

51. Elizabeth Barksdale on the duration of them shall request
direct and appoint, take conveyed to the numerous trusts
appointments and limitations as are herein contained
and Provided, and to no other Intent use purpose limita-
tion or appointment whatsoever; and the said George
Edward for himself his Heirs Executors and Administrators
doth Covenant promise grant and agree to and with the said Thomas
H. McCalla and Thomas Barksdale the younger their Executors
Administrators and Assigns in manner and form following -
that is to say, that they the said Thomas H. McCalla & Thomas
Barksdale the younger their Heirs Executors Administrators and
Assigns shall and may from time to time and at all times here-
after have hold occupy and enjoy the Lands and Negroes afore-
said and all and singular the premises, Nevertheless upon
the several uses trusts provisions conditions and agreements
herein and hereby contained limited expressed and declared of and
concerning the same without any let disturbance or interrup-
tion of the said George Edward or any person or persons claiming
or to claim by from or under him, And that he the said George
Edward his Heirs Executors and Administrators shall and will from
time to time and at all times hereafter upon the reasonable request
and at the Costs and Charges of the said Thomas H. McCalla and
Thomas Barksdale the younger their Heirs Executors Administra-
tors and Assigns or either of them make do and execute, or
cause to be made done and executed all and every such further
and other lawful and reasonable Act and Acts things & things
conveyances and assurances whatsoever for the further and
better conveying assigning assuring and confirming all and
singular the Lands and Negroes aforesaid and also all and sin-
gular other the premises unto the said Thomas H. McCalla and
Thomas Barksdale the Younger, their Heirs Executors Ad-
ministrators and Assigns respectively Nevertheless upon the
several trusts to the several uses intents and purposes and
subject to the several Provisions Conditions and Agreements
herein contained expressed and declared and confirming
the same / as by then or any of their Counsel learned in the
law shall be advised, devised and reasonably require do -
Provided always and it is hereby intended agreed and
declared by and between all the Parties to these presents

52 that it shall and may be lawful to and for the said Trustees and each of them, their and each of their heirs Executors Administrators and Assigns from time to time in the first place to deduct certain and reimburse unto him and themselves respectively by and out of the Rents Issues and Profits & other proceeds of all and singular premises, all such Costs charges Damages and expences as they or either of them their or either of their heirs Executors Administrators or Assigns or any of them shall or may expend pay sustain or be put unto in and about the performance or Execution of the several Trusts hereby in them reposed or in any manner or way whatsoever concerning the same or any part thereof In Witness whereof the said Parties to these Presents have hereunto interchangeably set their hands and seals the day and year first above written Elizabeth Barksdale Es, George Edwards (Att) Thos H. McCalla (Att) Thomas Barksdale (Att) Sealed and Delivered in presence of Henry Bond, Eliza Edwards, Received on the day of the date of the within Deed from the within ^{named} Thomas H. McCalla and Thomas Barksdale the Younger the sum of Ten Shillings being the full consideration money within mentioned Elizabeth Barksdale, Witness -

Charleston Jo Miss Eliza Edwards made oath she was present and saw Thomas Barksdale sign seal and as their Elizabeth Barksdale, George Edwards, Thomas H. McCalla and Thomas Barksdale 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 to before me this 9th June 1807 Isaac Mott Dart 22 Recorded 9th June 1807. South Carolina

This Indenture Tripartite made the ninth day of November in the year of our Lord one thousand eight hundred and in the twenty fifth year of American Independence between Elizabeth Singleton of Saint Bartholomew's Parish, in the State of South Carolina a married Spinster, of the first part, William Youngblood of the said Parish Planter of the second part, and Richard Singleton Junior of said Parish Planter of the third part, Whereas there is a Marriage

53 by full permission intended to be shortly had and solemnized between
the said Elizabeth Singellton and the said William Youngblood
and whereas the said Elizabeth Singellton is now lawfully
possessed in her own right of eleven Negro Slaves named as
follows, to wit, Joe, Sally, Caesar, Cuffy, Prince, Bellah, Patty
James, London, George, and Betty. And whereas in prospect
and consideration of the said intended Marriage, the said Will-
iam Youngblood hath agreed that the said Elizabeth Singellton
shall grant bargain sell and deliver all and singular the said
Negro Slaves and the future issue and increase of the females, -
unto the said Richard Singellton his Executors and Administra-
tors, In Trust nevertheless and to and for the several uses intents
and purposes herein after mentioned and declared of and con-
cerning the same, Now this Indenture Witnesseth
that in pursuance of the said Agreement, and in considera-
tion of the said intended Marriage, and also in consideration
of the sum of one Dollar to the said Elizabeth Singellton in hand
well and truly paid by the said Richard Singellton at and before
the sealing and Delivery of these presents the receipt whereof is
hereby acknowledged and for divers other good causes and con-
siderations her therunto especially moving, she the said
Elizabeth Singellton (by and with the private consent and
agreement of the said William Youngblood, testified by
his being made a party to and signing and sealing of these
presents) hath granted bargained and sold and by these
presents doth fully and absolutely grant bargain sell &
in plain and open Market deliver unto the said Richard
Singellton his Executors and Administrators, all and
singular as the said Eleven Negro Slaves known and
distinguished as follows to wit, Joe, Sally, Caesar,
Cuffy, Prince, Bellah, Patty James, London, George & Betty
Together with future issue and increase of the said female
Slaves, To have and to hold the said several Negro Slaves
and the future issue and increase of the females, unto the said
Richard Singellton his Executors and Administrators, upon
the several Trusts and to and for such uses and purposes
as are hereinafter mentioned expressed and declared of &
concerning the same that is to say In Trust to and for
the use benefit and behoof of the said Elizabeth Singellton

54 her Executors Administrators and Assigns until the So-
lemnization of the said intended Marriage, and from &
immediately after the solemnization of the said intended
Marriage, then upon this further Trust and Confidence
that he the said Richard Singellton his Executors and
Administrators do and shall during the joint lives of the
said William Youngblood and Elizabeth his wife pay &
dispose of the clear yearly Interest, profits, income and pro-
duce of the said Negro Slaves and of their future issue and
Increase, 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 Elizabeth Singellton shall from time to time
notwithstanding her Coverture by any Note or writing -
under her hand direct and appoint, to the intent that
the same may not be subject or liable to the Contingent
Debts or Engagements of the said William Youngblood
her intended husband, but only at her own sole and se-
perate disposal, and in default of and until such
direction and appointment to the proper hands of her
the said Elizabeth Singellton 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 hand without the said William Young-
blood her intended husband shall from time to time
notwithstanding her Coverture be sufficient discharge
to the person or persons who shall so pay the same or for
so much thereof as such Receipts shall be given for
and from and immediately after the Death of the said
Elizabeth Singellton then in Trust to and for the use
benefit and behoof of the Issue of the said Elizabeth
Singellton by her husband the said William Young-
blood who shall be alive at the time of the Death
of the said Elizabeth Singellton and who shall live to
attain the several and respective ages of twenty one years
or days of Marriage, To hold the said Trust Estate upon
their attaining the said ages or Days of Marriage to
such issue of more than one, to them their heirs Ex-
ecutors Administrators and Assigns forever as Tenants in

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55 Common and not as joint Tenants, and if but one, then to him or
her his or her said Executors Administrators and Assigns for ever
freed from and without any other Trust whatsoever, but in case the
said Elizabeth Lingleston shall happen to die without Issue by
her said husband William Youngblood, or such Issue should or
all die in Minority and Unmarried, then upon the Death of the
said Elizabeth and the Death of the Issue of the said Elizabeth by
her said husband William Youngblood, in case they should all
die in Minority and Unmarried, in Trust to and for the use and
 behoof of the said William Youngblood, if he should then be alive
his 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
howsoever, but if the said William Youngblood should die in
the life time of his said Wife Elizabeth without Issue by her
then in Trust to and for the use and behoof of the said Elizabeth
her Executors Administrators and Assigns fully and absolutely
for ever, acquitted and discharged from all further Trust Con-
fidence Limitation or appointment in any wise howsoever.
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 Elizabeth Lingleston (ss) William
Youngblood (ss) Richard Lingleston Junr (ss)
sealed and delivered in the presence of Thos. Tindin, John Lin-
gellton, Received on the Day and in the year first
above written of and from the above named Richard Lin-
gellton Junior the sum of one Dollar in full for the
Consideration Money above mentioned Elizabeth Lingleston
Witness Thos. Tindin, John Lingleston
State of South Carolina Colleton District, Personally ap-
peared before me Thomas Tindin who being duly sworn on the
holy Evangelists of Almighty God, maketh oath saying that he together
with John Lingleston subscribed their names as witnesses to the within
Instrument of writing that he and Elizabeth Lingleston William
Youngblood & Richard Lingleston Junior sign seal & deliver the
same for the uses & purposes therein mentioned, that he also together with
John Lingleston subscribed their names as witnesses to the Receipt thereunto
annexed that he and Elizabeth Lingleston sign & deliver the same
Sworn to before me this 22 day of May 1801. McTear O'Driscoll, U.S.
Recorded 9th June 1801.

This Indenture tripartite

made the sixth day of May in the year of our said one thousand eight hundred and one Between Ann Dollard of George Town District in the State aforesaid widow of the first part, John Wilson of the same District and State Planter of the second part, and Daniel Otara, Thomas Chapman and William Falconer Esquires of the same State of the third part, Whereas a marriage is intended by divine permission shortly to be had and solemnized between the said Ann Dollard and the said John Wilson, And whereas the said Ann Dollard is now lawfully and rightfully possessed in her own right of and in thirty Negro and other slaves named as follows to wit, Toney, Anthony, Jimmy, Dimbo, Dick, Bob, Sam, Peggy, Amy, Molly, Katey, Lophic, Sue, Yellow Murren, Black Murren, old Pompey, Minda, Rose Cyrus, Chabe, Lucy, Peggy, Flora, Clarinda, Murren Younger, Elay, Bob, Lady, Nina and Friday, And whereas in prospect and consideration of the said intended Marriage the said John Wilson and the said Ann Dollard have agreed that the said Ann Dollard shall grant bargain and sell the said Negro and other Slaves with their future issue and increase of unto the said Daniel Otara, Thomas Chapman and William Falconer the survivors or survivor of them, In Trust nevertheless and to and for the several and respective uses intents & purposes herein after mentioned expressed and declared of and concerning the same, Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the said intended Marriage and also for and in consideration of the sum of ten shillings Sterling Money to the said Ann Dollard in hand well and truly paid by the said Daniel Otara, Thomas Chapman and William Falconer at and before the dealing and delivery of these presents the receipt whereof is hereby acknowledged, & for settling and settling all and singular the premises contained expressed and declared and for divers other good causes and considerations the said Ann Dollard the said

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57. moving, she the said Ann Dollard (by and with the privacy consent and approbation and agreement of the said John Wilson testified by his being made a party to and signing sealing and delivering these presents. Hath granted bargained and sold and by these presents Doth grant bargain sell and in due form of law deliver unto the said Daniel Offara, Thomas Chapman and William Falconer the survivors and survivor of them and the Executors and Administrators and Heirs of the said John Wilson and singular the said Negro and other Slaves named Toney, Anthony, Jimmy, Dimbo, Dick, Bob, Sam, Peggy, Amey, Molly, Katy, Sophia, Sue, Yellow Murren, Black Murren, old Pompey, Minda, Rod Lyne, Phebe, Lucy, Peggy, Flora, Clarinda Murren, Mungo, Eby, Bob, Judy, Bina, and Friday, with their future issue and increase, to have and to hold the said Negro and other Slaves with their future issue and increase unto the said Daniel Offara, Thomas Chapman and William Falconer the survivors and survivor of them and the Executors and Administrators and Heirs of the said John Wilson her intended Wife and Heirs unto and for the several and respective uses intents and purposes and with and under the several and respective limitations and appointments hereinafter mentioned expressed and declared of and concerning the same, that is to say, In Trust to and for the use benefit and behoof of the said Ann Dollard her Executors Administrators and Assigns untill the said intended Marriage shall be solemnized and take effect and from and immediately after the solemnization of the said intended Marriage then upon this further Trust and Confidence that the said Negro & other Slaves with their issue and increase shall not in any manner subject or liable to the debts engagements or alienations of the said John Wilson her intended Wife during their joint lives but that the net proceeds of the annual or other labour income and profits of the said Negro and other Slaves and their issue shall be equally divided between them the said John Wilson and Ann Dollard his intended wife so as that the one moiety or half part of the same shall be at the sole and separate disposal & for the sole and separate use and behoof of the said Ann during her being Covert of the said John without the continual but interruption or intervention of the said John her intended husband in any manner or way howsoever and also that it shall and may be lawful for the said Ann notwithstanding her Coverture and as if she were divorced at any time to

58 bargain sell and dispose of all and any of the above named Negro
and other Slaves their issue and increase without the controul
let interruption or intervention of the said John Wilson her
intended husband or of them the said Daniel O'Hara, Thomas
Chapman and William Falconer the Survivors or Survivor of
them or the Executors Administrators or Assigns of such Survivor
and upon such Sale or Sales made to have and receive the
Monies arising therefrom and to lay out and expend the same
or any part thereof at her own sole and absolute discretion,
and if it shall so happen that the said Ann shall depart
this life after she is covert of, and living the said John, then
upon this further Trust and Confidence that it shall and
may be lawful for the said Ann notwithstanding her Cover-
ture by any Deed or Deeds or by her Last Will and Testament
in writing or by any writing purporting to be her Last Will
and Testament (which Deed writing or Will she the said
Ann Dollard is hereby and by the said John Wilson her
intended husband enabled and empowered to make) to
give limit appoint and dispose of two third parts or shares
of the above named negro and other Slaves and their issue and
increase to such person and persons in such manner and to
such uses as she may deem proper, the remaining one third
part or share of the said Negro and other Slaves and their
issue they the said Daniel O'Hara, Thomas Chapman and
William Falconer the Survivors and Survivor of them and
the Executors Administrators and Assigns of such Survivor
shall stand possessed of to and for the use of the said John
Wilson his Executors Administrators and Assigns shall
grant recovery and assign the same unto him or them
accordingly acquitted released and discharged of any
further or other trust limitation or appointment
whatsoever, and in case the said Ann shall survive
the said John Wilson her intended husband, then on
Trust that the said Daniel O'Hara, Thomas Chapman and
William Falconer the Survivors and Survivor of them
and the Executors Administrators and Assigns of such Survi-
vor do and shall stand possessed of all and singular
the premises to and for the use benefit and behalf of the
said Ann her Executors Administrators and Assigns shall

59 grant recovery and assign the same unto her or their accordingly
acquitted released and discharged of any further or other trust
limitation or appointment whatsoever anything herein before
contained to the contrary thereof in anywise notwithstanding,
In Witness whereof the parties to these presents have hereunto inter-
changeably set their hands and seals the day and year first above
written John Dollard ^{pl} John Wilson ^{pl} Sealed and Delivered
the words "and other" in the sixth line from the top of the first sheet
being first interlined in the presence of Mr. Knorr, J. Donnelly,
J. Martin. Received the day of the date of the within In-
strument from the within named Daniel O'Hara, Thomas Chapman
and William Falconer the sum of ten shillings being the consi-
deration money mentioned to be paid by them to the said Dollard.

Witness
State of South Carolina George
Town District. Before me William Murray Esquire one of
the Justices assigned for said District personally came and ap-
peared John Martin who being duly sworn in due oath that
he was present and did see John Dollard and John Wilson
sign seal and as their Act and deed deliver the within Instru-
ment of writing to and for the uses intents and purposes therein
set forth and that the Deponent and Wm Knorr J. Donnelly
did subscribe their names as witnesses thereto J. Martin
Sworn to before me this thirteenth day of June 1857.
William Murray Jr. Recorded 15 June 1857 -

State of South Carolina (Stamp)

Know all men by these that John Wilson of George
Town District and State aforesaid is and is firmly bound
unto Daniel O'Hara, Thomas Chapman and William Falconer of
the same State in the full and just sum of twenty thousand Dol-
lars to be paid to the said Daniel O'Hara, Thomas Chapman and
William Falconer the survivor or survivors of them the Executors
Administrators or assigns of such survivor (as witnesses for &
in behalf of John Dollard widow) to which payment well and
truly to be paid and done, albeit myself for said Executors &
Administrators firmly by these presents sealed with my
seal and dated the sixth day of May in the year of our Lord
one thousand eight hundred and five. Whereas a marriage
by Gods permission is intended to be shortly had and solemn-
ized between the above bounden John Wilson and -

60 The above named Anna Dollard widow and Relict of Patrick
Dollard late of the District and State aforesaid Planter etc.
deceased, and whereas she the said Anna is under the Statute of
distribution entitled to one undivided moiety or half part
of the goods and chattels Estate and Effects of her the said late
husband as are particularly enumerated and described in the
Inventory and appraisement thereof duly made and returned
and now of record in the Ordinary's Office for the District aforesaid
And whereas the said Patrick Dollard was in his life time
at the time of his death seized in his demesne as of fee and
proprietor of (amongst others) a plantation or tract of land
containing four hundred Acres more or less commonly
known by the name of Villebon situated on the Waters of
Black Mingo to the one moiety or half part of which
she the said Anna by the Statute aforesaid is also enti-
tled, and whereas the above bounden John hath in consider-
ation of the said marriage taking effect consented and agreed
to settle and assure the said property of the said Anna as well
Real as Personal on the several trusts and in the way and man-
ner hereinafter declared, but is unable at present to carry
such his said intention fully into effect by reason of the
impossibility to ascertain the specific part or share
which the said Anna is entitled unto in the Estate and Effects
of her said late husband. Now the Condition of this obliga-
tion is such that if the above bounden John Wilsons shall
within six Months after the division of the Estate of the said
Patrick Dollard deceased or as soon as the Estate in trust
share or proportion of the said Anna therein is legally and
fully ascertained (if the said Marriage shall take effect)
settle convey and assure the share and every part thereof
as well Real as Personal to the said Daniel Charles Thomas
Shepherd and William Talbot the Survivors and survivor
of them and their heirs Executors Administrators and Assigns
intends trusts and purposes, to wit in Trust that no
part of the said Estate Real or Personal shall be liable
to his debts engagements or alienations of the above bound-
en John Wilsons during the joint lives of them the said John
Wilson and his intended wife, but that the said wife

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61 and profits labor in come and increase thereof and of any part thereof shall be equally divided between them the said John Wilson his intended wife so as that the one moiety or half part of the same shall be at the sole and separate disposal and use of the said Ann during her being Covert of the said John without the control interruption or intervention of the said John Wilson her intended husband in any manner or wise however, and in trust that it shall and may be lawful for the said Ann notwithstanding her Coverture and as if she were discoverd at any time to bargain sell and dispose of the said personal Estate and Effects or any part thereof without the control let interruption or intervention of the above bound John Wilson and upon such sale or sales made to have and receive the proceeds thereof and to lay out and expend the same at her own sole and absolute discretion, and in case of the death of the said John living the said Ann the premises both Real and Personal to be for her use and benefit as in her first and former Estate but in case of the death of the said Ann living the said John, In Trust that two third parts or shares of the personal Estate and Effects above mentioned shall go to and be for the benefit and behoof of such person or persons and to such use & uses as she the said Ann notwithstanding her Coverture by any Deed or Deeds or by her last will & testament in writing or any writing purporting to be her last will and Testament shall give direct limit and appoint the same or any part thereof the remaining one third part or share of the personal Estate and Effects, as also the Plantation called Villebon to go to and be for the proper use benefit and behoof of the said John Wilson his heirs Executors Administrators and Assigns and to be accordingly granted released reconveyed & assigned to him or them free from every condition use or limitation whatsoever, then the condition of the foregoing obligation to be void or else to remain in full forced effect John Wilson sealed & Delivered in the presence of Donnelly, Martin, John Martin State of South Carolina George Town District before me William Murray Esqr one of the Justices assigned for said District, Personally came and appeared John Martin, who being duly sworn made oath that he was present & did see John Wilson sign seal & as his last Deed, & deliver the within instrument of writing for the uses intents & purposes therein set forth, & that this Depoent William Murray

[illegible]

For substitution of some papers in this and of the Miscellaneous Records. U. K. & L. page 448

This Indenture made the twenty third day of May in the year of our Lord one thousand eight hundred and one - Between Daniel E. Huger and Isabella J. Huger his wife (late before her intermarriage with the said Daniel E. Huger called Isabella J. Middleton Daughter of Arthur Middleton deceased) of the one part and Henry Middleton Esquire of the City of Charleston of the other part, Whereas a marriage hath been already had and solemnized between the said Daniel E. Huger and the said Isabella J. Huger late Isabella J. Middleton, whereby the said Daniel E. Huger became entitled in right of his wife to a certain number of Negro Slaves hereinafter more particularly mentioned & described, and whereas it hath been agreed between the said Isabella J. Huger and the said Daniel E. Huger (testified by his being party to and sealing and delivering these presents) since the solemnization of the aforesaid marriage that the aforesaid Negro Slaves should be by them the said Daniel E. Huger and Isabella J. Huger his wife granted - bargained sold and transferred unto the said Henry Middleton his Executors Administrators and Assigns to for & upon the several uses and subject to the trusts intents & purposes in such manner as is hereinafter mentioned limited expressed and declared of and concerning the same, Now therefore for the purpose of effecting the aforesaid intentions aforesaid, This Indenture witnesseth, that they the said Daniel E. Huger and Isabella J. Huger his wife for and in consideration of the premises aforesaid, and also for and in consideration of the sum of one Dollar to them and each of them in hand paid by the said Henry Middleton at or before the sealing and delivery of these presents the receipt whereof they the said Daniel E. Huger and Isabella J. Huger do hereby acknowledge and for each of them have to aforesaid considerations them & theirs, and by these presents do bargain and sell and in

plain and open market deliver unto the said Henry Middleton all and singular the following, several Slaves to wit, Henry, Patty, Phillis, Henry, George, Grace, Bob, Affey, Spring, Isaac, Ealy, Peggy, Isaac, Sarah, Judy, Jack, Joe, Jimmy, Mathias, Harriet, Rose, Anthony, Rose, Ballinda, Lucy, Nancy, Billy, Ballinda, Jillee, Cyrus, Phillis, Cate, Ballah, - Joan, Tony, Hannah, Tyrah, London, Mandy, Titus, Mason, Dick, Cragg, Lucy, Cumber, Eam, Jina, Jack, Shallow, Phillis, Dick, Esther, Cate, - Jacob, Mathias, Quash, Sarah, Will, Marna, Tom, Cate, Hannah, Cidjo, Tom, George, Pippy, Ballah, Patty, Oppes, Cyrus, Jack, Billy, Charity, Jinny, Daphny, Bob, Billy, Hannah, Peter, Peggy, Quash, Balla, - Nanny, Scipio, Cate, Robin, Rattle, Ginny, Indig, Daniel, Hard times Jack, together with the present and future issue and increase of the females, To have and to hold, all and singular the above mentioned Negro Slaves and the present and future issue and increase of the females unto the said Henry Middleton his Executors Administrators and Assigns, subject nevertheless and to 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 to permit the said Daniel E. Huger and Isabella Huger for and during the term of their joint lives to have take and receive the profits labor use and employment of the aforesaid Negro Slaves to their joint use and behoof or that the said Henry Middleton apply the rents and profits thereof in such manner and to such intents and purposes as they the said Daniel E. Huger and Isabella Huger shall jointly direct during the said term, and from and immediately after the death of either of them the said Daniel E. Huger and Isabella Huger leaving issue alive of the said Marriage, then In Trust to permit the Survivor (whichever shall first happen) for and during the term of the natural life of such Survivor to have take and receive the profits labor use and employment of the said Negro Slaves to his or her own proper use and behoof or that the said Henry Middleton apply the rents and profits thereof in such manner and to such intents and purposes as the said Survivor shall direct for and during the term of his or her natural life, and from and after the death of such Survivor, Then In Trust to and for the equal use benefit and behoof of the issue of the said Marriage, and the representatives of each of the issue as may be deceased, they taking

64 taking amongst themselves Parents (here) to be equally divided
 and held in severality to themselves their Executors Administrators
 trustees and Assigns for ever, But in case that on the death of
 either of them the said Daniel E. Hunger and Isabella A. Hunger there
 should be then at the time of such death no issue of the said Marri-
 age living then in Trust and to and for the use of the survivor
 whoever may be of them the said Daniel E. Hunger and Isabella
 Hunger and to his or her Executors Administrators and Assigns
 for ever, and that freed and discharged of and from all further
 and other uses trusts intents purposes limitations or appoint-
 ments whatsoever of 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 Daniel E.
 Hunger and Isabella A. Hunger 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 pur-
 chase of other Negro Slaves or any other property Real or
 Personal and shall signify such desire in writing signed
 in the presence of two or more credible witnesses that then
 the said Henry Middleton his Executors Administrators or
 Assigns shall accordingly sell and dispose of the said pro-
 perty hereby settled or any part thereof for the best price
 that can be had or gotten for the same, and the monies
 arising therefrom shall be invested and laid out in the
 purchase of other property 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 Henry
 Middleton and his Executors Administrators and Assigns
 well and faithfully performing the said trusts shall be
 authorized from time to time to lend out French monies as may
 come into his or their hands to retain and deduct all such
 costs charges and expences as by authority 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 this day and year first above written
 Henry Middleton (M) Daniel E. Hunger (M) (M)

65 Sealed & Delivered in the presence of ^{the} Honorable Henry M. Rutledge
Charleston &c. Henry M. Rutledge made on the here present
and saw Henry Middleton and Daniel Pickens 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 with Thomas Morris as witnesses thereto -
Sworn before me 15 June 1801 Isaac Motte Dea. 22 -
Recorded 15 June 1801

South Carolina

To all to whom these presents shall come be seen
I Sarah Clarke Schepeler send Greeting,
Whereas a Marriage is intended to be shortly had and
solemnized between me and John Muncrief and it has
been agreed between us (as is evidenced by his interposing
these presents) that the property herein after mentioned
should be settled and secured in manner herein after
mentioned, Now know ye that in consideration of such in-
tended agreement and also of the sum of four shillings to me
in hand paid by William Clement of the City of Charleston
Attorney at Law the receipt whereof is hereby acknowledged,
I Sarah C. Schepeler have granted bargained sold and delivered
and by these presents, do grant bargain sell and deliver
unto the said William Clement the two following Negroe
Slaves to wit Betty and Lenny, to have and to hold the said
Slaves and the Issue and Increase thereof unto the said William
Clement his Executors and Administrators to for and upon
such uses and trusts as shall be declared of and concerning
the same that is to say, to hold the same to my use until
the said Marriage shall take effect and from and imme-
diately after the Celebration of the said Marriage, then to
my sole separate use and behoof (freed and discharged of all
Debts, Engagements contracts and claims of the said John
Muncrief during the term of my natural life and from after
my decease, then to the use and behoof of the said John Mun-
crief in case he should survive, and from and after his de-
cease then to the issue of such intended Marriage, but in
default of such Issue, then to such person or persons freed
and discharged from the controul of the said W. Clement his
Execs or Admins as the Survivor shall nominate or appoint by
will

66 Will, do the following of the said Sarah C. Scheffler.
Have hereunto set my hand and seal, and the said John
Munro in evidence of his assent to the premises, hath
done as likewise, this twenty sixth day of May in the year
of our Lord one thousand eight hundred and one, and in the
twenty fifth year of American Independence, Sarah
C. Scheffler (W) Wm. Clement (W) John Munro (W) Esqrs,
sealed & delivered in the presence of David Johnston, John M.
Clement, David Johnston the subscribing witnesses hereto
make oath that he saw the parties to the annexed Instru-
ment of writing sign and seal the same and as their proper
act and deed deliver it to for and upon the uses and trusts
therein declared and that the words "Freed and discharged
from the control of the said William Clement his Executors
or Administrators" between the tenth and Eleventh lines of
the second page were first interlined, Given before me
this 16th July 1801 Isaac Motte Dart. J L
Recorded 16th July 1801

(Stamp) Par devant moi Guillaume Arlsen Notaire
public à Charleston y résident, furent présents M.
Pierre Desiré Chevard, Citoyen Français demeurant en
cette ville, Notaire de chartes, département d'Eure et
Loire, fils majeur de M. Vincent Chevard, Notaire public
à Chartres, y demeurant, et de D^{me} Marie Madeleine
Saintot son épouse, pour lui et en son nom d'une
part: Et Demoiselle Marie Rose Mathéonnette Michel
fille majeure, Née du port républicain Isle de St.
Domingue, demeurant en cette ville, assistée de Dame
Marie Margueritte Bouspau sa mère, veuve des
Citoyen Jean Baptiste Ignace Michel, vivant habitant
de St. Domingue, décédé en cette ville, stipulant
aussi pour elle et en son nom d'autre part. Lesquelles
parties en présence et du consentement des Sieurs & Dames
leurs parents et amis nommés, qualifiés et domiciliés
aux fins des présentes, ont fait et accordé entre elles les
traités de mariages et conventions qui suivent. Seront
les futurs Epoux communiés en tous biens meubles & conquits
immuables, suivant la coutume actuellement existante sur
le territoire de la République Française, au desir de laquelle

67. leur communauté sera réglée, encore qu'ils fissent, par la suite, leur demeure, ou acquisitions en pays de loix, usage et coutumes contraire, aux quels ils ont expressément derogé et renoncé par ces présentes. En faveur du dit futur mariage, la dite future épouse apporte au dot la somme de cinq mille livres tournois, prise de l'estimation des hardes, linge, bijoux, joyaux, et autres effets connus des parties. Les biens du futur époux consistent en linge, hardes & autres effets à son usage estimés à quinze cents livres tournois, et en droits successifs, mobiliers et immobiliers à choisir. Des quels apports des dits futurs époux, il entrera, de chaque côté en communauté, la somme de mille livre tournois, et à l'égard du surplus, aussi de chaque côté, avec tout ce qui leur adviendra pendant leur mariage, tant en meubles qu'immobiliers, par succession collatérale, donation, Legs ou autrement, il sera et demeurera propre à chacun des futurs époux, et au sien de leur côté et ligne. Le futur époux donne la future épouse de la somme de quinze mille livre Tournois de Douaire présent, une fois payé, dont elle jouira et sera saisie suivant la coutume qui existe dans la République Française. Le survivant des futurs époux, aura et prendra, par préciput, avant le partage de la communauté ceux des meubles d'icelle qu'il voudra choisir jusqu'à la concurrence de la somme de mille livres tournois, suivant la prise de l'inventaire, et sans criée, ou la dite somme en deniers comptant, à son choix, duquel préciput délivrance sera faite au survivant lors de la confection de l'inventaire, sans qu'il soit tenu d'en faire la demande en justice. Et arrivant la dissolution de la communauté, il sera loisible à la future épouse et à ses enfants de l'accepter, ou d'y renoncer, et en cas de renonciation à la dite communauté, elle et ses dits enfants reprendront tout ce qu'elle justifiera y avoir apporté, avec tout ce qui lui sera échue pendant le dit mariage tant en meubles qu'immobiliers, à titre de succession collatérale, donation, Legs ou autrement, même ses douaire & préciput ou depuis Héritiers, le tout franc et quitte de dettes de la dite communauté, encore que la dite future épouse s'y soit obligée ou y ait été condamnée, dont, en ce cas, elle et ses dits enfants seront acquittés garantis et indemnisés sur les biens du dit futur époux, sur les quelz

68 aura hypothèque des ce jour, pour raison de ce, ainsi que pour
l'execution des autres clauses du present contrat et de les intérêts
des reprises si depuis stipulées, courront du jour de la dissolution
de la dite communauté, sans qu'il soit besoin d'en faire la
demande en justice. Et voulant les futurs Epoux se donner
des marques de leur Amitié, ils se font l'un et l'autre, et
au survivant d'eux deux Donation entre vif et irrévocable,
mutuelle et égale en la meilleure forme que donation puisse
valoir, ce accepté par les dits futurs Epoux respectivement
par le dit survivant de tous les biens propres et acquêts -
meubles & conqueuts immeubles & autres qui se trouveront
appartenir au premier mourant lors de son décès, pour
par le dit survivant en jouir, à compter du jour du
décès en usufruit sa vie durant, sans être tenu de donner
caution, pourvu qu'au jour du décès il ne se trouve aucun
enfant nés ou à naître du dit futur mariage, auquel cas
de survivance, d'enfants, la presente donation deviendra
nulle, toutesfois si les dits enfants viennent à decéder en
minorité, ou sans postérité ou sans avoir valablement
disposé: des lors la dite donation reprendra, en faveur du
survivant, sa force et vertu pour avoir lieu comme s'il
n'y avait point eu d'enfants. C'est ainsi que le tout a
été convenu et arrêté entre les parties, en presence et de
l'agrement du Citoyen Antoine François Michel
dela Roche oncle de la dite Demoiselle et du Citoyen
Pierre Michel Langlois Barville ami des futurs epoux
et autres amis Vincent Leseigneur Docteur en medecine
et Armand Robillot Lartigue, qui, apres Lecture
faite du tout ont signé avec les parties et nous Notaire
susdit et soussigné. Fait et passé à Charleston
Etat de la Caroline du Sud, le Cinquieme de Juin,
Mille huit cent et un et la vingt cinquieme
année de l'Independance des Etats Unis d'Amérique
D. D. Chevalier, M. R. A. Michel, N. Michel, Dela-
fonchere, V. Leseigneur, Robert Lartigue, Langlois
Barville, J. F. Gallagher, Thomas, Ballan Robiou -
J. W. Guilleman, Daniel Amoussin F. Michel, Amelin
Robiou, Charles Robiou, Arnold Amoussin Auguste
Amoussin, F. Michel, M. J. D. Amoussin J. F. Robiou
Not. pub. (L.S.)

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Charleston John William Feuilladey made oath he was present to
said P. D. Chevard and M. R. A. Michel sign said and their names to the
foregoing Instrument of writing to and for the uses & purposes therein
mentioned and that he signs his name as a witness to the same. Given
before me this 10 July 1801. Isaac Motte Bail J. D. Recorded 10 July 1801.
State of South Carolina

This Indenture tripartite made the 23rd day of May
in the year of our Lord one thousand eight hundred and ones -
Between the Reverend George S. Spierin of George Town District in
the State aforesaid of the first part, Mary Eliz. Tucker widow and
relict of the late Daniel Tucker Esquire of the second part, and
George Heriot Esquire Merchant of the same place of the third
part, Whereas a marriage is intended to be shortly had and so-
lemnized between the said George S. Spierin and the said Mary Eliz.
Tucker, and whereas the said Mary Eliz. Tucker is now lawfully
possessed in her right of and in two female slaves named Lucy &
Kamah with their children and issue, and is entitled to a
legacy of five hundred pounds together with a share or propor-
tion of the residue of the Estate of her late husband Daniel Tucker
deceased as a legatee under and by virtue of his last will and Tes-
tament, but which has not yet been reduced into possession,
and whereas also the said Mary Eliz. Tucker is now lawfully
possessed in her own right of and in certain household and kitchen
furniture, Beds, Bed-seats and house linen, a riding chair and
pair of horses bequeathed to her by her late husband, as will more fully
appear on reference being had to his last will and Testament -
and whereas it has been agreed between the said parties to these
presents that the said Negroes and legacies shall be granted
bargained and sold, assigned, transferred and set over by the
said Mary Eliz. Tucker unto the said George Heriot, In Trust &
to and for the intent and purpose hereinafter mentioned and
expressed of and concerning the same, It is therefore witnessed
by this Indenture that in pursuance of the said Agreement
In consideration of the said intended marriage, and also for &
in consideration of ten shillings paid by the said George
Heriot unto the said Mary Eliz. Tucker & the said Mary Eliz. Tucker
hath granted bargained and sold and by these presents doth Grant
bargain and sell and in due form of law deliver unto the said
George Heriot his Executors and Administrators all and

70 singular the said two female Slaves with their present and future issue and increase, all the aforesaid Household and Kitchen Furniture, Beds, Bedsteads, House Linen, Riding Chair and pair of Horses, and for the consideration aforesaid she the said Mary Eliza Tucker hath assigned transferred and set over and by these presents Doth fully and absolutely assign transfer and set over unto the said George Heriot his Executors and Administrators the said decedent as aforesaid bequeathed to her by her late Husband - Daniel Tucker, hereby constituting and appointing the said George Heriot his Executors or Administrators her Attorney or Attorneys with full power and authority for and in her name (but in trust as is hereinafter mentioned) to recover and receive and give an acquittance or acquittances (as may be requisite) for the same, To have and to hold, the said female Slaves with their present and future Issue and Increase, and the said Household and Kitchen Furniture, Beds, Bedsteads, House Linen, Riding Chair and Pair of Horses, together with the said decedent to which the said Mary Eliza Tucker is in manner aforesaid legally entitled, and every part thereof, unto the said George Heriot his Executors Administrators and Assigns until the said intended marriage shall be solemnized and take effect and from & immediately after the solemnization thereof then in trust for the said Mary Eliza and her Husband George H. Spierin during their joint lives, they George H. Spierin and Mary Eliza his wife to have the use, occupation and enjoyment thereof, to their own use benefit and behoof without any restraint condition or interruption of or by the said George Heriot his Executors or Administrators on any pretence whatsoever, but it is the true intent and meaning of the said parties and of these presents that in case the said George H. Spierin and the said Mary Eliza shall at any time during the said Coverture be desirous to make sale or dispose of the said two female Slaves with their present and future Issue and Increase, the Household and Kitchen Furniture Beds Bedsteads and House Linen Riding Chair and Pair of Horses, together with the said decedent to which the said Mary Eliza is as aforesaid legally entitled, or any part thereof, then and in such case it shall and may be lawful for the said George H. Spierin and the said Mary Eliza by any Deed or Deeds in Writing to be signed by them in

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71 the presence of three or more credible witnesses to sell, transfer & dis-
pose of the said two female Slaves with their present and future
issue and increase, the household and kitchen furniture, Beds, Bed-
steads and house linen, Riding Chair and pair of Horses together
with the said legacies or any part thereof, to any person or persons
whosoever who shall and lawfully may peaceably and quietly
have hold occupy possess and enjoy the same according to the in-
tent and meaning of the aforesaid Deed or Deeds without any hin-
drance or interruption of or by the said George Keriot his Executors
or Administrators or any of them, and for ever discharged of and
from the Trusts and Confidence hereby reposed in him the said
George Keriot his Executors and Administrators, But it is
(any thing to the contrary hereof in any manner notwithstanding)
moreover the true design intent and meaning of the said par-
ties and of these presents that no part thereof shall be liable
to be seized or taken for the satisfaction of any Debts that
shall or may be contracted by the said George & Spierin or
otherwise howsoever, the same being intended for the support
and maintenance of the said Mary Eliz. his wife, and in case
the said Mary Eliz. shall survive her said husband then the
trust and confidence hereby reposed in the said George Keriot
his Executors and Administrators shall cease determine & become
void, and the said two female Slaves with their present and
future issue and increase, the household and kitchen furniture
Beds Bedsteads and house linen, Riding Chair and pair of Horses,
together with the said legacies to which the said Mary Eliz. is
as aforesaid legally entitled, shall be taken by the said Mary
Eliz. for the sole benefit and behoof of herself her Executors
Administrators and Assigns from thenceforth for ever, But in
case the said George & Spierin shall survive the said Mary Eliz.
his wife then in Trust for the said George & Spierin during his
natural life, but not subject to be taken on Execution or
otherwise for the satisfaction of his Debts or any Demands that
shall or may be brought against him, and immediately
after his decease the said two female Slaves with their pre-
sent and future issue and increase, the household and kitch-
en furniture, Beds Bedsteads and house linen, Riding Chair
and pair of Horses, together with the said legacies to which
the said Mary Eliz. is as aforesaid legally entitled shall be

72 taken held possessed and enjoyed by such person and persons and for such use and uses as the said Mary Eliz. shall at any time during her lifetime limit devise order or dispose of the same or any part thereof by her last Will and Testament in writing signed with her hand in the presence of three or more credible witnesses, and the said George H. Spierin doth for himself his heirs Executors Administrators and Assigns Covenant promise and agree to and with the said George Heriot his Executors and Administrators by these presents in manner following, that is to say that if the said intended marriage shall take effect that then that he the said George H. Spierin will permit and suffer the said Mary Eliz. to make such will and testament in writing as aforesaid, and thereby give order devise limit and appoint the above mentioned two female Slaves with their present and future issue and increase, the house hold and kitchen furniture Beds Bedsteads and house linen Riding Chair Pair of Horses together with the said legacies to which the said Mary Eliz. is as aforesaid legally entitled, to any person or persons for any trust use or purpose whatsoever, and he the said George H. Spierin shall and will permit and suffer such will and testament hereafter to be made as aforesaid, by his wife the said Mary Eliz. to be duly proved by the Executors in such will and testament named or to be named, and probate of such will and testament to be had and taken as is usual, and that the person or persons to whom the said Mary Eliz. shall give or dispose or any part of the said two female Slaves with their present & future issue and increase, the house hold and kitchen furniture Beds and Bedsteads and house linen Riding Chair and Pair of Horses, together with the said legacies to which the said Mary Eliz. is as aforesaid legally entitled, by her will and testament, duly executed as aforesaid, shall and lawfully may peaceably & quietly have hold occupy possess and enjoy the same according to the true intent and meaning of such will and testament so duly made as aforesaid, without any let demand hindrance or interruption of or by the said George H. Spierin his Executors Administrators or Assigns any of them, and for ever discharged of and from the Trusts and Confidence hereby reposed in the said George Heriot his Executors and Administrators, in witness whereof the said parties to these presents have hereunto set their hands and Seals the day and

73 was first above written Geo. H. Spencer (M) Mary Eliza Tucker (M)
sealed and Delivered in the presence of the words "together with
the said legacies" being first introduced for the fourth line from
the bottom of the first page, and the words "during that period"
being first struck out from the second line of the second page
Will: thereot, In^o Keith, State of S. Carolina. his Town District
Personally came and appeared William Heriot who being duly sworn
sayeth that he was present and did see the within named Geo. H.
Spencer and Mary Eliza Tucker sign seal and deliver the within
instrument operating for the uses therein mentioned, and that In^o
Keith together with this Deponent were witnesses thereunto.
Will: Heriot. Sworn before me this second day of June 1801
Francis G. Deliepselme J. 2 Recorded 24th July 1801
South Carolina

This Indenture made the fourth day of May in
the year of our Lord one thousand eight hundred and one, Between
Elizabeth Murphy of the City of Charleston in the State aforesaid
of the first part, Thomas Vincent of the same place of the second
part, and George Macaulay of the same place of the third part,
Whereas a marriage by Gods permission is shortly intended
to be had and solemnized between the said Elizabeth Murphy &
the said Thomas Vincent, and whereas the said Elizabeth Murphy
at the time of executing these presents, is seized in fee simple of
and in a certain Lot of land hereinafter more particularly
described, and is also possessed of three negro slaves hereinafter
named, And whereas upon the treaty and previous to the in-
tended marriage aforesaid it hath been and is agreed between
the said Elizabeth Murphy and Thomas Vincent that the real
and personal Estate of the said Elizabeth Murphy shall be by her
granted released and assigned to and veated in him the said
George Macaulay and his heirs to and for the several uses
tenants intents and purposes hereinafter mentioned limited ex-
pressed and declared of and concerning the same, Now this
Indenture witnesseth that in pursuance of the said recited
agreement and in consideration of the said intended marriage
and also in consideration of the sum of ten shillings Sterling to
the said Elizabeth Murphy in hand now paid by the said George
Macaulay the receipt whereof is hereby acknowledged and
for divers other good and valuable causes and considerations

her statements especially moving the the said Elizabeth Murphy by and with their knowledge, privity, consent and approbation of the said Thomas Vincent her intended husband testified by his being a party to and executing of their presents hath granted bargained sold aliened released conveyed & confirmed and by these presents Doth grant bargain sell alien release convey and confirm unto the said George Macaulay in his actual possession now being by virtue of a bargain & sale to him thereof made by the said Elizabeth Murphy by Indenture bearing date the day next before the day of the date of these presents for the term of one year and by force of the Statute for transferring uses into possession of force in this State and to his heirs and assigns, All that lot piece or parcel of land situate lying and being in the City of Charleston aforesaid, known and distinguished in the plan of the said Town by the number 6 (sic) containing by estimation in front from East to West on Trade Street twenty eight feet nine inches english measure or thereabouts be the same more or less and in depth from North to South fifty one feet six inches be the same more or less, butting and bounding to the East by the other part of the said lot of lands number six, formerly belonging to John McEau, but now or lately to Robert Brown, to the Southward on land of the late Anthony Mathews deceased, to the Westward on land of Gabrick Manigault Esquire and to the North on Trade Street aforesaid, Together with all and singular the houses out houses edifices buildings hereditaments rights members and appurtenances whatsoever to the same belonging in any wise appertaining, and the reversion and reversions remainder and remainders rents issues and profits thereof, and also all the estate right title Interest claim and demands whatsoever of her the said Elizabeth Murphy of one to the same, To have and to hold the said lot of land and all and singular other the premises herein before mentioned or meant and intended to be hereby granted and released as aforesaid unto the said George Macaulay his heirs and assigns for ever In trust nevertheless the said premises are conveyed and declared of and concerning

75 the same And this Indenture further witnesseth that
for the considerations aforesaid and in further performance of the
said agreement and also of the further sum of ten shillings Sterling
money aforesaid to the said Elizabeth Murphy in hand paid by
the said George Macaulay the receipt whereof is hereby also ac-
knowledgeed. she the said Elizabeth Murphy by and with the
like privacy consent and approbation of the said Thomas Vincent
her intended Husband testified as aforesaid, hath bargained
sold and delivered, and by these presents, Doth bargain sell and
deliver unto the said George Macaulay three negroes named
Tyas Luckey and her son John, To have and to hold the said
negroes together with the issue and increase of such as are
females unto the said George Macaulay his Executors Administrators
and Assigns for ever, In Trust to and for the several uses intents
and purposes hereinafter mentioned and declared of and concerning
the same, And as for and concerning the said several uses and pur-
trusts herein and hereby intended to be made limited expressed
and declared of the real and personal Estate of the said Elizabeth
Murphy each and every of the said parties to this Indenture have
agreed that the same shall be limited settled and assured in
manner following that is to say, In Trust for her the said Elizabeth
Murphy party thereto her heirs Executors Administrators and As-
signs until the solemnization of the said intended marriage
and from and after the solemnization thereof, In Trust to and to
and for the use and behoof of the said Elizabeth Murphy for and
during the term of her natural life, but was not to be sub-
ject or liable to the intermeddling or controul of the said
Thomas Vincent her intended Husband or to be seized sold or
extended for payment of his debts, and from and immediately
after the decease of the said Elizabeth Murphy, then to the said
George Macaulay his heirs Executors Administrators and Assigns
In Trust to preserve and support the contingent uses & Estates
hereinafter limited from being barred defeated or destroyed,
and for that purpose to make entries and bring actions as the
case shall require, But nevertheless to permit and suffer the
said Elizabeth Murphy for and during the term of her natural
life to have receive and take the rents issues and profits of
all and singular the said premises to and for her own sole and
separate use and benefit without impeachment of or for

76 any manner of waste, and from and immediately after the
decease of the said Elizabeth Murphy then in trust to and
for the use and behoof of such persons and persons and in such
parts and proportions manner and form as she the said Eliza-
beth Murphy shall from time to time notwithstanding her
Coverture by any Deed writing or writings duly executed by
her in the presence of two or more credible witnesses or by her
last will and testament to be by her signed published and
declared in the presence of three or more such witnesses, or
next limit or appoint, and in default of such direction
limitation and appointment then in trust to and for the
use and behoof of such Child or Children of the said Eliza-
beth Murphy as shall or may be living at the time of
her decease to be divided between such Child or Children
of the said Elizabeth Murphy share and share alike and
in case there should be only one Child of the said Elizabeth
Murphy living at the time of her death, then to the use
and behoof of such Child and his or her heirs and assigns for
ever, and in case there should be no Child of the said Eliza-
beth Murphy living at the time of her death, then to the
use and behoof of the right heir at law of the said Eliza-
beth Murphy, and the said Thomas Vincent for himself his
heirs Executors and Administrators to the full by covenant
promise grant and agree to and with the said George Macaulay
his heirs Executors and Administrators, that it shall
may be lawful to and for the said Elizabeth Murphy his in-
tended Wife notwithstanding her Coverture to make any such
Deed writing or will as is herein before mentioned or which may be
necessary for the better completion or fulfilling all or any of the
Trusts herein before mentioned, and moreover that he the said
Thomas Vincent his heirs Executors and Administrators shall and
will from time to time and at all times hereafter upon the reason-
able request and at the proper Costs and charges of the said
George Macaulay his heirs Executors or Administrators make do and
execute or procure cause or procure to be made done and
executed all and every such further and other lawful and rea-
sonable Act and Acts thing and things conveyances assign-
ments and assurances in the done whatsoever necessary es-
sential for the conducting and strengthening of the same

77 as also for the further and better conveying assigning and assuring of
all and singular the herein before mentioned and intended to be here
by granted released and assigned premises respectively unto the said
George Macaulay his being Executors Administrators and Assigns as
by him or them or his or their counsel learned in the law shall or may
in that behalf be reasonably advised devised or required. And this
Indenture further witnesseth that for the considerations aforesaid
she the said Elizabeth Murphy by and with the like priority consent
and approbation of the said Thomas Vincent her intended husband
testified as aforesaid, hath bargained sold and delivered and by
these presents Doth bargain sell and deliver unto the said George
Macaulay all and singular the Plate household furniture and
other articles in the list or schedule thereof hereto annexed mentioned
and expressed and all her estate right and title of or unto the same.
To have and to hold the said Plate household furniture and other
articles in the said Schedule contained unto the said George Macaulay
his Executors Administrators and Assigns for ever. In Trust to and
for all and every and the same uses trusts limitations directions
devises bequests and conveyances as the House and Lot and three
regwes are herein before by this Deed and no other uses intents
or purposes whatsoever. In Witness whereof the parties aforesaid
to these presents their hands and seals have subscribed and
set this day and year above written Eliza Murphy (d/s)
Thomas Vincent (d/s) George Macaulay (d/s) sealed and Delivered
in the presence of James Skelton, Jas. Nicholson
Four Silver Waiters, one Coffee Pot, one Tea Pot, one Sugar Dish, four
Candlesticks, one dozen table Spoons one dozen tea Dishes, one
pair Card tables, one tea Dishes, one side board, one Oak, sic Mahog
any bedstead nine feather Beds, nine Mattresses.
Received this fourth day of May 1801 of George Macaulay ten Shil
lings being the full consideration money within mentioned.
Witness James Skelton, Jas. Nicholson & Eliza Murphy
Chakleton & James Skelton made oath he was present and saw
Eliza Murphy, Thomas Vincent and George Macaulay sign seal
and as their Acts 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.
Subscribed before me this 3^d August 1801 Isaac Mather Dea. J. 2.
Recorded 3^d August 1801.

This Indenture made the second day of July in the year of our Lord one thousand eight hundred and one, Between John Pepper of Christ Church Parish of the one part, & Anne McDowell of St. Thomas Parish of the other part, We therefore witness that whereas a marriage is shortly intended to be had and solemnized between the said John Pepper and Ann McDowell Spinster of St. Thomas's Parish and she being seized in fee of sundry Negro Slaves viz. London Phillis, Rachel, Rosena, Rebecca, Andrew, Lurina, the said John Pepper in prospect and consideration of the said intended Marriage, hath consented and agreed that the aforesaid Negro Slaves with the Issue and Increase of the female Slaves shall be settled and secured in manner hereinafter mentioned, Now this Indenture witnesseth that the said John Pepper in prospect and consideration of the said intended Marriage, and in consideration of five Shillings Lawfull Money now in hand paid by the said John McDowell and Samuel Hamlin the receipt whereof is hereby acknowledged, for himself his heirs Executors Administrators doth covenant promise grant and agree to and with the said John McDowell and Samuel Hamlin and the survivor of them or their Executors and Administrators to the uses and upon the trusts hereinafter mentioned that is to say, that the said John Pepper shall be permitted to hold the said Slaves with the future Issue and Increase to his and her use and behoof during the joint lives of the said John Pepper and Ann and from and immediately after his decease then if the said Ann should survive him to her, her heirs Executors Administrators and assigns for ever but if the said John Pepper should survive the said Ann and she should at her death leave Issue living then to the use of the said John Pepper during his life, and from and after his decease to the use of such Issue equally to be equally divided between them, but if the said Ann should die without leaving Issue at the time of her death, or if she should leave Issue and yet such Issue should die under age and without Issue living and the said John Pepper should also survive the said Ann then to the use of the said John Pepper his heirs Executors Administrators and assigns for ever, In witness whereof the said parties to these presents have hereunto set their hands and seals on the day and year aforesaid, John Pepper (Signature) M^cDowell (Signature)

79 In. M. Dowell (d) Samuel Hamlin (d) Signed Sealed and Delivered in the presence of Thos Jones, Frances Hamlin. Received this second day of July one thousand eight hundred and one of the within named John M. Dowell and Samuel Hamlin as Trustees the full consideration money within mentioned write off our hands John Pepper, Ann M. Dowell. Charleston. Thomas Jones made oath he was present and saw John Pepper Ann M. Dowell, John M. Dowell and Samuel Hamlin sign seal and as their Act and Deed deliver the within Instrument of writing to and for the use and purposes therein mentioned and that he signed his name as a witness to the same. Sworn before me this 13th August 1801. J. M. D. C. J. L. Recorded 13 August 1801.

State of South Carolina

This Indenture of three parts, made the twentyfourth day of June, in the year of our Lord one thousand eight hundred and one, between George Johnston of St. Stephens Parish and State aforesaid of the first part, and Ann Bass of the same Parish and State aforesaid single Woman of the second part, and Gabriel Signilliat and Daniel Kelly of Parish and State aforesaid of the third part, where as the said Ann Bass is seized in her own right, to her and her heirs, assigns for ever, in the following negro Slaves Viz. Abigail, Joe, Richard, Beck and Mahala, and, whereas a marriage is intended shortly to be had and solemnized, between the said George Johnston and the said Ann Bass, upon the Contract of which marriage it is hereby concluded and agreed by and between them the said George Johnston and the said Ann Bass, that if the said intended Marriage shall take effect and be solemnized, that the Estate of the said Ann Bass shall be settled and vested in the said Gabriel Signilliat & Daniel Kelly and the survivor of them in such manner and form, & for such uses intents and purposes, as are hereinafter limited and appointed, and expressed, and to and for no other use intent or purpose whatsoever. Now this Indenture Witnesseth that for making the said Agreement effectual in the law, and also for & in consideration of the sum of ten Shillings to the said Ann Bass in hand paid, by the said Gabriel Signilliat & Daniel Kelly at or before the sealing and Delivery of these presents, the receipt whereof is hereby acknowledged, the said Ann Bass, hath granted bargained sold and delivered, and by these presents

80 presents, doth grant bargain sell and deliver unto the said
Gabriel Lignilliat and Daniel Kelly, all those the above men-
tioned Negroe Slaves Viz. Abigail Joe, Richard, Beck & Mahala,
To have and to hold all and every the said Negroe Slaves unto
the said G. Lignilliat and D. Kelly their Executors Administra-
tors and Assigns for ever, upon the several Trusts nevertheless
and to and for the several uses intents and purposes hereinafter
mentioned, limited and declared of and concerning the same, -
that is to say in trust for the said Ann Bass untill the said
intended marriage shall take effect, and from and immediately
after the solemnization thereof, then upon Trust that the same
shall not in any wise be subject or liable to the Debts of the said
George Johnson her intended Husband, but that the said Negroe
Slaves above mentioned, shall be remain and enure to the proper
use benefit and behoof of her the said Ann Bass and her children
the lawful heirs of her Body Viz. Isaac M. Bass and Eliza M. Bass
and also such Child or Children being Issue of her Body lawfully
begotten to her, and their heirs Executors Administrators & Assigns
absolutely for ever, and to and for no other intent or purpose
whatsoever, any thing herein before contained to the contrary
thereof, in any wise notwithstanding, provided nevertheless &
it is hereby understood and agreed upon, that the labour
income and profits of the said Slaves, shall and may be hap-
pily received and taken by the said G. Johnson, for the joint use
benefit and behoof of them, the said G. Johnson and Ann Bass -
during their joint lives, and also for the benefit of her children
aboves mentioned, In Witness whereof the Parties above mentioned
have hereunto interchangeably set their hands and seals the day
and year first above written Gab. Lignilliat (Sd) Daniel Kelly
Jun (Sd) George Johnson (Sd) Ann Bass (Sd) Signed Sealed &
Delivered in the presence of John Herron, Rob. Kirk, Robert Boddell
Received this Day a year within written of Gabriel Lignilliat &
Daniel Kelly, ten Shillings it being the full consideration money
within mentioned Ann Bass. George Johnson. Witnesses
John Herron, Robert Boddell, Thos. Wait, P. Johns Parish
Charleston District. Before me Personally appeared John
Herron who being duly sworn made oath that he saw -
George Johnson, Ann Bass, Gab. Lignilliat and Daniel
Kelly Jun. severally subscribe their names to the within

81 Indenture and office, their respective seals thereto, and that he said Thomas Hunt and Robert Burdett together with this Deponent sign their names as witnesses thereto John Harrison, Sworn to this 25th July 1801 J. A. G. Moore LL. Recorded 13th August 1801.
South Carolina

This Indenture made the Eleventh day of February in the year of our Lord one thousand seven hundred and ninety nine, Between Jane Kay Relict and Widow of Joseph Kay late of the City of Charleston in the State aforesaid Butcher deceased, of the one part, and John Gell of the same place Butcher and Robert black also of the same place Merchant of the other part, Witnesseth that the said Jane Kay for and in consideration of the sum of ten Shillings Sterling, to her in hand well and truly paid by the said John Gell and Robert black or one of them, at or before the sealing and Delivery of these presents, the Receipt whereof is here by acknowledged, she the said Jane Kay hath granted bargained and sold, and by these presents, doth grant bargain and sell unto the said John Gell and Robert black their Executors Administrators and Assigns, All that Lot, Piece or Parcel of land situate lying and being on Cannon Street near the City of Charleston in the State aforesaid, measuring and containing in width and fronting on Cannon Street aforesaid two hundred feet and in depth three hundred and ten feet, be the same more or less, butting and bounding to the Southward on Cannon Street aforesaid, to the Westward on lands of Mr. Thomas Mills, to the Northward on Elliott Street, and to the Eastward on lands of Elizabeth Honeywood, Together with all and singular the Houses, Out Houses, Stables, Ways, Passages, walls, Fences, Yards, Gardens, Rights, Easements, Profits, Commodities, advantages Emoluments, Privileges, Hereditaments, Rights Members & Appurtenances whatsoever to the said Lot Piece or Parcel of land belonging or in any wise incident or appertaining, and the Reversion and Reversions, Remainder and Remainders Rents Issues and Profits thereof, and of every part and parcel thereof, To have and to hold the said Lot Piece or Parcel of land, and all and singular other the premises herein before mentioned and meant or intended to be hereby bargained and sold, with their and every of their Appurtenances, unto the said John Gell and Robert black their Executors Administrators and Assigns from the Day

82 next before the Day of the date of these presents, for and during
and unto the full end and term of one whole year from thence
next ensuing, and fully to be complete and ended, yielding
and paying therefore unto the said Jane Ray the Rent of one
pepper Corn at the expiration of the said term, if the same
shall be lawfully demanded, to the intent and purpose that
by virtue hereof and by force of the Statute for transferring uses
into possession, they the said John Gell and Robert Clark
may be in the actual possession of all and singular the
premises above mentioned with the Appurtenances, and be
thereby enabled to accept and take a Grant and Release of
the Reversion and Inheritance thereof to them the said John
Gell and Robert Clark their heirs and Assigns forever, under
and subject to the limitations, Provisions and Conditions
therein declared of and concerning the same, In Witness whereof
the said Parties to these presents have hereunto set their hands
and affixed their Seals at Charleston on the day and in the
year first above mentioned Jane ^{her} Ray (sd) -
Seals and Delivered in the presence of ^{next} Gabriel Bailey,
Mary J. Deady, Caleb Clark, Received on the day of the
date of the within written Indenture of and from the within
named John Gell and Robert Clark the sum of ten shil-
lings in full for the Consideration Money within mentioned
Witness Gabriel Bailey Jane ^{her} Ray
Charleston. Mary J. Deady made oath she was present &
saw Jane Ray make her mark seal and as her Act and
Deed deliver the within Instrument of writing to and for the
uses and purposes therein mentioned, and that she signed
his name together with Gabriel Bailey and Robert Clark
as witnesses thereto, Sworn to before me this 25th August
Benjamin Motte Past 92. Recorded 26 August 1867.
State of South Carolina

This Indenture Tripartite made the
twelfth day of February in the year of our Lord one thou-
sand seven hundred and ninety nine, and in the twenty
third year of the Sovereignty and Independence of the
United States of America, Between William Thorneycroft of
the City of Charleston in the State aforesaid, Gentleman of the
first part, Jane Ray Relict and Widow of Joseph Ray late

of the City and State aforesaid, Butcher, deceased of the second
 part, and John Gell of the same place Butcher, and Robert
 Clark also of the same place Merchants of the third part,
 whereas a Marriage by Gods permission is shortly intend-
 ed to be had and solemnized between the said William Thorney
 and the said Jane Kay, whereas also the said Jane Kay at the
 time of dealing and Delivery of these presents is and stands
 seized in Fee Simple to her and her Heirs of and in the Lot Piece
 or Parcel of Land hereinafter mentioned and intended to be
 hereby granted and released, And whereas the said Jane Kay
 at the time of executing these presents is also possessed of in-
 terested in and entitled unto a considerable Personal Estate
 consisting of Six Negroes hereinafter mentioned, four Horses
 and a riding Chair, together with sundry Articles of Household
 Furniture particularly set forth in the Inventory thereof
 hereunto annexed, whereas also upon the treaty of the said Mar-
 riage, it hath been and is agreed upon between the said Will-
 iam Thorney and the said Jane Kay, that the said Real Estate
 should be by her the said Jane Kay granted and released unto
 the said John Gell and Robert Clark their Heirs and Assigns
 to for and upon the several uses and purposes, and subject
 to the trusts, intents and purposes in such manner as is
 hereinafter mentioned or limited expressed and declared of and
 concerning the same, and also that the said Personal Estate
 together with the future Issue and Increase of the said Female
 Slaves shall be by her the said Jane Kay granted bargained or
 sold or assigned and set over and vested in the said John Gell and
 Robert Clark their Executors Administrators and Assigns
 to for and upon the several trusts Intent and purposes
 hereinafter also 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 in further con-
 sideration of the sum of ten Shillings Sterling to her the said
 Jane Kay well and truly paid by the said John Gell and Robert
 Clark at or before at or before the dealing and Delivery of
 these presents, the receipt whereof is hereby acknowledged
 and for diverse other good causes and considerations her-
 therunto moving, she the said Jane Kay by and with the
 knowledge

84 knowledge, privacy consent and approbation of the said
William Thorne, her intended husband testified by his being
a party to and signing and sealing these presents, which he
doth in consideration of the said intended Marriage, hath granted
bargained sold aliened remised released, conveyed and confirmed &
by these presents doth grant bargain sell alien remise release
convey and confirm unto the said John Gell and Robert Clark
(in their actual possession now being by virtue of a bargain
and sale to them thereof made by her the said Jane Ray for
one whole year by indenture bearing date the day next be-
fore the day of date of these presents, and by force of the Statute
for transferring uses into possession) and to their heirs and assigns
for ever. All that the aforesaid Lot, Piece or Parcel of lands
situate lying and being on Cannon Street near the City of
Charleston in the State aforesaid, measuring and containing in
width and fronting on Cannon Street aforesaid two hundred feet
and in depth three hundred and ten feet be the same more or
less, cutting (and bounding to the Southward on Cannon Street
aforesaid, to the Westward on land of Mr. Thomas Mells, to
the Northward on Elliott Street, and to the Eastward on land
of Mr. Elizabeth Honeywood, Together with all and singu-
lar the Houses, Out Houses Stables, Ways, Passages, Walls, Fences
Yards, Gardens, Lights, Easements, Profits, Commodities Advan-
tages Emoluments, Priviledges, Hereditaments, Rights -
Members and Appurtenances whatsoever to or upon the said
Lot, Piece or Parcel of land standing being belonging or in
any wise incident or appertaining, and the Reversion and
Reversions, Remainders and Remainders, Rents, Issues and
Profits thereof and of every part and parcel thereof, and
also all the Estate Right Title Interest Use Trust, Posses-
sion, Property, Profit Benefit Claim and Demand whatso-
ever both at law and in Equity of her the said Jane Ray of
in and to the same, and every part and parcel thereof
in any wise howsoever, To have and to hold the said
Lot, Piece or Parcel of Land above mentioned with all &
singular the Rights Members and Appurtenances thereof
unto the said John Gell and Robert Clark their Heirs and
Assigns for ever, In Trust to and for and upon the seve-
ral uses intents and purposes and subject to the severat-

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85 *provisoes, powers limitations and agreements hereinafter mention-
ed limited, expressed and declared of and concerning the same
respectively, that is to say, in trust to and for the use benefit
and behoof of the said Jane Kay and her heirs until the solemniza-
tion of the said intended Marriage, and from and immediately after
the solemnization thereof, In Trust to and for the separate and dis-
tinct use benefit and behoof of her the said Jane Kay, and separate
and distinct from the estate of the said William Thorne, the intended
husband and not to be liable for his debts or contracts, or to his
contours, but to be at the sole disposal of the said Jane Kay,
as if she were a feme sole and unmarried, by Deed will or other
Instrument of writing duly executed in the presence of three or
more Credible witnesses at least to the same, and in case the said
Jane Kay should die without making any disposition thereof, or
leaving any will as aforesaid, then in trust to and for the use
benefit and behoof of such Child or Children as the said
Jane Kay may have by the said William Thorne, if one to the use
benefit and behoof of such Child his or her heirs and assigns for-
ever, if more than one, to the use benefit and behoof of such Children
their heirs and assigns for ever, as Tenants in Common and not as
Joint Tenants, and that the said John Gell and Robert Clark and
the Survivor of them his heirs and assigns shall and will convey
the same unto such Child or Children, his her or their heirs and
Assigns for ever, free and discharged of and from all further and
other Trusts whatsoever, But in case the said Jane Kay should
die before the said William Thorne without having made any
disposition thereof and without Issue by the said William Thorne
then In Trust to and for the use benefit and behoof of the said
William Thorne his heirs and assigns for ever, and that the said
Trustees and the Survivor of them his heirs and assigns shall
will convey the same unto the said William Thorne his heirs &
Assigns for ever free and discharged of and from all further &
other Trusts whatsoever, And this Indenture further
witnesseth that in further pursuance of the said agreements and
for the several Considerations aforesaid the the said Jane Kay by &
with the privy knowledge consent and approbation of the said
William Thorne testified as aforesaid hath granted bar-
gained sold assigned transferred and set over, and by these
presents, doth grant bargain sell assign transfer and set
over*

86 over unto the said John Gell and Robert Clark their Executors
Administrators and Assigns the following Negroe Slaves
to wit Macward Cedar, York, Roase, Kitty and Sarah, to-
gether with the future Issue and Increase of the Female
Slaves and also four Horses and a Riding Chair (the said
Negroes and Horses being in due form of law delivered)
and the household furniture in the said Inventory hereto
affixed and specified, and also all the Interest Right or
Title which she the said Jane Ray hath in Law or Equity
in and to the same To have and to hold the said six
Negro Slaves and the future Issue and Increase of the Female
Slaves, the said four Horses and the said Riding Chair unto
the said John Gell and Robert Clark their Executors Adminis-
trators and Assigns In Trust to and for such Persons, and to
for and upon the several uses intents and purposes as are
declared of and concerning the aforesaid Lot Piece or Parcel
of Land and Premises above mentioned, and the said Willi-
am Thorne for himself his Executors his Administrators
and Assigns, and for every of them doth Covenant promise
and agree to and with the said John Gell and Robert Clark
and the survivor of them, and the Executors and Administra-
tors of the Survivor of them by these presents, that if the said
Marriage shall take effect, that then he the said William
Thorne shall and will permit and suffer the said Jane
Ray to give grant and dispose of her said separate Estate
both Real and Personal or either as she shall think fit &
to make such Will or other writing as aforesaid, and
thereby to give order devise limit appoint or sell her
said separate Estate or any part thereof, to and for any use
intent or purpose whatsoever, and that he the said Wil-
liam Thorne shall and will permit and suffer such Will
Deed or writing as aforesaid hereafter to be made by the said
Jane Ray to be duly proved, acted upon and carried into
effect, and that the Persons or Persons to whom the said
Jane Ray shall give or dispose of any part of her said
separate Estate by her Will or any other writing afore-
said shall and lawfully may peaceably and quietly
have hold occupy possess and enjoy the same accord-
ing to the true intent and meaning of the said Parties

87 without any Let. Denial, hindrance or Interruption of or by
the said William Thorneys his Executors Administrators or
Assigns or any of them. In Witness whereof the said Parties to
these Presents have hereunto set their hands and affixed their
seals at Charleston on the Day and in the year first above
written Jane ^{her} ~~mark~~ ^{mark} Kay (decd) William Thorneys (dd) Seal & and
Delivered in the presence of Mary J. Deady Gabriel Bailey, John Clark.
Inventory of Household Furniture, referred to in the annexed
Deed, 14 Mahogany Chairs, 1 Book Case, 1 Side Board, 2 Card
Tables, 1 Tea Table, 1 Sofa, 1 Set of Dining Tables, 7 Mahogany
Tables, 1 Mahogany Desk, 1 Dozen Table Spoons, 1 Dozen Tea
Spoons, 2 Mahogany Bedsteads, 3 Feather Beds, 7 Looking Glasses
1 Clock, 2 Carpets, 3 Dozen Pictures, 2 Dozen Chairs, 2 Pair of Earthen
1 Dozen Shiny Plates, 1 Cream Jug, 1 Silver Loop Saddle -
Received on the day of the date of the within written Indenture
of and from the within named John Gell and Robert Clark, the
sum of ten Shillings Sterling in full for the Consideration Money
within mentioned Jane ^{her} ~~mark~~ ^{mark} Kay, Witness Gabriel Bailey -
Charleston. Mary J. Deady made oath she was present & saw
Jane Kay make her mark seal and William Thorneys sign
seal and as their Act and Deed deliver the within Instrument
of writing to and for the uses and purposes therein mentioned &
that he together with Gabriel Bailey and John Clark signed
their names as witnesses thereto, Sworn to before me this 25th
August 1801 Isaac Mott Dast 22. Recorded 25th August 1801
South Carolina

X This Indenture Tripartite made
the sixth day of June in the year of our Lord one thousand
eight hundred and one. Between Eleanor S. Walker of George-
town in the State aforesaid of the first part, The Reverend Joseph
B. Cook of Beaufort in the same State of the second part, and
Charles Dudgeon and William Walker of Georgetown aforesaid
Esquires of the third part, Whereas a Marriage is intended by
divine permission shortly to be had and solemnized between the
said Eleanor S. Walker and the said Joseph B. Cook, and whereas
the said Eleanor S. Walker is now lawfully and rightfully posses-
sed in her own right of and in right of several other slaves,
named as follows to wit Esther, Isaac and her Sister Dick, Big
Prince, Prince, Nancy, Lucy and Leah. And whereas

in prospect and consideration of the said intended marriage the said Joseph B. Cook and the said Eleanor S. Walker have agreed that the said Eleanor S. Walker shall grant bargain and sell the said negroe and other Slaves with their future issue and increase unto the said Cornelius Dudgee & William Walker the Survivor of them his Executors and Administrators, In Trust nevertheless to and for the several and respective uses intents and purposes hereinafter mentioned expressed and declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said agreement and in Consideration of the said intended marriage and also for and in Consideration of the sum of five pounds to the said Eleanor S. Walker in hand well and truly paid by the said Cornelius Dudgee and William Walker at & before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and for settling and assuming all and singular the premises to and for the several uses intents and purposes hereinafter mentioned, expressed & declared and for divers other good causes and considerations the said Eleanor S. Walker thereunto moving, she the said Eleanor S. Walker by and with the privy consent approbation and agreement of the said Joseph B. Cook testified by his being made a party to and signing sealing and delivering these presents, hath granted bargained and sold and by these presents, doth grant bargain and sell and in due form of law deliver unto the said Cornelius Dudgee & William Walker and the Survivor of them, his Executors and Administrators all and singular the said negroe & other Slaves named Esther, Bled and her child Dick, Brig. Prince, Prince, Nancy, Judy and Leah with their future issue and increase, To have and to hold, the said negroe and other Slaves with their future issue and increase unto the said Cornelius Dudgee and William Walker or the Survivor of them and the Executors Administrators and Assigns of such Survivor for ever, In Trust nevertheless to and for the several and respective uses intents and purposes hereinafter mentioned expressed and declared of and concerning the same. That is to say, In

Trust to and for the use benefit and behoof of the said Eleanor I Walker her Executors Administrators and Assigns until the said intended Marriage shall be solemnized and take effect, and from and immediately after the solemnization of the said intended Marriage, then upon this further trust and confidence that they the said Cornelius DuRoi and William Walker and the Survivor of them and the Executors and Adminors of such Survivor, do and shall and will during the joint lives of the said Joseph B. Cook and Eleanor I Walker his wife well and truly permit and suffer the said Joseph B. Cook to have the use, occupation and enjoyment of the said Negroe and other Slaves and their future issue and increase and in case the said Eleanor I Walker should survive the said Joseph B. Cook, then and on that event or contingency upon this further trust and confidence that the said Cornelius DuRoi and William Walker and the Survivor of them and the Executors and Administrators of such Survivor shall stand possessed of the said Negroe and other Slaves and their issue and increase to and for the use benefit and behoof of the said Eleanor I Walker so surviving her Executors Adminors & Assigns for ever, and immediately reconvey and averse the same unto her according acquitted and discharged of any further trust limitation or appointment whatsoever, but in case the said Joseph B. Cook shall survive the said Eleanor I Walker his wife, then and on such event and contingency upon this further trust and confidence that the said Cornelius DuRoi and William Walker and the Survivor of them and the Executors and Administrators of such Survivor do and shall well and truly permit the said Joseph B. Cook so surviving to have the use occupation and enjoyment of the said several Negroe or other Slaves with their issue and increase for and during the term of his natural life without any constraint control or interruption of or by the said Cornelius DuRoi or William Walker or the Survivor of them or the Executors and Administrators of such Survivor on any account or pretence whatsoever, and from and immediately after the death of the said Joseph B. Cook then upon this further trust and confidence that they the said Cornelius DuRoi and William Walker and the Survivor of them and the Executors and Administrators of such Survivor do and shall stand possessed of the said Negroe and other

Slaves

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X Slaves and their issue and increase to and for the use benefit &
behoof of all and singular the children of the said Joseph B
Cook on the Body of the said Eleanor I Walker to be begotten
and the lawful issue of any such children who may happen to be
dead equally and impartially to be shared and divided between
and among them and their Executors Administrators and Assigns
for ever as Tenants in Common and not as joint Tenants. But the
issue of any such deceased child to take on the said division only a
child's part or share in right of the child such issue represents
if at the time of the decease of the said Joseph B Cook he shall have
living more than one child begotten on the body of the said Eleanor
I Walker or lawfully issue of any such children who may so happen
to be dead, and in case there shall be then living only one child
of the said Joseph B Cook on the body of the said Eleanor I Walker
his wife begotten or lawful issue of one child so happening to be
dead, then in trust for the use benefit and behoof of such only
child or the issue of such child then deceased, his her or their
Executors Administrators and Assigns as the case may be for
ever, and in default of children or any child of the said Joseph
B Cook on the Body of the said Eleanor I Walker to be be-
gotten or them or any of their Issue living at the time of the
decease of the said Eleanor I Walker, and he the said Joseph
B Cook surviving the said Eleanor I Walker his wife, then in
trust for the use benefit and behoof of the said Joseph B Cook
during his natural life and from and immediately after the
Death of the said Joseph B Cook in Trust that the said Cornelius
Dubie and William Walker and the Survivor of them and the
Executors and Administrators of such Survivor do and shall
stand possessed of all and singular the premises to and for
the use benefit and behoof of M^{rs} Hannah Walker M^{rs} Abigail
Dudley and the aforesaid William Walker their Executors
Administrators and Assigns and to the Survivors or Survivor
of such of them as shall die without issue during the life
time of the said Joseph B Cook and to the Executors and
Administrators of such Survivors or Survivor. But in
case the said Hannah Walker Abigail Dudley and
William Walker shall all die during the life time of the said
Joseph B Cook and without issue then in Trust for the use
benefit and behoof of the Executors Administrators Assigns

91 of him the said Joseph B. Cook and grant according and assign
the same unto him her or them accordingly acquitted release dis-
charged of any further or other trust limitation or appoint-
ment whatsoever, any thing herein before contained to the con-
trary thereof in anywise notwithstanding. In Witness whereof
the said parties to these presents, have hereunto set their hands &
Seals the day and year first above written. Well. W. Walker
Ed. C. D. Duke (Ed.) Joseph B. Cook Ed. Laborn & W. K. K. K.
Sealed and Delivered in presence of Sarah D. Laborn, Mary E.
Duke, William Grant, South Carolina George Town District.
Personally appeared before me William Grant one of the sub-
scribing witnesses to the within Instrument of writing who
being duly sworn made oath that he did see the within
named parties sign seal and deliver the said Instrument
of writing, for the uses intents and purposes therein expressed
and that Sarah D. Laborn and Mary E. Duke together with
the Deponent signed their names as witnesses to the same -
Sworn before me this first day of September A.D. 1807 Geo.
Heriot J. D. Recorded 3^d September 1807.

State of S. Carolina

Know all men by these presents that we John
Welch of the Parish of S. Bartholomews on the one part and
Mary Ann Hamilton on the other part, do agree (being
about to enter into Holy Wedlock) to the following Agree-
ment, first that the property of which the said Mary
Ann Hamilton now possesses before Marriage, shall re-
main still her own, free to her control, and not liable
for the debts of the said John Welch, that has or may be
hereafter contracted, and the property namely seven
Negroes and their Increase, to be held by the said Mary Ann
Hamilton during her life, and should she die with Issue
begotten by this Marriage the property above mentioned to go
to the said Issue, But if no issue be by the said Marriage,
the property to be given by her to any person she may think
proper by her Last will and Testament, unto the said Agree-
ment we have both subscribed our names and affixed our
seals this 25th June 1807

John Welch (Ed)

and in the presence of us the subscribers
Mary A. Hamilton (Ed)

State of S. Carolina. Personally appeared me Rev.^d Thomas D. Bladen Rector of St. Bartholomew Parish, make the oath and say that he saw John W. M. and Mary A. Hamilton sign seal and deliver the within instrument of writing to and for the purposes therein mentioned and that he together with John Hood signed their names as witnesses thereto. Tho^s. D. Bladen. Suborn before me June the 27th 1801. Matt^r. O'Driscoll 2^d M. Recorded 23^d September 1801. South Carolina (Stamp)

This Indenture tripartite made this seventeenth day of April in the year of our Lord one thousand eight hundred and one, and in the twenty fifth year of American Independence, Between William Allan of the City of Charleston in the State of South Carolina Merchant, of the one part, Sarah Haig of the same place Spinster of the second part, and Robert McKewen Haig and Charles Elliott Rowland of the third part, Whereas a marriage by Gods permission is shortly intended to be had and solemnized between the said William Allan and the said Sarah Haig, And whereas George Haig of St. Pauls Parish in the State aforesaid deceased in and by his last Will and Testament, bearing date on the fourth day of January in the year of our Lord one thousand seven hundred and ninety did after making divers bequests therein particularly mentioned, order and direct that as soon as his just debts were paid, the remaining parts of his Negroes, not already thereby bequeathed should be divided into three equal parts or shares, one share whereof to be chosen by any one or two of his Executors therein after named to be again divided into two equal shares, and drawn by lot, by his sons Legehaiah Maham Haig and George Haig, (or by some person for them) which said Negroes he gave to his said sons Legehaiah Maham Haig and George Haig, and to their heirs and assigns for ever, and the other two remaining parts or shares thereof to be divided into three equal shares or lots, and drawn for by his son Robert McKewen Haig, and his Daughters the said Elizabeth Haig and Eliza Maria Haig (or some one for them) which Negroes he gave unto them their heirs and assigns for ever, and the said George Haig did therein and thereby appoint

43 Mary Haig as long as she should remain his widow. Executors of his said will, and died without revoking or altering his said will, and since his death, the said John Blake, John James Haig and Robert Miles and William Washington, some of them, have duly qualified and taken upon themselves the burden and execution thereof, as in and by the said will proved and recorded in the Office of the Ordinary of Charleston District, reference being thereunto had will more fully and at large appear. And whereas upon the treaty and previous to the said intended marriage it hath been and is agreed, between the said William Allan and the said Sarah Haig, that whatever share or portion of the Estate, of her Father the said George Haig, she the said Sarah Haig is or may be entitled to under and by virtue of the above recited or any clause in the said will, and all and every other her Estate whatsoever shall be assigned and secured upon the trusts, and to the uses intents and purposes hereinafter mentioned and declared concerning the same. Now this Indenture witnesseth that in pursuance, and in performance of the said recited agreement, and in consideration of the said intended marriage, and for divers other good and valuable causes and considerations, her therunto especially moving, she the said Sarah Haig, by and with the knowledge privacy consent and approbation of the said William Allan her intended husband, testified by his being a party to, and executing these presents) hath granted bargained and sold assigned transferred and set over, and by these presents, doth grant bargain and sell assign transfers and set over unto the said Robert McKim Haig and Charles Elliott Rowland and to the Survivor of them, and to the Executors Administrators and Assigns of such Survivor, All and singular such negro Slaves, as are bequeathed to her by the will of her said Father and all and every such share or portion of the Estate of her said Father the said George Haig which she the said Sarah Haig or the said William Allan, shall or may in her right, or otherwise, might be entitled unto, under and by virtue of the said will, and all other sum and sums of Money, Chattels and Estate whatsoever which under and by virtue of the said will of the said George Haig or otherwise, or in any other way or by any other means whatsoever belong or of right ought to belong to the said Sarah

94 King, and all the right, title, interest, property claim and demand
whatsoever, both at law and in Equity of her the said Sarah King of
me and to the same and every part thereof to have and to hold
the said Negro Slaves together with their future issue and increase
and also to have, hold, receive and take all and every the said
share or portion sum and sums of money, goods, chattels and
estate hereby granted and assigned as aforesaid, and every part
thereof unto the said Robert McKenstry and Charles Elliott
Rowan, and to the Survivor of them, and to the Executors Admin-
istrators and Assigns of such Survivor, But never the less
upon the trusts, and for the intents and purposes hereinafter
expressed and declared of and concerning the same, and for
the considerations aforesaid, she the said Sarah King with the
consent and approbation of the said William Allan (testified
as aforesaid) and also he the said William Allan, do and each of
them doth make nominate and appoint, the said Robert
McKenstry and Charles Elliott Rowan and the Survivor of
them, and the Executors Administrators and Assigns of such
Survivor, their true and lawful Attornies and Attorneys for
and in the name and names of them, and each of them (but upon
the trusts hereinafter mentioned concerning the same) to ask
demand and receive of and from the Executors of the said George
King, and of and from all other persons whomsoever, that
may be liable to deliver the said Negroes or assign the said
share or proportion of the Estate of the said George King,
or other the Estate of the said Sarah King hereby assigned,
and every part thereof, and on receipt thereof, to give sign
and execute any acquittance or acquittances release or
releases or other effectual discharge or discharges for the
same, and on non delivery or non payment thereof for and in
the name and names of the said William Allan and Sarah
King and each of them, to bring commence carry on and pro-
secute any suit or suits or other proceeding or proceedings
whatsoever, and generally to do execute and perform any
other Act deed matter or thing whatsoever relative to the
receipt and recovery of the said Estate hereby assigned, as fully
and absolutely to all intents and purposes whatsoever, as they
the said William Allan and Sarah King or either of them
might or could do in either of their proper person or persons.

95 and it is hereby agreed by and between the said parties to these presents
that the said Robert Mackewon Haig and Charles Elliott Rowland, and the
survivors of them, and the Executors Administrators and Assigns of such
survivors, shall stand possessed of and interested in the said negroes
and Estates hereby assigned, and the interest and annual produce
thereof, and every part thereof, upon the Trusts hereinafter men-
tioned, that is to say, In Trust for the said Sarah Haig her Executors
Administrators and Assigns, until the said intended marriage shall
be had, and from and immediately after the solemnization thereof
then in trust to the use and behoof of the said Sarah Haig her
Heirs and Assigns forever, and in case it should so happen that
the said Sarah Haig should depart this life, during the life
time of the said William Allan, then upon this further trust that
the same should be disposed of, unto and amongst such persons,
in such parts shares and proportions and upon such conditi-
ons, and in such manner and form, as she the said Sarah Haig,
notwithstanding her Coverture, by any Deed in writing or by
her Last will and Testament in writing, to be by her duly
executed in the presence of two or more Credible witnesses -
shall give direct limit and appoint the same (which Deed
writing, or will she the said Sarah Haig is hereby, and by the
said William Allan her intended husband, enabled and empow-
ered to make) and for want of such gift disposition direction
limitation or appointment, then the same to go to her Heirs
and Assigns forever. In Witness whereof the said parties to
these presents have hereunto set their hands and seals, at
Charleston aforesaid, on the day and in the year first herein
written W^m Allan (sd) Sarah Haig (sd) Robert Mackewon
Haig (sd) Chas. E. Rowland (sd) Sealed and delivered being
first duly stamped in the presence of Elizabeth L. Hutchinson
Jane J. Blake, Charleston p. W^o Elizabeth L. Hutchinson
made oath she was present and saw William Allan, Sarah
Haig, Robert Mackewon Haig and Charles Elliott Rowland
sign seal and as their act and deed deliver the within In-
strument of writing to and for the uses and purposes therein
mentioned and that she signed her name as a witness to the
same. Sworn to before me this 9th of October 1801 -
Jasac Mott Dart D2 Recorded 9th October 1801

Par devant nous John Mitchell Esq. notaire public
 par lettres Patentes Son le Grand Secré de l'Etat
 de la Province du Sud. Virement Commis par nous
 allouement à la résidence de Charleston - L. C. Foley
 de Angelique Guerin de la ville de Charleston Esq.
 de Province du Sud, avec Marie Felicite Rochford
 la mere d'Angelique Guerin. lesquels ont promis
 de se marier ensemble a la premiere requisition
 qu'une d'Elles en fera a l'autre a peine de tot
 depends somages et futerits contre les parties Refusantes
 et pour le support des charges du futur mariage la
 futur Epouse du consentement express de la mere
 et en presence des Temoins soussignés avec nous.
 Se constitue en dot la somme de quatre mille
 huit cents trente huit livres reconnues par le dit
 futur epoux existant dans la maison
 fraternelle tant en mobilier qu'immobilier non
 compris leur males de hardes & plusieurs Bijoux
 appartenant tant a la mere qu'a la future Epouse
 qui a Elle meme; la quelle somme somme de
 quatre mille huit cents trente & huit livres le futur
 folz futur Epoux demeure Reconnait existant, par
 l'assentement qu'il en a fait bien meme, Et Reconnait
 a la future Epouse. Surtout les Bienes presents
 et a venir & ne pourra vendre Engager ni hypothéquer
 sans le consentement Express et par écrit de la
 future Epouse que la mere constitue des apresant
 Son Autorité Universelle, Reservant a cet Effet tous
 les tementes en seduilles Anterieurs a ce present, a la
 charge par les futur epoux de pourvoir a tous les
 besoins en cas d'incompatibilité dans leur mariage,
 le futur folz d'autre part se constitue la somme
 de quatre cents livres qu'il possede de la diffunte
 sa mere Epouse Et qu'il donne a son fils Epoux
 d'autre. Et y en a Anterieurement la somme de quatre cents
 livres le futur Angelique Guerin, et l'autre
 son pouvoir de deux filles Epoux a l'epoque du
 present. Les Futurs Epoux forment en outre
 que toute les dettes contractées anterieures a ce jour

97 Date du present Seront acquiesces des fonds de la fortune
qui les aura contractés Et finalement pour prévenir
tout desordre Dans leur menage et sans fins d'y
perpetuer L'union Et la paix les futurs epoux
s'obligent et promettent ne pouvoir se separer
l'un de l'autre sans cause Legitime Devenant
prouver. Et constaté promettant et s'engageant en ce
cas que le premier d'entre eux a défaut de fonction
qui exigera une separation indemnisera le second
de la somme de deux mille livres et si un
accident de cette Espèce se contraindre aux loix
divines et humaines avoir deux et qu'a cette
Epoque ils aient un ou plusieurs enfants que
de leur mariage le père sera tenu de pourvoir
a la subsistance des Garçons Et la mere a celle
des filles au cas que leur nombre soit egal et
en cas de pluralité des uns ou des autres le
surcharge sera indemnisé de la somme de huit
livres par mois par tête des surplus jusqu'a l'age
de seize ans Et au dernier lieu Les futurs epoux
se donnent mutuellement tout ce qui pourroit leur
appartenir a eux ou a leurs enfants et restent par cette
clause Volontaire Heritiers l'un de l'autre au dernier
Survivant Et s'interdisent reciproquement la faculté
de faire aucune disposition contraire voulant que le
present Commune Gage de leur amour sois de
garant Reciproque de leur fortune fait et signé
a Charleston en presence de J. Clastree et de Jean
Tennison les quels ont signé d'après les futurs Epoux
et nous. L. J. folzy. ^{Mary Anne} ^{Selfate} + Robert. a Angeline
Guern. J. Clastree témoin A. Gerard témoin
In Testimony whereof I the said Notary have hereunto set my
hand, and affixed my Seal of Office at Charleston this fourth
day of May in the year of Our Lord one thousand seven hundred
and ninety five nine, and in the twenty third year of the Independence
of the United States of America. In Mitchell's Vol Pub. 

Recorded 23^d October 1801.

98 South Carolina

This Indenture made the fifth day of October
in the year of our Lord one thousand eight hundred and one
Between Susanna Bruce of Charleston in the State aforesaid
said Widow; of the one part, and Samuel Beckman and Alexander
Garden of the other part, Witnesseth, that the said
Susanna Bruce for and in consideration of five shillings
sterling money to her in hand paid by the said Samuel
Beckman and Alexander Garden at and before the seal-
ing and delivery of these presents, the receipt whereof is
hereby acknowledged, hath bargained and sold, and by these
presents doth bargain and sell unto the said Samuel Beckman
and Alexander Garden their Executors Administrators and
Assigns, All that Tract of two hundred and fifty Acres of
Swamp and Marsh lands, together with three hundred Acres
of high land being part of the Tract of W. Thomas Smith
her Father resided on, Bounded Northwardly by each of the
Tracts bequeathed to her Brothers Robert Smith and Henry Smith
which she became possessed of upon the death of her said Fa-
ther, and the reversion, and reversions, remainder and remain-
ders rents issues and profits, of all and singular the said
premises and every part and parcel thereof with the ap-
purtenances which she the said Susanna Bruce is legally
and possessed of. To have and to hold the said Tract of land
above mentioned and bargained and sold and every part &
parcel thereof with the appurtenances unto the said Samuel
Beckman and Alexander Garden or either of their Executors
Administrators and Assigns from the day next before the day
of the date these presents for and during and unto the full end
and term of one whole year from thenceforth next ensuing
and fully to be completed and ended. Yielding and paying
therefore unto the said Susanna Bruce her Heirs or Assigns
the rent of one pepper Corn if the same shall be lawfully
demanded, to the intent that by virtue of these presents, &
by force of the Statute for transferring uses into possession
(made of force in this State) the said Samuel Beckman and
Alexander Garden may be in the actual possession of all
and singular the said premises, and be thereby enabled to
take and accept of a grant and release of the reversion &

Ms. No. 11.00

See Miscellaneous 3

99 Inheritance thereof to them and their heirs, to the only proper use and
behalf of the said Samuel Beckman and Alexander Garden their
or either of their heirs and assigns for ever, In witness whereof the said
Susanna Bruce her heirs Executors Administrators and assigns for
ever, In Witness whereof the parties to these presents have hereunto
set their hands and seals the day and year first above written
Susanna Bruce (sd) Sealed and Delivered in the presence of Son^r
Bryan W Smith Senr. Charleston, William Smith Junr made
oath he was present and saw Susan Bruce sign seal and as her 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. Given before me this 4th November 1801
Jesse Mott Datt 22 Recorded 14th Nov 1801.
South Carolina

Indenture tripartite made the death
year of our lord one thousand eight
tween M^{rs} Susanna Bruce of Charleston
widow of the first part, Andrew Smylie of
hant of the second part, and Samuel
Garden of the third part, Whereas
to be had and solemnized, between the said
said Andrew Smylie and whereas the said
time of executing these presents is lawfully
seized and possessed in her demesne as of fee simple of sundry
Lands meadows Tenements, Hereditaments and other Real Estate
herein after particularly described, and is also entitled to and pos-
sessed of a personal property and Estate consisting of the Negroes
herein after mentioned and named and of the goods and chattels in
the list or Schedule hereunto annexed, And whereas upon the
treaty of and previous to the intended marriage aforesaid it hath been
and is agreed to by and between the said Susanna Bruce and Andrew
Smylie that the Real and personal Estate of the said Susanna Bruce
shall be by her granted released and assigned to and vested in them
the said Samuel Beckman and Alexander Garden their heirs Executors
Administrators and assigns upon the special trust and confidence
and to and for the several uses intents and purposes hereinafter men-
tioned 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

Now 1801
Page 100
Susanna Bruce
Jesse Mott

about the barotina

This Indenture made the fifth day of October
in the year of our Lord one thousand eight hundred and one
Between Susanna Bruce of Charleston in the State of
said Widow, of the one part, and Samuel Beckman and Alex-
ander Garden of the other part, Witnesseth that the said
Susanna Bruce for and in consideration of five shillings
sterling money to her in hand paid by the said Samuel
Beckman and Alexander Garden at and before the seal-
ing and delivery of these presents, the receipt whereof is
hereby acknowledged, hath bargained and sold, and by these
presents doth bargain and sell unto the said Samuel Beckman
and Alexander Garden their Executors Administrators and
Assigns, All that Tract of two hundred and fifty Acres of
Swamp and Marsh Land, together with a certain
of high land being part of the tract of land which
her father received from the said John Beckman
Tract bequeathed to her by the said John Beckman
which she became possessed of upon the death of the said
John Beckman, and the several improvements thereon
and the several premises and every part and parcel
thereof with the appurtenances unto the said Samuel
Beckman and Alexander Garden or either of their Executors
Administrators and Assigns from the day next before the day
of the date these presents for and during and unto the full end
and term of one whole year from thenceforth next ensuing
and fully to be complete and ended, Yielding and paying
therefor unto the said Susanna Bruce her Heirs or Assigns
the rent of one pecker Corn if the same shall be lawfully
demanded, to the intent that by virtue of these presents, &
by force of the Statute for transferring uses into possession
(made of force in this State) the said Samuel Beckman and
Alexander Garden may be in the actual possession of all
and singular the said premises, and be thereby enabled to
take the accept of a grant and release of the reversion &

99 Inheritance thereof to them and their heirs, to the only proper use and behoof of the said Samuel Beckman and Alexander Garden their or either of them heirs and assigns for ever, In Witness for the said Susanna Bruce her heirs Executors Administrators and assigns for ever, In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written
Susanna Bruce (Wid) Sealed and Delivered in the presence of Son^a Bryan M Smith the said Charles Smith, William Smith Junior made oath he was present and saw Susan Bruce sign seal and as her 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. Given before me this 4th November 1801
Isaac Noble Dart 22 Recorded 14th Nov 1801
South Carolina

This Indenture tripartite made the sixth day of October in the year of our lord one thousand eight hundred and one, Between M^{rs} Susanna Bruce of Charleston in the State aforesaid Widow of the first part, Andrew Smylie of the same place Merchant of the second part, and Samuel Beckman and Alexander Garden of the third part, Whereas a Marriage is shortly to be had and solemnized, between the said Susanna Bruce and the said Andrew Smylie and whereas the said Susanna Bruce at the time of executing these presents is lawfully seized and possessed in her demesne as of fee simple of sundry Lands messuages Tenements, Hereditaments and other Real Estate herein after particularly described, and is also entitled to and possessed of a personal property and Estate consisting of the Negroes herein after mentioned and named and of the goods and chattels in the list or Schedule hereunto annexed, And whereas upon the treaty of and previous to the intended marriage aforesaid it hath been and is agreed to by and between the said Susanna Bruce and Andrew Smylie that the Real and personal Estate of the said Susanna Bruce shall be by her granted released and assigned to and vested in them the said Samuel Beckman and Alexander Garden their heirs Executors Administrators and assigns upon the special trust 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

See Indenture between Susan and Andrew Smylie Page 110

and also of ten Shillings Sterling money to the said Susanna -
 Bruce in hand paid the receipt whereof is hereby acknowledged
 and for divers other good and sufficient causes and considera-
 tions her therunto specially moving she the said Susanna Bruce
 by and with the privacy and consent of the said Andrew Smythe
 her intended husband testified by his being a party to and
 executing these presents hath granted bargained sold -
 aliened released conveyed and confirmed, and by these presents
 doth grant bargain sell alien remise release convey and
 confirm unto the said Samuel Beckman and Alexander -
 Garden in their actual possession now being by virtue of a
 bargain and sale to them thereof made by the said Susanna -
 Bruce by Indenture of lease bearing date the day next before
 the day of the date of these presents, for the term of one year, and
 by force of the Statute for transferring uses into possession
 (of force in this State) and to their heirs and assigns for ever,
 All that Tract of two hundred and fifty acres of Swamp and
 Marsh Lands, together with three hundred Acres of high Land
 being part of the Tract of Mr. Thomas Smith her Father resided
 on, Bounded Northwardly by each of the Tracts bequeathed to her
 Brothers Robert Smith and Henry Smith which she became
 possessed of upon the death of her said Father, Together with
 all and singular the Tenements Messuages and vicere ditaments
 whatsoever and wheresoever the same may be situated or
 which have descended to or become vested in, or which the
 said Susanna Bruce may be or is any wise interested in or
 entitled to, or may at any time hereafter be interested in or
 entitled to by any manner way or means whatsoever as if
 the same were herein particularly contained and described
 Together with all and singular the Houses, out Houses, build-
 ings hereditaments rights members and appurtenances
 whatsoever to the said Tract of Land or other Real Estate of the
 said Susanna Bruce may belong, And this Indenture
 further witnesseth that for the consideration aforesaid
 and in further pursuance of the said Agreement and in con-
 sideration of the further sum of ten Shillings to her in hand
 paid by the said Samuel Beckman and Alexander Garden
 the receipt whereof she doth hereby acknowledge, she the said
 Susanna Bruce by and with the like privacy and consent of