

of one moiety or half part of a mortgage of the
 aforesaid negroes together with others spec-
 ified and named in a Deed of Gift bearing
 date herewith in which I have given certain
 negroes to my grand daughter Rosanna Theus
 sister of the said Caroline Elina Theus which
 said mortgage is given by me to David Deas
 Esquire to secure a bond of mine for the sum
 of seven hundred pounds with one moiety
 or half part of ^{which} said bond & mortgage I hereby
 charge and make liable this Deed of Gift to the
 payment of it being the only Incumbrance on
 the aforesaid negroes and with the payment
 of the other moiety or half part of the said
 bond and mortgage I have made the ne-
 groes liable to the payment of ^{which} I have in
 and by the Deed of Gift ^{attested} to given to my
 other grand child the said Rosanna Theus
 as in and by the same on reference had will
 fully appear. And in case they the said John
 Palmer Junior and Joseph Palmer or either
 of them or the Survivor of them or the Executors
 Administrators or assigns of such Survivor
 shall or may be put to bear pay or expend
 or incur any charges or expenses in and about
 the execution of the trust hereby in them
 reposed that then and in such case it shall
 and may be lawful and I do hereby authorize
 and empower them to deduct and retain to him-
 self or themselves out of the said trust estate all
 such costs charges and expenses as may be rea-
 sonable and as they or either of them may
 be put to in the execution of the trusts hereby
 in them reposed. In Witness whereof I the
 said Rosanna Theus have hereunto set
 my hand and Seal at Charleston in the
 State aforesaid this eleventh day of September
 in the year of our Lord one thousand seven
 hundred and ninety nine and in the twenty fourth
 year of ^{the} American Independence of the United States

of America. Rosanna Theus L. I. Sealed & delivered in the presence of Wm Lee Junr. Langdon Cheves. Received on the day & year aforesaid of and from the within named Trustees the sum of ten dollars being the consideration money within mentioned to be paid by them to me Rosanna Theus Witness Wm Lee Jr. L. Cheves. Charleston & Langdon Cheves made oath that Rosanna Theus signed the Receipt & above written and also the foregoing Deed of Gift for the purposes therein mentioned and that he with Wm Lee Jr. witnessed the same. Sworn 23d. Sept. 1806 before Daniel Huger. L. U.
Recorded 23d. September 1806.

South Carolina. This Indenture Tripartite made the twentieth day of July in the year of our Lord one thousand eight hundred and six between Ann Eliza M^r. Ives of Darlington District in the State aforesaid of the first part John W. Davis of Georgetown in the same State of the second part and David B. Williams of the aforesaid District of the third part. Whereas a marriage is intended by divine permission shortly to be had and solemnized between the said Ann Eliza M^r. Ives and the said John W. Davis and whereas the said Ann Eliza M^r. Ives is entitled to two undivided fifteenth parts of the real and personal estate of John M^r. Ives her late Father under and in virtue of his last Will and Testament. And whereas the said real and personal estate has not yet been divided between the parties interested therein so that the share of the said Ann Eliza M^r. Ives can be specifically pointed out. And whereas also in prospect and consideration of the said intended marriage the said John W. Davis and the said Ann Eliza M^r. Ives have agreed that the said Ann Eliza

M^r. Iver shall grant bargain sell and
 deliver unto the said David R. Williams his
 heirs Executors and Administrators her
 said fifteenth parts of the said real and
 personal estate of the said John M^r. Iver de
 ceased In trust nevertheless to and for the
 several and respective uses intents and
 purposes hereinafter mentioned approved
 and declared of and concerning the same
 Now this Indenture witnesseth that in pur
 suance of the said agreement and in con
 sideration of the said intended marriage
 and also for and in consideration of the
 sum of five pounds to the said Ann Eliza
 M^r. Iver in hand well and truly paid
 by the said David R. Williams at and
 before the sealing and delivery of these
 presents the receipt whereof is hereby acknow
 ledged and for settling and approving all
 and singular the premises to and for the
 several uses intents and purposes herein
 after mentioned and for divers other good cau
 ses and considerations the said Ann
 Eliza M^r. Iver thereunto moving she the
 said Ann Eliza M^r. Iver by and with
 the ~~said~~ privity consent approbation and
 agreement of the said John ~~the~~ Davis
 testified by his being made a party to
 and signing sealing and delivering these
 presents hath granted bargained sold &
 delivered and by these presents doth grant
 bargain sell and deliver unto the said Da
 vid R. Williams his heirs executors and
 administrators all and singular her
 said undivided fifteenth parts of the
 real and personal estate of the said
 John M^r. Iver deceased (all which said
 real and personal estate of the said John
 M^r. Iver deceased is mentioned and contained
 upon a Schedule thereof signed by the parties

to those presents) To have and to hold the said undivided-fifth parts of the said real & personal estate with the increase of the same unto the said David R. Williams his heirs Executors and Administrators forever. In trust nevertheless to and for the use benefit and behoof of the said Ann Eliza C.W. Ives her heirs executors and 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 he the said David R. Williams his heirs executors and administrators do and shall during the joint lives of the said John W. Davis and Ann Eliza C.W. Ives his wife well and truly permit and suffer the said John W. Davis to have the use occupation and enjoyment of the portion of the said Ann Eliza C.W. Ives herein and hereby intended to be conveyed and to take and receive the rents issues and profits thereof to his own use and behoof but so as that the same shall not in any wise be subject to the debts or engagements of the said John W. Davis. And in case the said Ann Eliza C.W. Ives should survive the said John W. Davis then and on that event or contingency upon this further trust and confidence that the said David R. Williams his executor & administrators shall stand possessed of the said real and personal estate hereby intended to be conveyed for the use benefit and behoof of the said Ann Eliza C.W. Ives or surviving her heirs executors administrators and assigns forever and ~~immediately~~ ^{immediately} reconvey aforesaid and assign the same to her accordingly acquitted and discharged of any further trust limitation or appointment whatsoever but in case the said John W. Davis shall survive

the said Ann Eliza W. Iver his wife then
 and on such event upon this further trust &
 confidence that he the said David B. Wil-
 liams his heirs executors and administrators
 do and shall stand possessed of the said
 real and personal estate hereby intended
 to be conveyed to and for the use benefit and
 behoof of all the children of the said John
 W. Davis on the body of the said Ann Eliza
 W. Iver to be begotten and the lawful if
 sue of any such children who may hap-
 pen to be dead equally and impartially to be
 shared and divided between and among
 them and their heirs executors and admin-
 istrators and assigns for ever But the
 issue of such child dying as aforesaid take
 on the said division only a child's part or
 share in right of the child such issue repre-
 sents. And in default of children or any
 child of the said John W. Davis on the bo-
 dy of the said Ann Eliza W. Iver to be
 begotten or their or any of their issue living at the
 time of the decease of the said Ann Eliza W.
 Iver and he the said John W. Davis surviving her
 then in trust that the said David B. Wil-
 liams and his heirs executors and admin-
 istrators do and shall stand possessed
 of all and singular the premises hereby
 intended to be conveyed to and for the
 use benefit and behoof of the said John
 W. Davis his heirs executors and adminis-
 trators and assigns and grant and recon-
 vey the same unto him freed and discharge
 ed of and from any further or other trusts
 limitation or appointments whatsoever
 Provided nevertheless and it is the true in-
 tent and meaning of these presents and
 of the parties hereto that the said John
 W. Davis shall have full power by and
 with the consent approbation and agreement

of the said David R. Williams his heirs or
 executor or administrators to sell and dispose of
 any or all of the said real and personal estate here
 by intended to be secured always vesting the pro
 ceeds arising from the sale thereof in such other
 property as shall be deemed most productive
 for the uses and purposes and under the li
 mitations and appointments herein
 before set forth and declared but for no other
 uses or purposes whatsoever. In witness
 whereof the said parties to these presents have
 hereunto set their hands and seals the day and
 year first above written. David R. Williams
 Ld. John Davis L. A. E. M. Iver L. S. -
 Sealed and delivered in presence of William
 Grant. John Evander M. Iver. Schedule of
 the real and personal estate of John M.
 Iver deceased the two fifteenth parts of
 which is conveyed to David R. Williams
 Esquire in the Indenture herunto annexed
 made the twentieth day of July one thousand
 and eight hundred and six between
 Ann Eliza M. Iver of the first part; John
 M. Davis of the second part and the said
 David R. Williams of the third part viz
 an undivided moiety of a Plantation or tract
 of land situate in Darlington District
 in the State of South Carolina on the South
 side of Buckholts creek containing fif
 teen hundred acres more or less. A house &
 lot situate in the City of Charleston on Bay
 Street No. number (44) forty four.
 A lot of land in the same City situate in
 Church Street. A house and lot situate
 in the same City in Meeting Street.
 A house and lot situate in the same City
 in Trade Street also the following negro &
 other slaves named Caesar Doll John June
 Sarah Jude Sylla York Phillis Smart Frank
 Hampton Betty Amy China Carolina Peter

Shepherd Jack and Stephen. At E. M. Sver
 John Davis David B. Williams Witnfs William
 Grant John E. M. Sver. South Carolina. George
 town District. Personally appeared before
 me William Grant who made oath that he
 was present and saw the within named John
 Davis and Ann Eliza M. Sver sign seal
 and deliver the within written Instrument
 of writing for the uses intents and purpo
 ses therein mentioned and that this De
 ponent and John Edwards M. Sver
 subscribed their names as Witnfs to
 the same. Sworn to before me this
 17th day of September A.D. 1806 Moses Myers
 C. C. No. Recorded 26th September 1806.

State of South Carolina Madamalas St. Johns
 Parish Colleton County District of Charleston

Know all Men by these presents that Thomas
 Richardson Merchant and citizen of Charleston
 South Carolina. that in Consideration of a
 Marriage intended to be solemnized
 between me and Miss Sarah Seabrook and of the
 natural love and affection which I bear to the
 said Sarah Seabrook my intended wife and also
 for and in Consideration of the sum of ten
 Shillings sterling to me in hand paid before
 the execution thereof by the said Thomas Richar
 son voluntarily freely and of my own accord
 relinquish and renounce all right and title
 to the ~~the~~ Property of the said Sarah Seabrook
 which she now does or may hereafter possess
 from and after this date and do by these pre
 sents for the above consideration bargain sell
 and assign and set over to the said Sarah Seabrook
 My Negro boy named Sultan with all the
 household furniture and Plate that I now pos
 sess In Witnfs whereof I the said Thomas Rich
 ardon have hereunto put my hand seal this
 third day of April in the year of our Lord One

Thousand eight Hundred and six and in the
 Independence of the United States the thirtieth
 Thomas Richardson L. I signed sealed and
 delivered in the presence of Tho. Mills J. W.
 Cambridge Will. Aitchison Joseph J. Seabrook
 Received April 3rd 1806 of Miss Sarah Seabrook
 the sum of ten Shillings being the consideration
 money for the linen expressed the Thomas Rich-
 ardson Pittsney Thomas Mills J. W. Cambridge
 Charleston to J. W. Cambridge made oath that
 Thomas Richardson signed sealed and delivered the
 foregoing Instrument of writing for the purposes
 therein set forth that he also signed the above
 receipt and that he with Thomas Mills and
 Joseph J. Seabrook witnessed the same. Sworn to
 before me this 24th day of October 1806 D. C. J.
 Raviney J. P. Recorded 24. October 1806

Articles of Agreement indentured made concluded
 and agreed upon this twenty fifth day of August
 in the Year of our Lords One thousand Eight
 Hundred and six and in the thirtieth Year
 of the Independence of the United States of
 America Between Arthur Hughes of S. Bae.
 St. Thomas Parish in Colleton District in the
 State of South Carolina Planter of the one part
 and Elizabeth Verlin & Susanna S. Hughes of the
 same Parish District & State Planters as Trustees
 to Sophia Ferguson Widow & Relict of the late
 James Edwards Ferguson deceased of the said Parish
 District & State planter of the other part.
 WHEREAS a Marriage (by Gods permission) is intended
 shortly to be had & solemnized by and between the
 said Arthur Hughes and the said Sophia Ferguson
 He the said Arthur Hughes for and in consideration
 and of the Marriage portion consisting in Lands
 Negroes or other Slaves Household furniture etcetera
 which he shall receive by and in right of her the
 said Sophia Ferguson his intended Wife as men-
 tioned & expressed in an Inventory or Schedule

of the same hereunto annexed. Doth covenant promise and agree to and with them the said Elizabeth Verlin & Susanna Lucretia Hughes as Trustees of her the said Sophia Ferguson his intended Wife in manner and form following (that is to say) That he the said Arthur Hughes hath and by these presents doth hereby release and convey make over settle and assure unto them the said Elizabeth Verlin & Susanna Lucretia Hughes as Trustees to her the said Sophia Ferguson. All and singular the said Lands Negroes & other Slaves Household furniture &c. as mentioned in an Inventory or Schedule of the same hereunto annexed. Together with all and singular the rights manner Hereditaments and appurtenances to the said Lands belonging or in anywise incident or appertaining as also the present & future increase to the Negroes & other Slaves belonging or in anywise appertaining to & for the use benefit & behoof of her the said Sophia Ferguson his intended Wife her heirs and assigns forever. And it is hereby further covenanted promised & agreed to by and between the said parties to this deed that in case the said Sophia Ferguson shall depart this life without leaving issue by the said Arthur Hughes lawfully begotten He the said Arthur Hughes surviving her the said Sophia Ferguson that then the aforesaid Lands Negroes & other Slaves Household furniture &c. as mentioned in an Inventory or Schedule hereunto annexed shall remain in possession of and be fully and completely vested in him the said Arthur Hughes his heirs and assigns from thenceforth and forever. And he the said Arthur Hughes the aforesaid Lands or Lands Negroes & other Slaves household furniture &c. as mentioned in an Inventory or Schedule of the same hereunto annexed unto them the said Elizabeth Verlin & Susanna Lucretia Hughes Trustees as aforesaid to & for the use & benefit & behoof of her the said Sophia Ferguson his intended Wife of & from the claim

or claims of any Person or Persons whatsoever shall and
will for ever Warrant & defend by Virtue of these Presents.
In witness whereof they the said parties to this deed have
hereunto set their hands and seals the day year and
date first above written.

Elizabeth Bearfield.

Ann Ferguson.

Margaret Wells.

Arthur Hughes

Eliza Worlin

Susanna L Hughes

South Carolina, Collector District to B.R.
An Inventory or Schedule of the Land or Lands
Negroes or other Slaves & Household Furniture
now in the possession of and belonging to Sophia
Toussaint of the Parish District & State aforesaid
Widow of the late James Edwards Ferguson dec:
of the Parish District & State aforesaid Planter
A tract of Land situate in St. Bartholomew Parish
in the District & State aforesaid formerly the
property of William Smith dec: lying on Cuckoo
Creek adjoining to Lands of Obrian Smith Charles
Barne & Thomas Radcliff Esquires Also another tract
of Land on the Orchard Swamp Also another tract
of Land at or near the Dumpling Hills Negroes
and other Slaves in Number Eighteen and whose
names as under written viz: Rachel, Bepo, Harriet
Pompey, Bersheba, Pompey son to Bersheba, George
Judea, Charlotte, Violet, Prince, Butler, Diner
Letty, Charles, Simon, old Sam & Mary. Household
Furniture. Given under our hands & Seals
August 25th 1806.

Elizabeth Bearfield

Ann Ferguson.

Margaret Wells

Arthur Hughes

Eliza Worlin

Susanna L Hughes

St. Bartholomew Parish } Personally appeared
Collector District } before me Jacob
Blackner Esquire one of the Justices appointed to
keep the Peace in the District aforesaid Margaret
Wells who being duly sworn maketh Oath that she
was Personally present and did see the within
and above named Arthur Hughes Elizabeth Worlin
& Susanna L Hughes sign seal & as their act and

deeds deliver this Instrument of writing for all the
uses & purposes therein contained & at the same
time did see Elizabeth Bearfield & Ann Ferguson
subscribe their names as witnesses thereto together
with her the said Dependant. Margaret Wills
Sworn to before me this 2^d October 1806

Jacob Blocker. J.P.

Recorded Nov^r 17th 1806.

South Carolina This Indenture made the
fifteenth day of May in the Year of our Lords one
thousands eight hundreds and six Between
Jane Green Junior of the State aforesaid of
the first part John Henning of the second part
and Richard Green Junior of the same place
of the third part. Whereas a Marriage is in-
tended by Divine permission shortly to be had and
solemnized between the said Jane Green and the
said John Henning And whereas the said Jane
Green is now lawfully and rightfully entitled
to the following Personal property To Wit Six
Negro Slaves their Names as follows One Negro
Woman Named Bess. One Negro Boy Jacob, One
Negro Boy Jack, One Negro Boy Bob, One Negro
Girl Judy, and one Negro Boy named Praps
And whereas in prospect of the said intended
Marriage the said John Henning has agreed that
the said Jane Green shall grant bargain sell
and release and deliver her above mentioned
Personal Property unto the said Richard Green
his Executors and Administrators In Trust Now
=shelp to and for the several and respective uses
intents and purposes herein after mentioned
concerning the same Now this Indenture wit-
=neseth that in pursuance of the said agreement
and in consideration of the said intended Mar-
=riage and also for and in Consideration of five
pounds to the said Jane Green in hand well
and truly paid by the said Richard Green
at and before the sealing and delivery of these

presents the receipt whereof is hereby acknowledged
 and for settling and apportioning all and singular the
 premises to and for the several uses hereafter declared
 and for divers other good causes & considerations
 the said Jane Green therewith moving she the said
 Jane Green by and with the privacy consent appro-
 bation and agreement of the said John Henning
 Testified by his signing and sealing these presents
 hath granted bargained sold released and delivered
 and by these presents doth grant bargain sell release
 and deliver unto the said Richard Green his
 Executors and Administrators all and singular
 the above described personal property together
 with the increase of the female Slaves **To Have**
and to Hold the above said described personal property
 with the increase of the female Slaves unto the said
 Richard Green his Executors Administrators and
 assigns for ever. In Witness whereof for the
 benefit and behoof of the said Jane Green her
 heirs Executors Administrators ^{and assigns} until the said
 intended Marriage shall be solemnized and take
 effect and from and immediately after the Solemn-
 ization of the said intended Marriage then
 upon this further trust and confidence that he
 the said Richard Green his Executors and Ad-
 ministrators do and shall well and truly permit
 and suffer the said John Henning during the
 joint lives of the said John Henning and the
 said Jane Green to have the use occupation and
 enjoyment of the said described personal Estate
 and the increase of the female Slaves to his own use
 benefit and behoof but so as that the same and the
 income and profits thereof shall not in any wise
 be subject to his Debts or Obligation and in case
 the said Jane Green shall survive the said
 John Henning then on that event contingence upon
 this further Trust and confidence that the said
 Richard Green his Executors and Administrators
 shall stand possessed of the said personal property
 and the increase of the female Slaves to and for

the use benefit and behoof of the said Jane Green or
 surviving her heirs Executors and Administrators for use
 and immediately recovery apure and assign the
 same unto her accordingly acquitted and discharged
 of and from any other further Trust limitation or appoint-
 ments whatsoever but in case the said John Henning
 shall survive the said Jane Green his Wife then ^{and} on such
 event contingency upon this further trust and confidence
 that the said Richard Green his Executors and Adminis-
 trators shall stand void and passed of the said
 above described personal property and the increase
 of the female Slaves to and for the use benefit and
 behoof of all and singular the Children of the said
 John Henning on the Body of the said Jane Green to be
 begotten or any of their issue living at the time of the
 decease of the said Jane Green and he the said John
 Henning surviving the said Jane Green his Wife then
 in trust for the use benefit and behoof of such person
 or Persons as the said Jane Green shall limit and
 appoint the same by her last Will and Testament
 duly executed or any writing purporting to be her
 last Will and Testament which said last Will
 and Testament the said Jane Green is hereby and
 by and with the advice of the said John Henning
 empowered to make notwithstanding her coverture
 and as if she was a feme sole and unmarried
 and shall recovery apure and conform the same
 to him her or them freed and discharged from any
 other or further limitation appointment or trust
 whatsoever In witness whereof the said parties
 to these presents have hereunto set their hands and
 affixed their seals the day and Year first above
 written.

Sealed and delivered }
 in Presence of }
 Thomas Henning Ja^r Green.

Richard Green (S)
 John Henning (S)
 Jane Green (S)

South Carolina }
 Georgetown District } Personally appeared
 before me Sam^l Green one of the Justices Assigne
 to keep the Peace James Green who being duly sworn

on the Holy Evangelist of Almighty God sayeth that he was present and saw Richard Green John Henning and Sam Green sign seal and deliver the within Instrument of writing for the use and purposes therein mentioned and that Thomas Henning was a subscribing witness with himself.

James Green

Sworn to before me this 22^d day of September AD 1806.

Sam: Green J. P.

Records Nov: 20th 1806.

South Carolina. This Indenture Inpartite made the tenth day of March in the Year of our Lord one thousand seven hundred and ninety five & of the Sovereignty & Independence of the United States of North America the nineteenth Between Robert Gilley of Clarendon County & State aforesaid Carpenter and Surannah Cobia Widow of Michael Cobia dec^d of the County & State aforesaid of the second part and James Richbourg Jun^r & William Richbourg of the third ~~part~~ Whereas a marriage by the blessing of God is intended shortly to be had & Solemnized by & between the said Robert Gilley & Surannah Cobia & whereas the said Surannah Cobia is now possessed in her own right of twenty head Cattle about twenty head hogs three Bears & furniture one horse Do Cornet one horse M Gilbery one Sorel Bolles house Kitchen furniture plantation tools also any part of any Estate she may be heir to or receive from her fathers Estate or otherways both Real & personal which the said Robert Gilley after the Solemnization of the said marriage will be intitled to receive & take into his possession And Whereas in consideration of the said intended marriage & of its taking effect it is consented covenanted & agreed to by & between the said Robert Gilley & Surannah Cobia that all the property above mentioned or Estate both real & personal in case the said intended marriage shall take effect & be solemnized shall be settled in the manner in this Indenture mentioned specified and declared of for & concerning the same Now this

Indenture witnesseth that for & in consideration of the
 sum of ten Shillings sterling goods & lawful Money of the State
 aforesaid to the said Susannah Cobia in hands well & truly
 paid by the said James Richbourn Junr or William Richbourn
 at & before the sealing & delivery of these Presents the receipt
 whereof is hereby acknowledged she the said Susannah
 Cobia & with the privy consent & approbation of the
 said Robert Gilley signified by his being a party
 to & signing & sealing these presents hath given granted
 bargained sold assigned released conveyed transferred
 & set over & by these presents doth give grant bargain
 sell assign release convey transfer & set over unto
 the said James Richbourn Junr & William Richbourn
 during their natural lives & in case of their death
 resignation or departure out of the State Then it
 shall & may be lawful to & for the said Susannah
 Cobia at her will & pleasure to appoint an other
 indifferent person to execute this trust as mentioned
 & specified in this indenture upon trust nevertheless
 to & for the several intents & purposes herein
 after mentioned limited & declared of for & concerning
 the same that is to say in trust for the said Susannah
 Cobia her Executors Administrators & assigns until
 the Solemnization of the said Marriage & from
 & after Solemnization of the same in trust to
 permit the said Robert Gilley & Susannah her
 wife to take & receive the same said property
 real & personal into their possession & to use exercise
 & to make use of the same as they the said Robert
 Gilley & Susannah Cobia his intended wife shall
 think necessary for & during the natural life of
 the said Susannah Cobia & from immediately
 after her death then upon trust & to & for the use
 Benefit & advantage of the Child or children of
 said Susannah to him her or them & their heirs
 for ever. But upon this express limitation & condition
 that the & bargained premises nor any part or
 parcel thereof shall not be subject or liable to
 pay or satisfy any of the debts of sum of Money
 which now are may or shall be due to any person or

persons by the said Robert Gilley at any time hereafter but at the same & every part thereof shall remain & be to & for the several intents & purposes in this Indenture mentioned & expressed & to & for no other use or purpose whatsoever. In witness whereof the said parties to these presents have hereunto interchangeably set their hands & seals the day & Year first above written.

Signed Sealed & delivered } Robert Gilley *RB*
 in the Presence of } Susanah Cobia *SC*
 John Richbourg
 Temperance Nisbett

State of South Carolina } Personally came before
 Clarendon County } me John Richbourg
 who being duly sworn on the Holy Evangelists of
 Almighty God Maketh Oath that he was present
 and did see the within named Robert Gilley
 and Susanah Cobia apsign seal and deliver the
 within Instrument of writing for the use and
 purposes therein mentioned and that he also
 saw Temperance Nisbett subscribe her name as
 a witness together with himself to the same
 Sworn to before me 11th March 1795. John Richbourg
 James Richbourg. J.P.
 Records Nov: 25. 1806.

The State of South Carolina

Articles of Agreement made and executed ^{the} Thirtieth
 day of October in the Year of Our Lords One Thousand
 Eight hundred and six Between William R Thous
 of George Town in the State aforesaid of the first part
 Eliza Love Senud of the same place Daughter Deceased
 and Legatee of Henry Senud late of Claremont County
 in the State aforesaid deceased of the second part
 and Francis G Deliepseline and Henry Laurens Senud
 Trustees for the said Eliza Love Senud of the third
 part Whereas a Marriage by Gods permission is intended
 shortly to be had and solemnized between the said
 William R Thous and Eliza Love Senud. Whereas
 also the said Eliza Love Senud under and by Virtue
 of the last Will and Testament of her Father the said

Henry Lennud a Copy of which said Will is marked A
hereunto annexed and made part of these presents or
otherwise is seized and possessed of or entitled to a
considerable personal Estate in possession reversion re-
mainder and upon contingency or otherwise and also is
seized and possessed of or entitled to a considerable real
Estate a Mority of a certain plantation or tract of
Land as one of the Heirs of her said Father Henry
Lennud deceased who subsequently to the execution of
his last Will and Testament aforesaid became possessed
in fee simple of the Lands aforesaid by purchase And
Whereas upon the treaty of the said intended Marriage
it hath been agreed by and between the parties to these
presents that the real and personal Estate of the said Eliza
Love Lennud should be bargained sold assigned transferred
set over conveyed assured and secured firmly and
effectually to Trustees In trust to for and upon the
uses trusts and purposes and under and subject to the
limitations provisions and agreements herein after men-
tioned and expressed but the particulars of the said
real and personal Estate cannot now be ascertained
by the said parties or identified except only in the
manner in which the said real and personal Estate
are mentioned and contained in the Schedule or
account thereof marked B hereunto also annexed
and made part hereof Now therefore the said
William R Theus for himself his Heirs Executors
Administrators and assigns doth covenant promise
grant and agree to and with the said Francis
G Deliepselline and Henry Laurens Lennud their heirs
and assigns that the said William R Theus his
Heirs and assigns shall and will when thereunto required
after the said intended Marriage shall have been
solemnized join with his said intended Wife in
granting bargaining selling conveying assuring and se-
curing firmly and effectually to the said Francis
G Deliepselline and Henry Laurens Lennud their heirs
and assigns or such other persons as the said Eliza
Love Lennud shall appoint as Trustees which appoint-
ment she the said Eliza Love Lennud notwithstanding

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the said
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Devine
& County
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rens Lennud
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is intended
the said
hered
by virtue
the said

her coverture is hereby authorized and empowered to
 make as well the undivided share part and proportion
 of the said Eliza Love Senud which she now hath
 or is entitled unto and which she may hereafter
 become entitled unto by Virtue of the said Will
 of her Father or otherwise howsoever of and in the
 Lands and real Estates mentioned in the Schedule B
 hereunto annexed as also all other Lands and real
 Estates of which the said Eliza Love Senud is now possessed
 or to which she is entitled together with the heredi-
 taments rights members and appurtenances to have
 and to hold the said Lands and real Estates
 of the said Eliza Love Senud unto the saids
 Trustees their heirs and assigns for ever in trust
 nevertheless for the use of the said William R
 Thews and Eliza Love Senud his said intended
 Wife during their joint lives in such manner that
 they may receive and enjoy the rents issues and
 profits thereof but that the same shall not be liable
 to the Debts or contracts of the said William R
 Thews. And from and after the Death of the said
 William R Thews in case his said intended Wife
 should survive him then in trust for the use
 of the said Eliza Love Senud her heirs and assigns
 for ever free and discharged of all further and other
 trusts whatsoever. And in case the said William
 R Thews should out live his said intended Wife
 then from and after her death in trust for the use
 of the said William R Thews there being no Children
 or issue of the said intended Marriage living at the
 time of the Death of the said Eliza Love Senud
 his heirs and assigns for ever And should there be
 Children and issue of the said intended Marriage
 living at the time of the death of the said William
 R Thews the said Eliza Love Senud surviving or
 at the time of the Death of the said Eliza Love
 Senud the said William R Thews surviving then
 in trust for the use of the survivor during the
 natural life of such survivor in such manner that
 the rents and profits thereof may be received and

enjoyed by such survivor but so as not to be liable to the
 Debts and contracts of such survivor. And from and
 after the death of such survivor in trust for the
 use of the Children and issue of the said intended
 Marriage living at the time of the Death of the sur-
 vivor of the said William R Thews and Eliza Love
 Senud equally to be divided between them their
 Heirs and assigns for ever. Grand Children taking
 amongst them only a Parents share. And should the
 Children and issue of the intended Marriage die
 in the life time of the said William R Thews or
 the said Eliza Love Senud whosoever shall happen
 to be the Survivor without leaving issue lawfully
 begotten then in trust to such Survivor his or
 her heirs and assigns for ever free and discharged
 of all further and other burthens. And the said
 William R Thews for himself his heirs Executors
 Administrators and assigns doth further covenant
 promise and agree to and with the trustees aforesaid
 that from and after the Making and executing
 of the Conveyances and assurances above mentioned
 and intended he the said William R Thews
 and his heirs and assigns shall and will from
 time to time upon the reasonable request of his
 intended Wife and her Trustees aforesaid make
 do and execute or cause and procure to be made
 done and executed all such further and other
 reasonable and lawful acts things devises conveyances
 and assurances in the law whatsoever as well for
 corroborating and strengthening their Presents as for
 the better effectuating the intentions of the parties
 hereto as by his said intended Wife or her said Trustees
 or their or her Counsel learned in the law shall be
 reasonably devised or advised and required. And
 the said William R Thews for the consideration
 herein before recited doth for himself his heirs
 Executors and Administrators further promise cove-
 nant grant and agree to and with the said
 Francis G Delapeline and Henry Laurens Senud
 their Executors Administrators and assigns that he

the said William R. Thews his Executors Administrators
 and assigns shall and will when thereunto required
 after the said marriage shall have taken effect
 grant bargain sell assign transfer and set over
 firmly and effectually unto the said Francis
 Delapocline and Henry Laurens Senud their heirs
 and assigns or such other persons as she the said
 Eliza Love Senud shall appoint as Trustees which
 appointment she the said Eliza Love Senud not-
 withstanding her coverture is hereby authorized and im-
 powered to make as well the undivided share part and
 proportion of the said Eliza Love Senud which she
 now hath or is entitled unto and which she hereafter
 may become entitled to by Virtue of the said Will of her
 Father or otherwise howsoever of in and to the Negro
 Slaves and other Personal property mentioned in the
 annexed Schedule B and all other Personal Property
 of the said Eliza Love Senud of which she is now
 possessed and to which she is entitled to hold the
 same to the said Trustees their Executors Adminis-
 trators and assigns in trust nevertheless for the
 uses an benefit of the said William R. Thews and
 the said Eliza Love Senud his intended Wife and
 the Survivor of them and their Children and
 issue of their Marriage upon the same trusts as
 near as may be with the limitations under the
 provisos and restrictions and with the modifi-
 cations which are herein before declared - - -
 limited provided and expressed and which shall
 be herein after mentioned and expressed of and
 with respect to the Lands and real Estate of the
 said Eliza Love Senud. And it is hereby de-
 clared to be the true intent and meaning of these
 presents and of the parties hereto that the said
 Eliza Love Senud at any time hereafter during
 her life if she is minded and willing shall and
 lawfully may and full power and authority are
 hereby given and granted unto her notwithstanding
 her coverture by any deeds or deeds writing or writings
 with the consent of her Trustees for the time being

named or appointed pursuant to these presents such
 consent being signified by the Trustees being parties to
 and signing and sealing such deeds or writings to sell
 dispose of alter change or otherwise her real Estate
 herein before mentioned meant and intended limit or declare
 any new ^{uses or} trust or trusts and Estates of and concerning
 the same and thereupon the uses trusts and Estates
 herein before limited and expressed shall be revoked
 and made Null and Void The intended Marriage
 aforesaid or any thing contained herein or any deeds
 or conveyance to be made by the said William R
 Thews alone or joining with his said intended Wife
 pursuant to these presents notwithstanding And so
 the said William R Thews for himself doth here
 by covenant promise grant and agree to and with
 the said Francis G Delicpelme and Henry Laurens
 Sennd their Executors Administrators and assigns that
 he the said William R Thews will permit and
 suffer the said Eliza Love Sennd notwithstanding
 her coverture and as if she were a feme sole duly
 to make and execute such deeds and deeds writing
 and writings as are above mentioned or may be
 necessary for the better completion and fulfilling
 all and every of the uses trusts provisions and powers
 herein before mentioned and expressed meant and
 intended and that he the said William R Thews
 will join with his said intended Wife and that
 his Executors Administrators and assigns and all
 other persons claiming under him shall alone
 or join with other necessary parties in executing sealing
 and delivering such deed and deeds writing and
 writings as may be requisite according to the true
 intent and meaning hereof And whereas the
 powers and authority herein before given to the said
 Eliza Love Sennd to nominate and appoint
 other person and persons as her Trustees at her
 will and pleasure were not within the intent and
 meaning of the parties. It is therefore hereby covenan
 ted and agreed by and between the parties to these
 presents that in case of the withdrawing of either

of the Trustees herein before named another in his stead may be appointed and nominated on application to the Court of Equity only and that in no case and in no wise shall the said Eliza Love Lennud have the Power and authority to nominate and appoint any other person or persons as Trustees of her said Estate any thing to the contrary herein before mentioned notwithstanding In Witness whereof the said parties to these presents have hereunto set their hands and seals at Charleston on the day and in the Year first above mentioned.

A Copy of the Will referred to by the within writing
In the name of God Amen I Henry Lennud of Claremont County in the State of South Carolina Planter being weak of body but of sound mind and memory do this third day of July in the Year of our Lord one thousand seven hundred and Ninety four make and publish this my last Will and Testament that is to say I recommend my soul into the hands of Almighty God who gave it me and my Body to the Earth from whence it came in hopes of a joyful resurrection thro' the merits of ^{my} Saviour Jesus Christ, and first I give be-
-queath and devise to my beloved Wife Elizabeth Lennud all my Lands and Tenements to hold to her during her life and from and after her decease I give and devise the same to my Son Henry Laurens Lennud and to his heirs and assigns for ever. Item I give to my said Wife Elizabeth the use of one third of all my Negroes the use of all my Households furniture riding Chaise and two horses for and during the term of her life and at her decease I give the same to my Son Henry Laurens Lennud and my Daughter Eliza Love Lennud to be equally divided between Them. Item one other third of all my Negroes together with one half of all my personal property of whatsoever nature and kind the same may be and not herein before expressed I give and bequeath to my Son Henry Laurens Lennud to be paid and delivered to him at the age of twenty one years Item the other

remaining third of all my Negroes together with the remaining half part of my personal property of whatever nature or kind the same may be and not herein before expressed I give and bequeath to my Daughter Eliza Love Lenned to be paid and delivered to her at the age of Twenty years or on the day of Marriage if the same shall sooner take place. Item in case of the death of either of my said Children Henry Laurens Lenned and Eliza Love Lenned before Marriage or before they shall attain the age of twenty years it is my will and I do hereby declare it to be my intention that the Survivor shall inherit all the bequests gifts legacies and devises herein expressed to be made to either of them. Item I nominate constitute and appoint my said Wife Elizabeth sole Executrix of this my last Will and Testament and in case of her death then William Francis & Deliefoeline of Georgetown and Samuel Flew my Executors and lastly I do hereby revoke abrogate and make void all other wills by me at any time heretofore made and do make and declare this only to be my last Will and Testament. In witness whereof I the said Henry Lenned have hereunto set my hands and seal the day and Year above written H. Lenned (Sd) signed and sealed in the presence of John Horan Richard Ch^r: Walter Andrew Greenwood. Claremont County Clerks Office. I do Certify the above to be a true of the last Will and Testament of Henry Lenned deceased proved in open Court on the 3^d day of January 1795. John Horan Clerk C^y. Schedule B referred to in the annexed articles Real Estate Three Hundred Acres of Lands more or less Situate in Claremont County Sumpter District Bounded on the East by Lands belonging to Estate of H. Lenned on the North by Lands of Geo. Joors on the South by Lands belonging to the Estate of Hubert Reese to the West on Lands belonging to.

Personal Property. Negro Slaves. Sam, Saly, June, Old Phillis, Tom, Jane, Sylvia, Chloe, Sambo, Phillis Abraham, Nero, Celia, Joe, Mary Ann, Binah

Sandy, May, Lettice, Seneca, Nanny, Patty, Ned, Jane
and an Infant.
Sealed and delivered
The erasure on the third page
being first made. In the
presence of.

W. R. Theus 
E. L. Senud 
Francis G. Dediepseline 
Henry L. Senud 

Fran^d A Dediepseline Aaron Marvin John S Cogdell.
Charleston ss. Fran^d A Dediepseline made oath
that W^r R Theus E. L. Senud Francis G Dediepseline
and Henry L Senud signed sealed and delivered
the within Instrument of writing for the purposes
therein set forth and that he with Aaron Marvin
and John S Cogdell witnessed the same
Sworn before me Dec^r 24th 1806.

Nathyn Atkins Not. Pub.

Recorded Dec^r 24th 1806.

South Carolina This Indenture made the third day
of February in the Year of our Lord One thousand Eight
Hundred and seven and in the thirty first Year of the
Sovereignty and Independence of the United States of
America Between William Walton of the City of
Charleston in the State aforesaid Merchant of the
one part and John Frederick Generick of the same
place of the other part Witnesseth that the said William
Walton for and in consideration of five Shillings
Lawful Money to him in hands paid by the said
John Frederick Generick at and before the sealing
and delivery of these presents the receipt whereof
is hereby acknowledged and for other good causes
and considerations him the said William Walton
herunto moving have granted bargained and sold
and by these presents Doth grant bargain and
sell unto the said John Frederick Generick his
Executors Administrators and assigns All the Plantation
or tract of Land situate in Burke County in the
State of North Carolina Containing three thousand
one hundred acres (more or less) formerly belonging
to Robert Morris Esquire of Philadelphia and afterwards
sold by Thomas M^cEntire Esquire Sheriff of said County

to the said William Walton Also all that Lot of Land Situate
 in Morganton^{the} in the State of North Carolina aforesaid
 purchased by said William Walton from John Spear
 also all those two Lots of Land Situate in Morganton
 aforesaid formerly belonging to Robert Craig and
 afterwards sold by the Sheriff aforesaid to said William
 Walton Also all that ^{Lot} of Land Situate in Morganton
 aforesaid purchased by the said William Walton from
 James McIntire Also all that Lot of Land adjoining
 the aforesaid Lots measuring and containing five Acre
 more or less purchased of Messieurs Patton & Arvin
 by the said William Walton Also all that Plantation
 or tract of Land Situate and being within or
 about one Mile from the Village of Morganton aforesaid
 containing fifty Acres of Land more or less purchased
 by the said William Walton from William Tate Esquire
 and Leonard Lyons Also all that Lot of Land Situate
 lying and being at the fork of King and Meeting Street
 Roads within two Miles of the City of Charleston in the
 State of South Carolina aforesaid containing five
 Acres of Land more or less formerly belonging to
 Simmons and afterwards sold by William
 Harel Gibbs Esquire Master in Equity to the said Wil-
 liam Walton And also ^{all} those two Lots of Land Sit-
 uate on Cannon Street in the City of Charleston
 aforesaid and purchased of James Gregory as the
 property of the Estate of Rugeley deceased
 Together with all and singular the Buildings
 Hereditaments and appurtenances whatsoever to the
 said Plantations or Lots of Land belonging or in any
 wise appertaining And the reversion and reversions
 remainders and remainders Rents issues and profits
 thereof and of every part thereof To have and to
 hold the said several plantations or tracts of Land
 and also the several Lots of Land and all and
 singular the premises herein before mentioned and
 every part and parcel thereof with their and every
 of their rights members and appurtenances unto the
 said John Frederick Generick his Executors Administrators
 and assigns from the day next before the day of the

date of these presents for and during and unto the full end and term of one whole Year from thence next ensuing and fully to be complete and ended. Yielding and paying therefor unto the said William Walton his heirs and assigns the Yearly 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 of these presents and of the statute for transferring us into possession the said John Frederick Genovick may be in the actual possession of all and singular the premises before mentioned and be thereby enabled to take and accept a grant and release of the reversion and inheritance of the same and every part thereof to him and his heirs for ever to for and upon the several uses trusts conditions intents and purposes as shall be declared concerning the same by another Indenture of Release intended to be made and to bear date on the day next after the date of these presents. In Witness whereof the parties to these presents have subscribed their hands and set their seals on the day and year first above written.

Wm Walton (S)

The words "Thousands One" interlined before signed.

Signed sealed and delivered in the presence of
Wm Turpin. Whiteford Smith.

Received on the day and Year first within mentioned from the within named John Frederick Genovick the sum of five Shillings being the full consideration money within mentioned.

Witness Wm Turpin

Wm Walton

Whiteford Smith

Charleston Is William Turpin made Oath that William Walton signed sealed and delivered the within Lease for the purposes therein set forth and that the said William Walton signed the receipt hereon endorsed for the consideration money and that he with Whiteford Smith witnessed the same.

Sworn before me February 5th 1807.
Nathan Allen 216.

South Carolina. This Indenture made the fourth day of February in the Year of our Lord one thousand Eight-hundred and seven, and in the thirty first Year of the Sovereignty and Independence of the United States of America Between William Walton of the City of Charleston in the State aforesaid Merchant of the one part and John Frederick Gannerrick of the same place of the other part Whereas a Marriage is intended by Gods permission to be shortly had and solemnized between the said William Walton and Justina Louisa Gannerrick the Daughter of the said John Frederick Gannerrick Now this Indenture witnesseth that for and in consideration of the said Marriage to be had and solemnized between the said William Walton and the said Justina Louisa Gannerrick and for the settling and conveying the property and Estate herein after mentioned and ascribed to the several uses trusts and purposes herein after to be declared of and concerning the same And also for the sum of fifty dollars to the said William Walton paid by the said John Frederick Gannerrick the receipt ^{whereof} is hereby acknowledged and for other good causes and considerations the said William Walton hereunto moving He the said William Walton Hath granted released and confirmed and by these presents Doth grant release and confirm unto the said John Frederick Gannerrick in his actual possession now being by virtue of a bargain and sale to him thereof made for one whole Year by Indenture bearing date the day next before the day of the date of these presents and by force of the Statute for transferring of uses into possession and to his heirs and assigns for ever All that Plantation or tract of Lands situate in Burke County in the State of North Carolina Containing three thousand One hundred Acres more or less formerly belonging to Robert Morris Esquire of Philadelphia and afterwards sold by Thomas McIntire ^{Esq} Sheriff of said County to the said William Walton, Also all that Lot of Lands situate in Morganton in the State of North

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Carolina aforesaid purchased by the said William Walton
 from John Spear Also all those two Lots of Land situate
 in Morganton aforesaid formerly belonging to Robert
 Craig and afterwards sold by the Sheriff aforesaid to
 said William Walton Also all that Lot of Land ~~situate~~
~~in~~ situate in Morganton aforesaid purchased by
 the said William Walton from James McIntire
 Also all that Lot of Lands adjoining the aforesaid
 Lots measuring and containing Five Acres more or
 less purchased of Messieurs Patton and Irwin by
 the said William Walton Also all that Plantation
 or tract of Land situate and being within or
 about one Mile from the Village of Morganton
 aforesaid. containing fifty Acres more or less purchas
 ed by the said William Walton from William Tate
 Esquire and Leonard Lyon Also all that Lot of
 Land situate lying and being at the fork of King
 and Meeting Street roads within two Miles of the
 City of Charleston in the State of South Carolina
 aforesaid containing Five Acres more or less formerly
 belonging to Simmons and afterwards sold by
 William Harse Gibbs Esquire Master in Equity to the
 said William Walton And also all those two ^{lots} Land situate
 on Cannon Street in the City of Charleston aforesaid and
 purchased of James Gregory as the property of the Estate
 of ^{the} Recently deceased Together with all and sin
 gular the Buildings hereditaments rights members and
 appertinances whatsoever to the said Plantations and
 Lots of Land belonging or in any wise appertaining
 and the reversion and reversions remainder and
 remainders rents issues and profits thereof and of
 every part and parcel thereof And also all the
 estate right title interest property claim and demand
 whatsoever in Law or Equity of him the said William
 Walton of in and to all and singular the premises
 aforesaid To have and to hold the aforesaid several
 plantations and Lots of Land and all and singular
 the premises hereby granted and released with their
 and every of their appertinances unto the said John
 Frederick Gummerick his heirs and assigns for ever

And this Indenture further witnesseth that for the consideration aforesaid and also for and in consideration of One Dollar to the said William Walton paid by the said John Frederick Gennerick the receipt whereof is hereby acknowledged he the said William Walton hath bargained sold and delivered and by these presents Doth bargain sell and deliver unto the said John Frederick Gennerick his Executors Administrators and assigns all the following Negro Slaves that is to say Manuel Harry Thomas Fanny Hannah Rimini Tom Mat Jack Ben Bob Emanuel Phillis Linda Rachel Betsey Ann and six Children the names not being recollected at this time together with all the said William Waltons household furniture including Book Case and Library of Books silver plate and plated ware side Boards Tables Chairs Looking glasses and so forth And also the sum of three thousand Dollars in Specie To have and to hold all and singular the above mentioned Negro Slaves with their future issue and increase together with the said furniture and plate and also the three thousand Dollars in Specie aforesaid unto him the said John Frederick Gennerick his Executors Administrators and assigns for ever And it is hereby agreed and declared by and between the said parties to these presents and it is the true intent and meaning of the parties hereto that all and singular the said Plantations and Lots of Lands other the premises hereby intended to be granted and conveyed and also all the before enumerated Negro Slaves with the future issue and increase of the females And also all the aforesaid household furniture plate and plated ware together with the three thousand Dollars in Specie as aforesaid shall be and inure to the several trusts uses intents and purposes and subject to and under the several provisions Limitations Powers and Agreements herein after expressed declared and appointed of and concerning the same In trust to and for the use and behoof of the said William Walton his heirs and assigns until the Solemnization of

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of the said intended marriage and from and immediately after the solemnization of the said intended marriage then In trust to and for the joint use and behoof of the said William Walton and Justina Louisa Gennorick for and during the term of the joint lives of them the said William Walton and Justina Louisa Gennorick but to be in no wise subject to or liable for the present or future debts charges or incumbrances of the said William Walton And from and immediately after the Death of the said William Walton in case the said Justina Louisa Gennorick shall survive the said William Walton In trust for the use and ^{behoof} ~~benefit~~ of the said Justina Louisa Gennorick for and during the term of her natural life and after her death to the use and behoof of the heirs of her Body lawfully begotten of the said intended Marriage between her and the said William Walton which she shall leave living at her death But in case the said William Walton should survive the said Justina Louisa Gennorick Then in trust for him the said William Walton for and during his natural life and after his Death to the heirs of the Body of the said Justina Louisa Gennorick lawfully begotten by the said William Walton which he shall leave living at his Death and in case the said Justina Louisa Gennorick should die before the said William Walton without leaving any issue alive lawfully begotten by the said William Walton or any Child or Children of such issue lawfully begotten then living then In trust to and for the use and behoof of him the said William Walton his heirs Executors Administrators and assigns for ever free clear and absolutely discharged of and from all and every and any other or further trusts considerations limitations or restrictions whatsoever But it is hereby expressly declared agreed and understood between all the said parties to these presents that the said William Walton shall be fully authorized and empowered to sell dispose of and alienate any part or all of the before mentioned property either real or personal Provided he first obtain in

writing the free and unequivocal consent and appro-
-bation of his said intended wife And also that he
severe and settle with and subject to the same restric-
-tions limitations and provisos as above recited and
declared other Property of an equal amount and
Value which is to be approved of and agreed to
by the said John Frederick Genmerick his heirs
Executors Administrators and assigns And it is
further agreed and understood by and between the
parties to these presents that the said William Walton
shall and will apply and appropriate within a
reasonable time the aforesaid Three thousand Dollars
towards erecting and building of a Dwelling House
or tenement upon the said Lot situate lying and
being at the fork of the King and meeting Streets
roads as aforesaid or at some other place the parties
may judge most suitable and convenient to build
on and that when so built and erected shall
be subject to the same restrictions limitations and
provisos as are above recited and declared And
also that the said William Walton shall be fully
Authorized and empowered to receive and take
to his own use and benefit from time to time and
at all times hereafter during his natural life the
rents issues and profits of all and singular the
premises herein before mentioned And the said
William Walton for the considerations aforesaid
Doth covenant promise grant and agree to and
with the said John Frederick Genmerick his
Executors Administrators and assigns by these pre-
-sents that he the said William Walton his Executors
Administrators or some one of them shall and
will well and truly pay or cause or procure
to be paid unto the said Justina Louisa Gen-
-merick his intended Wife or her assigns yearly and
every year during the term of her natural life for
and towards her better support and maintenance
one annuity or yearly sum of One Hundred Guineas
Sterling Money of the State of South Carolina aforesaid
And moreover the said William Walton for himself

his heirs Executors and Administrators Doth hereby covenant
grant and agree to and with the said John Frederick
Gennorick his heirs Executors Administrators and assigns
that he the said William Walton his heirs Executors and
administrators and all and every other person and
persons whomsoever and ^{his} their heirs having and lawfully
claiming or to claim any Estate right title or interest
of in or to the said premises hereby released and
confirmed or any part or parcel thereof shall and
will from time to time and at all times hereafter
upon the reasonable request of the said John Frederick
Gennorick his heirs or assigns make do seal and
execute or cause or procure to be made done sealed
and executed such further and other reasonable
conveyances and assurances in the Law whatsoever
for the further better and more perfect vesting
settling and conveying all and singular the premises
aforesaid with the appurtenances unto the said
John Frederick Gennorick his Executors Administrators
heirs and assigns for ever to the several uses intents and
purposes before mentioned according to the true intent
and meaning of these presents as by the said John
Frederick Gennorick his heirs Executors and Adminis-
trators or his or their Counsel Learned in the Law
shall be reasonably devised advised or required
In Witness whereof the said parties to these presents
their hands and seals have herunto subscribed and
set on the day and in the Year first within written
Signed sealed and delivered } W^m Walton (S)
in the presence of } Justina Louisa Gennorick (S)
Will^m Turpin. Whiteford Smith

Received on the day and Year first within written
the sum of Fifty one Dollars being the full consideration
mentioned.

William Walton (S)
Do^t 51. Witness W^m Turpin Whiteford Smith.

Charleston Jr. William Turpin made Oath
that William Walton and Justina Louisa Gennorick
signed sealed and delivered this Instrument of
Writing for the purposes therein set forth and
that William Walton signed sealed and delivered

the receipt hereon indorsed for the consideration money
and that he with Whitford Smith witnessed the same
Sworn before me February 5th 1807.

Marlynn Allen. D.M.

Recorded February 5th 1807.

South Carolina, Know all Men by these Presents that I Aaron
Phillips of George Town in the State aforesaid am held and firmly
bound unto Isaac C. Moses of Charleston in the said State in the full &
just sum of One thousand Pounds Sterling to be paid to the said Isaac
C. Moses or his certain Attorney Esq. Administrator or assignee for which payment
well and truly to be made and done I bind myself and each and
every of my heirs Esq. & Administrator firmly by these presents sealed with my
seal and dated at Charleston the twenty fourth day of February One
thousand Eight hundred and seven. Whereas a Marriage is intended
shortly to be had and solemnized between the said Aaron Phillips
and Caroline the Daughter of Marks and Rachel Lazarus in
Consideration of which Marriage and for making some provision
and Settlement upon and for the said Caroline Lazarus and the heirs
of her body lawfully begotten by the said Aaron Phillips it hath
been agreed by and between the parties aforesaid that he the
said Aaron Phillips shall pay unto the said Isaac C. Moses
the sum of five hundred Pounds as aforesaid upon the Trust and
for the purpose herein after mentioned expressed and declared
of and Concerning the said in manner and form following
that is to say the whole sum of five hundred Pounds Sterling
within the space of One year next ensuing the date hereof
is trust to and for the said Caroline Lazarus and the heirs of
her body lawfully begotten by the said Aaron Phillips and the
said Aaron Phillips for himself his heirs Esq. Administrator hereby
covenants to and with the said Isaac C. Moses his heirs Esq. Administrator
in manner and form following that is to say that it shall
and may be lawful to and for the said Caroline Lazarus not
withstanding her Coverture at any time or times during her
life by any Writing under her hand and seal attested
by two or more Credible Witnesses or by her last will and
Testaments in Writing or any Writing purporting to be her
last Will and Testaments to give bequeath or dispose of at her
own free will and pleasure all or any part of the said sum of
five hundred Pounds provide she has no Child or Children

lawfully begotten by the said Aaron Phillips in which said sum of five hundred pounds is to go at her death to the said Child or Children in equal parts share and share alike Now the Condition of this Obligation is such that if the said Aaron Phillips his heirs Exors or Admins shall and do well and truly pay or cause to be paid to the said Isaac C. Elmsby his Exors or Admins the said sum of five hundred Pounds Sterling within one year from the day of the date hereof upon and to and for the use and benefit above declared and expressed then this Obligation to be void and of no effect or else to remain in full force and Virtue

Aaron Phillips D

Signed sealed & delivered in

the presence of Lyon Levy Jacob John -

South Carolina Charleston District Lyon Levy being duly sworn made Oath, that he was present and did see Aaron Phillips sign seal and deliver the within Instrument of Writing for the use intents and purposes therein mentioned and that he with Jacob John subscribed their Name as witnesses hereto.

Given to before me this 6 day of March 1807 Charles Alkin
Recorded 6 March 1807 246

South Carolina

This Indenture made the day of May in the year of our Lord one thousand eight hundred and six Between Elizabeth Smith of Georgetown in the State aforesaid of the first part William C. Cheesbrough of the same place of the second part and Robert Smith of Charleston District of Robert F. Withers of Georgetown District of the same State of the third part Whereas a Marriage is intended by divine permission shortly to be had and solemnized between the Elizabeth Smith and the said William C. Cheesbrough And Whereas the said Elizabeth Smith is now lawfully possessed in her own right of and in four Negro Slaves named Molly Judy Willy and Sam, And Whereas in prospect and consideration of the said intended Marriage the said Elizabeth Smith and the said William C. Cheesbrough have agreed that the said Elizabeth Smith shall grant bargain and sell the said Negro Slaves with their future issue and increase unto the said Robert Smith and Robert F. Withers the survivor of them by Exors & Admins In Trust Nevertheless to and for the several and respective

any intents and purpors herein after Mentioned expressed
 and declared of and Concerning the said, Now this Indenture
 Witnesseth that in pursuance of the said Agreements and in
 Consideration of the said intended Marriage and also for and
 in Consideration of the sum of five Shillings to the said Elizabeth
 Smith in hand well and truly paid by the said Robert Smith
 and Robert F. Withers at and before the sealing and delivery of
 these presents the receipt whereof is hereby acknowledged and
 for settling and assuring the said Negro Slaves and their future
 Issue and increase to and for the several uses intents & purpors
 herein after Mentioned expressed and declared and for Doing
 other good Cause and Considerations the said Elizabeth Smith
 hereunto Moving, she the said Elizabeth Smith by and with the
 privacy consent approbation and agreement of the said William
 C. Sheepbrough testified by his being made a party to and
 signing Making and abiding 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 Robert Smith
 and Robert F. Withers and the survivor of them by, Executors, Administrators,
 all and singular the said Negro Slaves named Molly, Judy, Willy
 and Sam, with their future issue and increase to have & to hold
 the said Negro Slaves with their future issue and increase
 unto the said Robert Smith and Robert F. Withers the survivor
 of them by, Executors, Administrators forever In Trust Nevertheless to and for
 the several uses intents and purpors and with and under the
 several Limitations and Appointments herein after Mentioned
 expressed and declared of and Concerning the said that is to say
 In Trust to and for the use benefit and behoof of the said Elizabeth
 Smith 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 in trust for the sole and separate use of her
 the said Elizabeth Smith so as that the same shall not in any
 wise be subject to the Contraint Debt Alienation or engagements
 of the said William C. Sheepbrough for and during the term of
 her Natural life and from and immediately after the death
 of the said Elizabeth Smith then in trust for the use benefit
 and behoof of all and singular the Children of the said Eliza-
 beth Smith and the lawful issue of any such Children
 who may then happen to be dead, equally and impartially

to be shared and divid between and among them their Exors,
Admors and assigns forever, but the issue of any such deceased
Childs to take in the said division only a Childs part or share
in right of the Childs such Issue represent, if at the time of
the death of the said Elizabeth Smiths she shall have living
more than one Childs or lawful issue of any such Childs
as may happen to be dead and in Case there shall be living
only one Childs of the said Elizabeth Smiths or lawful issue of
one Childs so happening to be dead then in Trust for the up
benefit and behoof of such only Child or the issue of such
Child then deceased his her or their Exors, Admors and assigns, as
the Case may be for ever, the latter to take a tenant in
Common and in Trust that they the said Robert Smith &
Robert F Withers the survivor of them the Exor or Admors
of such survivor do and shall immediately after the death
of the said Elizabeth Smith grant reconvey and assign the
said unto him her or their becoming as aforesaid entitled
thereunto acquitted released and discharged of any further
or other Trust limitation or appointments whatsoever any
thing herein before contained to the contrary thereof in any
wise not withstanding In Witness whereof the said parties
to these presents have hereunto set their hand and seals
the day and year first above written, the word or being
first interlined in the fourth line from the bottom of this
page - sealed & delivered in the presence

W. C. Chesborough D
of Elizabeth F Blythe - Elizabeth Smith D

Elizabeth F Blythe being duly sworn made oath that she
did see W. C. Chesborough and Elizabeth Smith sign seal &
deliver the written Instruments - sworn to before me
this 6 March 1807 - J. Steph Blythe Justice Lunan

Recorded 6 March 1807

South Carolina, This Indenture tripartite made the Eleventh
day of December in the year of our Lord One thousand eight
hundred and six, Between Eleonora Withers of Georgetown
in the State aforesaid of the first part, Willy Wilkinson of the
same place Physician of the second part and Robert F Withers
of Georgetown District in the same State Esquire of the third
part, whereby a Marriage is intended by divine permission
should to be had and solemnized between the said Eleonora
Withers and the said Willy Wilkinson and whereby the

said Eleonora Withers is now lawfully and rightfully possessed in her own right of the following real and personal Estate that is to say a Plantation or Tract of land situate in Georgetown District lately bequeathed to the said Eleonora Withers by her Uncle James Withers deceased commonly called the Ferry Tract containing the high land and swamp of that Plantation which is now under fence (excepting three upper fields adjoining land late the property of Maurice Shiny deceased, together with such high land as remains of the said Tract on the North West side of the road, excepting also an Outlet of fifty feet, also a Tract of land containing one hundred and Ninety five Acres more or less, granted to the said James Withers on the first day of September in the year of our Lord One thousand seven hundred and Ninety four. Also two hundred Acre of land to be laid off from the back of a tract below the Plantation of Levy and Moses Myers also so much of the high land of a Tract purchased of the said James Withers of the Rev^d Mr. Frode, as lies on the North West side of the road, also a small strip of Swamp land on the left of the Causeway up to a large live Oak Marked X III the road being the line between the above described land and that which fell to Mary Withers on a division of the land devised and bequeathed to them by the said James Withers and which will appear more clearly by a plan thereof to be made by Henry Ballow representing the said division. Also the following Negro and other Slaves named Cook, James Renah, Sam. Peter, Fench, Venus, Paul, Lemmy (a Croper), Foby, Charlotte, Sarah, Isaac, Clarinda, Cudjo, Abner, Nedder, Chloe, Pop. Job. Dix, Melly, Flora, Fong, Amy, Fy, Carter, Old Manny, Old Dick, Ben, Little York and Harry, which said Slaves also fell to the said Eleonora Withers on a division of part of the Negroes bequeathed to her and her sister the said Mary Withers by their said Uncle James Withers And to her also the said Eleonora Withers is entitled to an undivided Ninety of the following Negro and other Slaves being part of those bequeathed as aforesaid to her and her said Sister, named Kate, Grace, William, Venus, Joe Adolphus, Nancy, Nellar, Cuffy, old Tom, Peace, Phillis, John, Tom and an infant Name unknown, Tarquin, Old Rob. Fanny, Adam, Little John, Sally, Old Chloe, Peggy, Mary Ann, Melly, Jack, Peter, Moses, Doll, January, Katy, Manny, Betty, Philip, and Charles, which

formerly belonged to John Withers deceased, also Prince Marrian
 Billy, Buck, Katy, Maria (a Child), Lizzy, Betty, Tony, Bob, Henry,
 Inezal, Mingo, March, Kinah, Charlotte Philander, Frank
 Sarah and an infant Old Sarah, Sally, Bob David, Lizzette
 Pompey Abraham, July, Jack, and an infant Old Will March
 Marcus, Minus, Hagar, Johnny, Elzy, Scipio, Johnny Mary Ann
 Charlotte, and two others many unknown which last mentioned
 Negroes formerly belonged to the Estate of St. Donald and wherey
 in prospect and consideration of the said intended Marriage
 the said Eleonora Withers and the said Willis Wilkinson
 have agreed that the said Eleonora Withers shall grant
 bargain sell and convey the said dandy Negroes of which she
 is as aforesaid possessed and entitled unto unto the said
 Robert F. Withers and to his heirs Exors and Admins In Trust Never
 theless to and for the several and respective uses intents and
 purpors herein after mentioned expressed and declared of
 and concerning the same. Now this Indemured 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 Pound to the said Eleonora Withers in hand
 well and truly paid by the said Robert F. Withers at and
 before the sealing and delivery of these presents the receipt
 whereof is hereby acknowledged and for settling and assuring
 all and singular the premises to and for the several uses
 intents and purpors herein after mentioned expressed and
 declared and for divers other good Cause and Considerations
 the said Eleonora Withers thereunto moving she the said
 Eleonora Withers, by and with the sayent privacy, Approbation
 and agreement of the said Willis Wilkinson testified by
 this Writing made a party to the said signing sealing & delivering
 these presents hath granted bargained sold and delivered &
 by these presents doth grant bargain sell and deliver
 unto the said Robert F. Withers his heirs Exors and Admins
 all and singular the said dandy and Negroes and other Slaves
 therein before reserved and of which the said Eleonora
 Withers is now possessed and also one undivided Moiety
 of the Slaves herein before also reserved which the said
 Eleonora Withers is entitled unto which Negro & other
 Slaves are all named & herein before is mentioned
 together with the future issue and increase of the female

Slaves to have and to hold the said lands and Slaves before described and intended to be conveyed and future issue & increase of the female unto the said Robert F. Withers by his heirs and assigns forever In Trust Nevertheless and to for the several and respective uses intents and purposes and with and under the several limitations herein after mentioned 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 Withers her heirs Executors & 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 he the said Robert F. Withers his heirs Executors & assigns shall well and truly permit and suffer the said Willis Wilkinson and the said Eleanor his intended Wife to have the use Occupation and enjoyment of the said Land and Slaves herein and hereby intended to be conveyed and the future issue and increase of the female Slaves during their joint lives and for their joint use and to have receive and take the rents issues and profits and proceeds thereof but so as that the said Land and Slaves & the said Rents issues profits and proceeds thereof should not be subject to or liable for the debts of the said Willis Wilkinson and in Case of the death of the said Willis Wilkinson or Eleanor Withers (which ever may first happen) without leaving issue of the said intended Marriage then upon this further Trust and Confidence that he the said Robert F. Withers his heirs Executors and assigns shall stand possessed of the said lands and Negroes and the future issue and increase of the female to and for the use of the survivor of them the said Willis Wilkinson and Eleanor Withers his or her heirs and assigns for ever — and shall reconvey and convey the same to him or her heirs and assigns freed and discharged from any further Trust or limitation whatum. But in Case of the death of the said Willis Wilkinson or Eleanor Withers leaving issue of the said intended Marriage then upon this further Trust and Confidence that the said Robert F. Withers his heirs Executors & assigns shall stand seized and possessed of the said Land and Negroes & the future issue and increase of the female to and for

It is the said Eleanora Wilkison should survive the said Willis Wilkison then in such as respects
 during his natural life & from and immediately after his death it is agreed for all & singular the
 Children of the said Eleanora Wilkison by him or their heirs & assigns for ever

the joint use of the survivor of them the said Willy Wilkison
 and Eleanora Withers during his or her natural life &
 the Children of the Marriage and from and immediately
 after the death of the survivor (in Case the said Willy
 Wilkison should survive the said Eleanora Withers in Trust
 for all and singular the Child or Children of the said
 intended Marriage his Her or their Heirs and assigns
 forever freed and discharged of and from all further
 and other Trusts or Limitations whatsoever But in Case
 any Child or Children hereinafore provided for should
 happen to die during the life time of the said Willy
 Wilkison or Eleanora Withers leaving issue such issue
 shall immediately become entitled to the share or
 proportion of the said land and Slaves to which his or her
 parents or parents may be entitled at his Her or their
 death provided always and it is hereby declared and
 agreed by and between the said parties to these presents
 that in Case the said Willis Wilkison and Eleanora
 Wilkison should at any time hereafter be desirous
 to make sale of all or any of the Slaves herein mentioned
 or intended to be conveyed or their future issue then and
 in such Case it shall and may be lawful to and for
 the said Willis Wilkison and Eleanora Wilkison at
 any time hereafter by any Writing or Writings to be
 signed and Sealed in the presence of two or more Credible
 Witnesses jointly to sell and convey the said Slaves and
 their increase or any part thereof so as upon and at the
 time or times respectively of making such sale or sales
 as aforesaid they the said Willis Wilkison & Eleanora
 Wilkison do wish in the hand of the said Robert F
 Withers his Heir Exor & Admors other property to be of
 equal value with the Slave or Slaves so sold by them
 the said Willy Wilkison and Eleanora Wilkison which
 said property so to be valued in lieu of the Slave or Slaves
 which may be sold as aforesaid shall be held by him the
 said Robert F. Withers his Heir Exor & Admors for the same
 use upon the same trusts and for the same intents
 and purposes as the said Slaves stood by these presents
 limited declared and expressed and subject to before

such Sale as aforesaid In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written — Willis Wilkinson B
Haled and Delivered, Eleanor Wither B

In the Presence of 3 Susan Hails M^r Shackelford —
South Carolina Georgetown District — personally appeared before me John Shackelford Esquire who being duly sworn sayeth he was personally present together with Susan Hails and did see Willis Wilkinson and Eleanor Wither sign seal and as their Act and Deed execute the within Instrument of Writing for the uses and purposes therein contained and set forth —

In Testimony whereof I have hereunto set my hand and seal the 6 day of March 1807 Thos Carr J. C.

Recorded 15 March 1807.

South Carolina These Articles of Agreement and Marriage Contract entered into and concluded this Eighth day of April — Anno Domini 1807, between Archibald Simpson Johnston at present of the City of Charleston of the first part, Agnes Bolton Ewing of the same place Daughter of Adam Ewing late of Charleston Merchant deceased of the second part, and James Ewing, John Ewing, Robert William Ewing and David Lamb Senior Trustees nominated constituted and appointed for supporting and executing the trusts hereinafter mentioned of the third part, Whereas a Marriage by divine permission is shortly intended to be had and solemnized between the said Archibald S. Johnston and Agnes B. Ewing, and whereas the said Agnes B. Ewing is intitled under and by virtue of the last Will and Testament of her deceased Father Adam Ewing to an equal portion or share of his Estate real and personal whenever a division thereof shall be made, as will more fully appear in and by the said last Will and Testament reference being thereunto had, and whereas the said Archibald S. Johnston is possessed in his own right of certain real and personal Estate in South Carolina consisting of and in a certain Plantation or tract of land situate on the Saltchickers commonly called the Rosalind Estate containing about two thousand Acres more or less and also about forty five Negroes a Schedule whereof is hereunto annexed, And whereas it hath been agreed by and between the said Archibald S. Johnston and Agnes B. Ewing by and with the privity and assent of her guardians before the solemnization of the said intended Marriage that all and singular the Estate and property of her the said

292 Agnes B. Ewing or which she can or may devise from her father's Estate shall be settled to and for the uses and purposes hereinafter mentioned. And also that the real and personal Estate of the said Archibald L. Johnston herein mentioned shall be settled to the uses and purposes herein after mentioned. Now these presents witness that for and in consideration of the said intended Marriage and of the mutual settlements herein agreed to be made that if the said intended Marriage shall be duly had and solemnized that from and after the solemnization of the said intended Marriage, all and singular the Estate Right title and Interest of her the said Agnes B. Ewing derivable derived or to be derived had or obtained from the Estate of her said deceased father Adam Ewing or under or by virtue of any devise or bequest in his last Will and Testament shall be conveyed assigned and transferred to the before named trustees and the survivors and survivor of them and the Heirs Executors and Administrators of such Survivor, In trust that they and each of them do permit and suffer the said Agnes B. Ewing from time to time and at all times during the Coverture and during the joint lives of the said Archibald L. Johnston and Agnes B. Ewing to take to herself and to and for her sole and separate use notwithstanding the said Coverture, and without the interference of her said intended Husband and not liable to ^{or} answer for his debts or engagements, the rents issues profits and proceeds thereof and of every part and parcel thereof as they arise or are had, and from and immediately after the death of the said Agnes B. Ewing, In Trust for the joint and equal use benefit and behoof of such issue of the said Marriage as she may leave living at the time of her death, if more than one equally to be divided, and if but one then to such issue his or her Heirs and assigns for ever, and if the said Agnes should survive the said Archibald then to and for her use and behoof during her natural life, and afterwards to the issue of the said Marriage as aforesaid, But if the said Agnes should depart this life leaving no issue of her body or if her surviving issue should depart this life before they attain the age of twenty one years or day of Marriage, then to the use of the surviving brothers and sisters equally to be divided, and also that for the considerations aforesaid and of the intention of the parties hereto, from and after the solemnization of the said intended Marriage, all and singular the said plantation or tract of land on the Saltketchers called Rosalind containing two thousand Acres more or less, with the rights members &

292 Agnes B. Ewing or which she can or may devise from her father's Estate shall be settled to and for the uses and purposes hereinafter mentioned. And also that the real and personal Estate of the said Archibald S. Johnston herein mentioned shall be settled to the uses and purposes herein after mentioned. Now these presents witness that for and in consideration of the said intended Marriage and of the mutual settlements herein agreed to be made that if the said intended Marriage shall be duly had and solemnized that from and after the solemnization of the said intended Marriage, all and singular the Estate Right title and Interest of her the said Agnes B. Ewing derivable derived or to be derived had or obtained from the Estate of her said deceased father Adam Ewing or under or by virtue of any devise or bequest in his last Will and Testament shall be conveyed assigned and transferred to the before named trustees and the survivors and survivor of them and the Heirs Executors and Administrators of such Survivor, In trust that they and each of them do permit and suffer the said Agnes B. Ewing from time to time and at all times during the Coverture and during the joint lives of the said Archibald S. Johnston and Agnes B. Ewing to take to herself and to and for her sole and separate use notwithstanding the said Coverture, and without the interference of her said intended Husband and not liable to ^{or} answer for his debts or engagements, the rents issues profits and proceeds thereof and of every part and parcel thereof as they arise or are had, and from and immediately after the death of the said Agnes B. Ewing, In Trust for the joint and equal use benefit and behoof of such issue of the said Marriage as she may leave living at the time of her death, if more than one equally to be divided, and if but one then to such issue his or her Heirs and assigns for ever, and if the said Agnes should survive the said Archibald then to and for her use and behoof during her natural life, and afterwards to the issue of the said Marriage as aforesaid, But if the said Agnes should depart this life leaving no issue of her body or if her surviving issue should depart this life before they attain the age of twenty one years or day of Marriage, then to the use of the surviving brothers and sisters equally to be divided, and also that for the considerations aforesaid and of the intention of the parties hereto, from and after the solemnization of the said intended Marriage, all and singular the said plantation or tract of land on the Saltketchers called Rosalind containing two thousand Acres more or less, with the rights members &

293. appurtenances, and also the said forty five Negroe Slaves shall be conveyed, transferred and assigned to the before named trustees and the survivors of them and the heirs Executors Administrators & assigns of such survivor, in trust to and for the proper use of the said Archibald Simpson Johnston during the joint lives of himself and his intended wife, and the further term of his own life if he survive her, and from his and after his death if the said Agnes survive him then in trust to raise an annuity of two hundred pounds per annum for the benefit and support of the said Agnes during the term of her natural ^{life}, to be raised and paid out of the annual rents and profits of the said plantation and Negroes, and the residue of the rents and profits, or a competent portion thereof, to be applied to the suitable education and maintenance of the children that may be born of the said marriage until each shall attain the age of twenty one years or day of marriage whichever shall first happen, at which period each child of the said marriage to draw off and have allotted to him or her his or her fair and equal proportion or share of the said land and Negroes to hold to himself or herself in severally and to his or her heirs Executors Administrators and assigns for ever, Provided also that in case any of the children or any child of the said marriage should depart this life before the period for a division as above then his or her share to go to the survivors, but in case the said Agnes B. Ewing should survive the said Archibald S. Johnston and no living issue of the said intended marriage, then in trust over and above the said annuity of two hundred pounds per year to permit and suffer the said Agnes during the term of her widowhood and while she remains the widow of the said Archibald S. Johnston to have and take to and for her own proper use all the residue of the annual rents profits and proceeds of the said land and Negroes, and after the determination of her interest in the said property real and personal, and in the said event of there being no issue of the said intended marriage, then in trust to and for such person or persons, in such portions and for such Estates as the said Archibald S. Johnston in ~~and~~ by his last will and testament shall devise and bequeath the same, and it is hereby covenanted and agreed by and between all the parties to these presents, that as soon as conveniently may be done after the solemnization of the said intended marriage, the said parties to these presents in and by full and ample Deeds of Indenture tripartite shall and will convey confirm and assure to the said James Ewing, John Ewing, Robert William Ewing

294 and David Lamb son the trustees before named and the survivors
 and survivor of them and the Heirs Executors Administrators and
 assigns of such survivor all and singular the aforesaid estate
 interest & property of her the said Agnes B. Ewing which she hath
 or is intitled to have from the Estate real and personal of her
 deceased father Adam Ewing, and also the aforesaid plantation
 and Negroes of him the said Archibald S. Johnston to and for the use
 intents and purposes aforesaid according to the true intent and
 meaning of these presents, and that until the same shall be
 done and perfected, that the said trustees and the survivors and
 survivor of them and the Heirs Executors Administrators and
 assigns of such survivor shall and will stand and be effec-
 tually seized and possessed in law and Equity of and in all and
 singular the said Estates and property, and that of a good sure
 and perfect Estate. In Trust nevertheless to and for the several
 and respective uses intents and purposes aforesaid according to
 the true intent and meaning of these presents, and lastly that
 each and every of the parties to these presents at the reasonable
 request of the others shall and will make seal and execute do
 and perform all such further and other Deed and Deeds Conveyance
 and Conveyances Acts matters and things for the fully and perfectly
 conveying transferring and confirming all and singular the
 Estates and property real and personal herein and hereby intended
 to be settled to the uses aforesaid as shall be fit requisite or ne-
 cessary to the end of accomplishing the full intent and mean-
 ing of these presents, and of the parties hereto, In Witness
 whereof the said parties to these presents have hereunto set
 their Hands and Seals the day and year above written

Sealed & Delivered
 in the presence of
 the words "at the further term
 of his own life if he survive
 her" being previously in-
 serted in the 3^d sheet and
 also the words ("body living")
 in the same sheet previ-
 ously erased Jacob Ford
 Heyward Glover

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Arch^d. S. Johnston (ss)
 Agnes B. Ewing (ss)
 Robert William Ewing (ss)
 David Lamb (ss)
 James Ewing (ss)
 John Ewing (ss)

295 Schedule of the Real and Personal Estate intended to be
passed by the annexed Marriage Settlement.

Estate of Adam Ewing dec^d. of which Agnes B. Ewing is entitled
to one equal sixth part agreeably to his last will & testament viz
a plantation in St. Pauls parish called Bob Savannah containing
2000 Acres more or less, Monies in England £7000 or £8000 Sterling
or thereabouts after the debts of the Estate shall be paid off.

The Estates interest in the former partnership of Robert & Adam Ewing
of Charleston when settled. The following Negro Slaves belonging
to the said Estate, Jamie, Daphney, Jacob, Nancy, Kelly, Monday,
Sarah, Diana, Renfrew, Daphney, Maggie, Sam, Summa, John, Selvey,
Sam, Siddy, Dick, Jacob, London, Susy, Rhyni, Polydore, Jane,
Carolina, Glappon, Philander, Lancelot, Hegger, Alice, Joe, Sambo,
Abraham, Gallo, Celinda, Brapa, Anne, Cicchie, Simon, Schmael,
Greenock Mary Ann, Betsey, Polydore, Peter, Johnny, Katy, Andrew,
Bob, Sarah, Hannibal, Dunbar, Cidjoe, Rest, Tenah, Prince, Emma,
Chloe, Quash, Phillis, Dary, Dungs, Johnston, Caesar, Rose, Abba,
Grace, Phillis, Jack, Samwick, Elly, Caesar, Robert, Methewille
Juby, Gimmay, Bess, Bram, Anna, Total 79 Negroes -

Real Estate of Archibald S. Johnston alluded to in the foregoing
Deed and intended to be passed thereby, A Plantation in St. Bar-
tholomews parish called Roslin containing about 2500 say
two thousand five hundred Acres more or less situate on the Salt-
katcher River, Negroes belonging to Archibald S. Johnston -
Jimmy, Hercules, Charles, Bob, Juby, Manwile, Cork, Monday, Cyrus,
Adam, Abraham, Peter, Jimmy, Peter, Dinah, John, Greenock, George,
March, Phillis, Nelly, Hannah, Doll, Mary, Sarah, Judy, Beck,
Silva, Rose, Tom, Susy, Caesar, Tyro, Jenny, Susy, Chloe, Bella,
Susy, Amy, Bella, Rose, Judy, Chloe, Munny, Birch, Total 45 Negroes

Signed in presence of
Jacob Ford

Hayward Glover

Charleston p. Jacob Ford Esq^r.
being duly sworn made oath that
he was present and saw the foregoing

Instrument of writing and the Schedule hereunto annexed executed
by the parties thereto, and that he with Hayward Glover signed their
names to the Execution of the same. Shown before me this 9th of
April 1807 Step Sec J. N. Recorded 9th April 1807.

John Ewing

James Ewing

Robert William Ewing

David Lamb

Arch^d S. Johnston

Agnes B. Ewing

South Carolina. This Indenture Free Partile made
the Eighteenth day of March in the year of Our Lord one thousand
eight hundred and seven Between Elizabeth Mary McPherson
of Charleston in the State of South Carolina daughter of Genl John
McPherson of the same place deceased of the first part
James Reid Pringle of the same place Esquire of the second
part and Nathaniel McPherson Esquire of the said
Elizabeth Mary McPherson James Reid Pringle and John
Julius Pringle Esquires of the same place of the third
part. Whereby Marriage of the said Pringle is forthly
intended to be had and consummated between the said
Elizabeth Mary McPherson and the said James Reid
Pringle unto whereby the said Elizabeth Mary McPherson
at the time of executing this present indenture and by Virtue
of the last Will and Testament of her said Father General
John McPherson seized in fee simple of the sumple
of the Plantation in Prince William Parish and Lot of
Land in Charleston herein after more particularly
mentioned and is also entitled to a certain distributive
share or part of such part of her said Father's real
Estate as is disposed of by his last Will & Testament
and which is not yet ascertained and allotted unto
her and is also entitled to a certain part or share of the
residue of his Estate real and personal which is
included in and subject to the ordinary Clause of his
said last Will and Testament and which part is also
not yet ascertained and allotted unto her and is also
under and by Virtue of his said last Will & Testament
entitled to a specific legacy and bequest of seventy
Negro and other Slaves and is also entitled to a certain
distributive part or share of sundry Negro & other Slaves
which belonged to the said Father and which being
purchased subsequent to and disposed of by his last
Will and Testament all which Negro and other Slaves are
yet undivided and not separated from her said Father's
general Estate and not allotted unto her in severality
but whereupon the treaty of the intended Marriage
agreed to have been and is agreed by and between
the said Elizabeth Mary McPherson and the said James

Reid Pringle that all and singular the real & personal
 Estate of the said Elizabeth Mary McPherson of which
 she is seized possessed or entitled to as aforesaid or otherwise
 shall be by her granted released assigned to and vested
 in then the said Savannah McPherson, James C. McPherson
 and John Julius Pringle their heirs, Exors, Admins and assigns
 upon the special trusts and Confidences and to and for
 the several uses intents and purposes therein after men-
 tioned limited expressed and declared of and Concerning
 the same. Now this Indenture Witnesseth and Know
 all Men by these presents that in pursuance of the said
 Agreement and in Consideration of the said intended Mar-
 riage and for every other good and sufficient Cause & Consideration
 her therunto specially showing she the said Elizabeth
 Mary McPherson by and with the privacy and Consent of
 the said James Reid Pringle her intended husband
 testified by his being a party to and executing these presents
 hath granted bargained and sold aliened released
 conveyed confirmed assigned transferred and set over
 and by these presents doth grant bargain sell alien
 release convey confirm assign transfer and set over unto
 the said Savannah McPherson, James C. McPherson and
 John Julius Pringle and to their heirs and assigns all
 that Plantation called Laureum situate lying and
 being at or near Honey Creek in the Parish of Prince
 William containing five hundred Acres more or less also
 all that lot of Land now in the Occupation of Henry Inglesby
 situate in Broad Street in Charleston and bounding to
 the South on said Street and containing in front on
 said Street feet more or less and in depth
 thereupon feet more or less and bounding to the
 West on Land of the Estate of Thomas Middleton Esquire
 on all other sides on Land of the Estate of the said General
 John McPherson, and also the distributive share or parts
 of such parts of the real Estate of the said Father to which
 the said Elizabeth Mary McPherson is entitled as being
 underpowered of by his said last Will and Testament and which
 is not yet ascertained divided and allotted unto her
 and also whatsoever part or share of her said Father's real

298 Estate which is included in and subject to the ordinary
Clause of his said last Will and Testament she may be
entitled to and which also is not ascertained divided
and allotted unto her and all other real Estate
to which she is in any ^{other} manner entitled Together
with all and singular the hereditaments right member
and appurtenances whatsoever unto the said Plantation
Laurium and Lots of Land and other the real Estate
afore said of the said Elizabeth Mary C^t Phipps belonging
or in any wise appertaining and the reversion and
reversions remainder and remainders rent issuing and
profits thereof and also all the Estate right title interest
claim and demands whatsoever of her the said Elizabeth
Mary C^t Phipps of in and to the same And My Indenture
further Witnesseth that for the Consideration afore said and
in further pursuance of the said agreement she the
said Elizabeth Mary C^t Phipps by and with the privacy
and Consent of the said James Kees Pringle her intended
husband testifies as afore said hath granted bargained
sold assigned transferred and set over and by these
present doth grant bargain sell assign transfer and
set over unto the said Channah C^t Phipps James
C. C^t Phipps and John Julius Pringle the said
seventy Negro or other Slaves specifically given &
bequeathed unto her by her said father's last Will
and Testament as above mentioned and to all her right
title and Interest therein and thereto And also all the
distributive part or share as she is or may be entitled to
of and in sundry Negro or other Slaves which belonged to
her said father at the time of his death and being
purchased subsequent to and undisposed of by his said
last Will and Testament and also all other the personal
Estate which she may be entitled to as her part or share
under and by virtue of the ordinary Clause of her father's
said last Will and Testament To have and to hold the
said Plantation Laurium and the said Lots of Land with
respective appurtenance and all other the real Estate
to which the said Elizabeth Mary C^t Phipps may be
intertitled in or entitled as afore said or in any

299 manner whatsoever and also all the said Moneys and
Other Money with the future issue and increase of the fund
to which the said Elizabeth Mary McPherson may be
entitled as aforesaid and all and singular other the
premises herein before mentioned or meant or intended
to be hereby granted released conveyed assigned transferred
and suborn as aforesaid unto them the said Suzanne
McPherson James C. McPherson and John Julius
Pringle their heirs Executors and assigns upon the Special
Trusts and Confidences Nevertheless and to and for the
several uses intents and purposes herein and hereby
intended to be made limited and declared of and
Concerning the same and as for and Concerning the said
several uses and trusts herein and hereby intended
to be made limited expressed and declared of and
Concerning the said real and personal estate of the
said Elizabeth Mary McPherson each and every of the
parties to this Indenture hath agreed that the same
shall be limited settled and declared assured in manner
hereinafter mentioned in trust and to and for the following
uses and purposes that is to say to and for the joint use and
behalf of them the said Elizabeth Mary McPherson and
James Reid Pringle during their joint lives and upon
the decease of either of them then to the survivor of them
during his or her Natural life without impeachment
of Waste and from and after the decease of the survivor of
them then to the use and behalf of all and singular or
such one or more of the Children of them the said Eliza-
beth Mary McPherson and James Reid Pringle and for
such estate and estate and in such parts & proportions
manner and form with or without power of revocation
as they the said Elizabeth Mary McPherson and James
Reid Pringle shall at any time or times during their
joint lives by any deed or deed Writing or Writings under
both their hands and seals attested by two or more
Credible Witnesses direct limit and appoint and in
default of such direction Limitation and Appointment
and in case any such shall be when and soon as the
Estate and Interest therein limited shall respectively

300 out and determine and as to such part or parts
of the premises where no such direction limitation
and appointment ~~as in case any such~~ shall be
~~made and some~~ made then at the survival of them
the said Elizabeth Mary McPherson and Samy Reid
Pringle shall at any time or times during his or her
life by any deed or deed Writing or Writings under
his or her hands and seal attested by three or more
credible Witnesses or by his or her last Will and
testament in Writing to be by him or her signed
sealed and published in the presence of the like
number of Witnesses direct give limit and appoint
the same as aforesaid and in default of all such direction
limitation gift and appointment as aforesaid or in case
any such shall be when and so soon as the Estate
and interests thereby limited shall respectively end
and determine and as to such part or parts of the
premises whereof no direction limitation gift or
appointment as aforesaid shall be made to the use
and behoof of all and ~~amongst~~ every the Children
or Children of them the said Elizabeth Mary McPherson
and Samy Reid Pringle to be equally divided between
them if more than one, share and share alike to take as
tenants in common and not as joint tenants to his or
her or their respective heirs, executors and assigns And
in case any Child or Children of them the said Elizabeth
Mary McPherson and Samy Reid Pringle should
die in their life time or in the lifetime of the survivor
of them leaving any Child or Children such Child
or Children shall represent and stand in the place
of and take the share their deceased Parents if living
at the death of the survivor of them the said Elizabeth
Mary McPherson and Samy Reid Pringle would be
entitled to take And it is hereby declared & agreed
by and between the said Parties to these presents
that in case the said Elizabeth Mary McPherson
and Samy Reid Pringle or the survivor of them
shall be minded in Writing at any time or times
to sell and dispose of all and every part of the said