

407 se qualifie, à Paris le Vingt deux thermidor de l'an
troisième & Requier
Recorded 1st May 1809

V
Consulat de France à Charleston, Contrat de Mariage entre le
Sieur Pierre Remondo et demoiselle Pierrette Simonne Legé -
Extrait du Registre des Actes publics en la Chancellerie du Consulat
de France à Charleston Caroline du Sud. —

Aujourd'hui huit Février mil huit cent Neuf après Midy, —
Pardevant Mess^{rs} Simon Jude Chancelier, Consul ~~ad hoc~~
par intérim de France à Charleston, Caroline du Sud y résidant
suffisamment, et en présence des témoins cy après nommés et aussi
suffisamment —

Sont présents le Sieur Pierre Remondo, Marchand demeurant
en cette Ville, Natif de la Pietra dépendance de Gênes, âgé de
Cinquante un ans, fils légitime de Sieur Nicolas Remondo, et de
Bénédicta Bada, son épouse, les père et mère demeurants au dit
Lieu de la Pietra; le dit Sieur Pierre Remondo stipulant pour
lui et en son Nom, d'une part; —

Et demoiselle Pierrette Simonne Legé, Native de Paris, département
de la Seine; Agée de Vingt cinq ans, fille majeure et légitime de
Sieur Nicolas Legé, Vivant Artiste, domicilié au dit Lieu de Paris, et
de Dame Marie Louise Flamand, son épouse, la dite demoiselle
Pierrette Simonne Legé demeurant en cette Ville de Charleston,
avec la dite Dame sa mère, et stipulant aussi pour elle
et en son Nom du consentement de sa dite mère ici présente
d'autre Part.

Lesquelles Parties pour raison des Mariage Proposés entre
le dit Sieur Pierre Remondo, et la dite demoiselle Pierrette
Simonne Legé, dont la déclaration aura lieu incessamment en
la Chancellerie de ce Consulat, ont fait et arrêté les clauses,
Conditions et stipulations du dit Mariage ainsi qu'il suit, en
présence de leurs parents et amis, savoir, du côté du futur
époux, des Sieurs Antoine Rappallo, et Philibert Simon L.; et
de celui de la future épouse, du Sieur Jean Marie Legé, son
frère, Artiste, et de Dame Marianne Xavier, son épouse, et
encore des Sieurs Jean Baptiste Lubet et Jean de Lôme, Chirurgiens,
les amis, tous demeurant en cette Ville de Charleston;

Seront les dits futurs époux une et Commun en tout
Biens, Meubles, Acquis, et Conquêtes immeubles, conformément

452 Avec loix françoises vendues à ce sujet dont ils invoquent expressément
les principes, aux desirs desquelles leur Communauté sera réglée
et gouvernée et les biens qui la composeront partagés également
et par moitié, encore bien que les futurs époux continuent
à faire leur résidence en le Continent ou à fixer leur domicile
^{à Paris pour continuer à résider dans ce pays.}
par la suite en pays étrangers quelconques, aux quelles dispositions
il est expressément derogé et renoncé pour s'en tenir aux
dits loix de France.

Et néanmoins, ne seront point tenus les dits futurs époux
des dettes et hypothèques l'un de l'autre, faites et créées avant
la déclaration du dit futur mariage, elles seront acquittées, s'il
en existe, par celui qui les aura contractées sans que l'autre
et ses biens en puissent être chargés ;

Se réservent les dits futurs époux aux biens et droits à chacun
d'eux appartenants et qui pourront leur appartenir par la suite ;

Les biens du dit Sieur Pierre Remond, Consistant dans
ses Meubles garnissant la Maison qu'il occupe, et dans ses
Marchandises Composant le Magasin qu'il tient en cette Ville,
le tout évalué par les parties à la somme de Sept Mille piastres
Gourdes ; Aux de la dite demoiselle Pierrette Simonne Léger,
future épouse, Consistant dans ses hardes, bijoux, joyaux à
son usage, et en ses Meubles Meublants l'appartement qu'elle
occupe ; le tout aussi évalué entre les parties, à la somme
de Cinq Cent Piastres Gourdes ;

Le dit Sieur futur époux a donné et donne à dite demoiselle
future épouse d'un douaire préfixe de la somme de mille piastres
Gourdes ; dont elle jouira aussitôt l'ouverture de ce
douaire, sans être tenue d'en faire la demande en justice, le
fond d'aucun douaire sera propre aux enfants à naître du présent
mariage ; il sera loisible à la future épouse et aux enfants à
naître du dit mariage d'accepter la dite Communauté ou d'y
renoncer, et en y renonçant de reprendre tout ce qu'elle
justifiera y avoir apporté même son douaire ci dessus stipulé,
ainsi que tout ce qui lui sera venu et échû par Successions
donations, legs ou autrement sans être tenue d'aucune dette
et charge de la dite Communauté, quand bien même elle s'y
fut obligée ou y eût été condamnée, auquel cas elle ou ses dits
enfants en seront acquittés, garantis et indemnisés par le dit
Sieur futur époux et par ses biens personnels présents et
à venir lesquels demeureront dès ce moment affectés et hypothéqués

de l'exécution de cette clause & de toutes les autres du présent
Contrat; Et voulant se donner des preuves de la Bonne Et
Sincere Amitié qu'ils se portent, les dits futurs Epoux, se sont
par les présentes respectivement fait, la premier Mourant au
Survivant d'une, Donation, pure, Simple, Mutuelle, égale Et
irrevocable en la meilleure forme Et Maniere que donation puisse se
faire Et Valoir, de tous les Biens, Meubles, immeubles, Acquis, longins
propres, Droits, Actions, prestations Et autres généralement quelconques
qui appartiendront à la Succession du dit premier Mourant, en quelque
lieu Et Endroit que les dits Biens soient assis Et Situés Et quelques
Sommes qu'ils puissent Monter, prout, par le Survivant des dits futurs
Epoux en jouir, user, finir Et disposer en toutes propriétés Comme
de loyal Acquis, le tout au cas qu'il n'y ait point d'Enfants
naissant ou à naître du dit Mariage lors du décès du dit premier
Mourant, auquel cas d'Enfants, la présente Donation rebrait Nulle
Mais Néanmoins elle reprendrait toute force Et Vertu au profit du
dit Survivant. Si les Enfants nés ou à naître, du dit futur
Mariage, Venaient à Décéder en Minorité ou Majorité, Et sans avoir
Valablement disposé de leurs biens Et Droits;

Et pour faire insinuer Et enregistrer les présentes partout ou
besoin sera, les dits futurs Epoux Constituent leur procureur le porteur
d'une expédition d'icelle auquel ils donnent pouvoir d'en requérir Actes;
Car ainsi a été convenu Et arrêté entre les dits parties, Promettant
l'obligant l'obligé Renonçant l'Donor l'Acte;

Fait Et passé en la Chancellerie du Consulat de France à Charleston
Caroline du Sud, le jour Moir Et an que dessus, en présence des Sieurs
jean pierre Riviere, Et jeun Baptiste Benoit, tout deux Français
residant en cette dite Ville de Charleston, témoins Connus Et Expriés
appelés, lesquels après Lecture, ont avec les dits futurs Epoux,
les autres parents Et amis Signés les présentes avec moi Combui
par. interim sus dit en l'absence d'un Chancelier; la Mère de
la dite future Epouse ayant déclaré Ne savoir Signer de la
interpellée, Ainsi Signé au registre Pierre Remondo,
Pierre Simon Legé, f. Legé, Marianne Javie Legé,
A. Rapallo, Simonet, J. B. Lebet, John Blome, Eugénie
Arthur, femme Bourcud, Mari J. Blome, Claire Blome, Riviere
Benoit Et Chancognie.

Collationnés, Scellés Et Delivré pour 2^{me} Expéd. Conforme
Chancognie.

Recorded 4th May 1869.

State of South Carolina This Indenture of three parts made the twenty eighth day of November in the year of our Lord one thousand eight hundred and eight, and in the thirty third year of the Independence of the United States of America, Between Elizabeth Seacraft of St. Lukes Parish in the State aforesaid Widow, of the first part, Joseph Longworth of the State of Georgia Merchant of the second part, and Charles Black of the State of South Carolina aforesaid, of the third part, where as a marriage is intended by Gods permission, shortly to be and solemnized between the said Elizabeth Seacraft and the said Joseph Longworth, and whereas the said Elizabeth Seacraft is possessed of and entitled to a Considerable Estate both real and personal, which is hereafter particularly mentioned and described, and whereas it is agreed and intended between the said Elizabeth Seacraft and the said Joseph Longworth that the aforesaid Estate both real and personal shall be settled upon her, the said Elizabeth Seacraft during her life, and to secure to her a respectable maintainance, Now this Indenture witnesseth, that in pursuance and performance of the said aforesaid Agreement, in consideration of the said intended marriage and for and in consideration of the sum of five Dollars to her the said Elizabeth Seacraft in hand well and truly paid, at ^{and} before the sealing and delivering of these presents by the said Charles Black, the Receipt whereof is ^{hereby} acknowledged, she the said Elizabeth Seacraft with the consent of the said Joseph Longworth testies, in his becoming a party to these presents, hath bargained sold conveyed and confirmed, and by these presents, doth bargain sell convey and confirm unto the said Charles Black his Executors and Administrators, all that Tract of land containing three hundred and seventy eight Acres and three Rods, situate d A known by the name of Mount Pleasant, also one other Tract of land containing three hundred Acres situate d C D Bulding and Bounding as the Platts direct, situated in the State of South Carolina aforesaid in St. Lukes Parish aforesaid, whereon the Elizabeth Seacraft now resides, also all these three docts of land situated in the Town of Beaufort, and known ~~in~~ in the plan of said Town, by the numbers three hundred and sixty, three hundred and forty nine, and one hundred and eleven, also all that other Tract of

Land situated lying and being in the State of South Carolina —
 aforesaid, in St. Lukes Parish aforesaid, on Hilton Head Island
 known by the name of Point Comfort, known in the general
 Plot by the number thirty three, containing two hundred &
 sixty seven Acres, also all those Negro Slaves, named Peter
 Ben, Lot, Duck, Cassus, Brutus, Dick, Cudgo, Rosin, Tom,
 Major, January, March, April, May, Jamie, John, Ned, George,
 Luddy, Sarah, Hester, Violet, Nanny, Rachel, Charlotte Rice,
 Paddy, Mary, Peg, Phebe, Sabina, Peggy, Sarah, Susanah,
 Phillis, also all the Stock of Cattle, Sheep, Hogs and Horses, now
 in possession of the said Elizabeth Deacraft, the Cattle marked
 and branded Ist also six Horses Branded Ist, Hogs and Sheep
 marked, containing in number thirty nine horned Cattle, fifty
 three head Sheep and fifty eight head Hogs, Together with the
 Hereditaments rights members and appertenanceys, to the
 said lands and Lots belonging, or in any wise appertaining, —
 together with the Issue and Increase of the said Negroes Cattle
 Sheep, Hogs and Horses, To have and to hold the aforesaid
 lands, Lots, Negroes, Cattle, Sheep, Hogs, Horses and the Increase
 of the Negroes and Stock, unto the said Charles Black his Executors
 and Administrators, upon Trust nevertheless and to and for the
 sole use intent and purpose hereafter mentioned and expres-
 sed, that is to say, to and for the sole use of the said Elizabeth
 Deacraft until the said intended marriage shall take
 effect, and from and immediately thereafter to and for the
 sole and separate use of the said Elizabeth Deacraft during
 her life, and not subject to the debts of the said Joseph
 Longworth, and after the Death of the said Elizabeth Dea-
 craft, to and for the use of any Child or Children of the said
 Joseph Longworth, begotten on the Body of the said Elizabeth
 Deacraft, share and share alike, if more than one, but if the
 said Elizabeth should die before the said Joseph, without any
 Child or Children, then the Estate both real and personal to go
 to and pass ^{agreeable} to any will that she the said Elizabeth Deacraft
 may in due form of law make and execute, and which will
 she is hereby empowered to make and execute, notwithstanding
 her Coverture, but if the said Elizabeth Deacraft
 should die without will and without Child or Children
 before the said Joseph Longworth, then the said Estate to be
 and go to and for the use of the said Joseph Longworth his

456 Hairs and assigns for ever

sealed and Delivered in the
presence of Mary Bowman
Jabez Longworth, George McTomy
year first within written of and from the within named
Charles Black, the sum of five Dollars being the Consider-
ation Money within mentioned

Elizabeth Leecraft
Joseph Longworth (do),
Chas Black (do),

Received the day and

Elizabeth Leecraft

Witness, Mary Bowman, Jabez Longworth, George McTomy,
St. Luke's Parish, Personally appeared before me W.
Beaufort District, George McTomy who being duly sworn
maketh oath and saith that in his presence M^{rs} Elizabeth
Leecraft, Joseph Longworth and Charles Black sub-
scribed their names to the above Instrument of writing and
that M^{rs} Elizabeth Leecraft subscribed her name to
the above receipt, and that Miss Mary Bowman and
Jabez Longworth, in the Depo^{nt}s presents as witnesses
thereunto subscribed their names with this Depo^{nt}ent
all in presence of each other

George McTomy,

Sworn to before me this 10th March 1809 Aaron Cleveland
Recorded 8th May 1809

JP

South Carolina

This Indenture made the day of May in
the year of our Lord one thousand eight hundred and eight
Between Daniel Walling of Wapamaw in the State aforesaid
Planter of the one part, and Samuel Huff of the same place
and State aforesaid, In Trust for Elizabeth Walling wife of
the said Elisha Walling of the other part, Witnesseth that for
and in consideration of a Marriage already had and solemn-
ized between the said Elisha Walling and Elizabeth his
wife, and of the love and affection which the said Elisha
Walling beareth unto his said wife and to such of the issue
of their two Bodies as are unmarried, and not provided for
and for the better livelihood and support of the said Eliza-
beth Walling, and his advancement of such issue and in
consideration of the sum of five shillings, to the said Daniel
Walling in hand paid by the said Samuel Huff Trustee for
the said Elizabeth Walling at or before the sealing and
delivery of these presents, he the said Elisha Walling
doth grant bargain sold released aliened and con-
firmed, and by these presents, doth grant bargain sell-

release, assign and confirm unto the said Samuel Huff In Trust as aforesaid and to his heirs and Assigns, All that Plantation or Tract of land situate lying and being on the Manks Corner Road near the twenty one mile Post in Saint James's Parish Goose Creek containing one hundred and eighty acres more or less together with all and singular the Hereditaments and appurtenances thereunto belonging or in anywise appertaining with the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof, and all the Estate Right Title Interest use Trust Claim and Demand whatsoever of him the said Elisha Walling at law or in Equity of in and to the same, To have and to hold the said Plantation or Tract of land and all and singular other the premises and every of their appurtenances unto the said Samuel Huff his heirs and Assigns In Trust as aforesaid and to the uses intents and purposes as hereinafter mentioned, And this Indenture further Witnesseth that for the considerations aforesaid and in further pursuance of the agreement aforesaid he the said Elisha Walling hath granted bargained sold assigned transferred and set over and by these presents both grant bargain sell assign transfer and set over unto the said Samuel Huff In Trust as aforesaid his Executors Administrators and Assigns the following Negro Slaves, Horses Cattle Household goods and furniture to wit, one negro man named John one other named Noble, a negro boy named Prosper and one other negro boy named Ned, two Horses to wit one dark Bay Mare and one other Bay Mare, thirty head of Cattle marked with a hole in one Ear, and a Split in the other, branded E W and one hundred head of Hogs, and the following household furniture to wit, three Beds, six pair of Sheets, six pair of Blankets, four Tables and twelve Chairs, and also all the right title and Interest whatsoever, of him the said Elisha Walling in and to the same or any part thereof, To have and to hold all and every the Negro Slaves, Horses, Cattle, Hogs, Household Goods - furniture Chattels and things above named unto the said Samuel Huff his Executors Administrators and Assigns from henceforth upon such Trusts, and to and for such intents & purposes as are hereinafter declared concerning the same, that is to say, In Trust nevertheless and to and for the sole & separate use and benefit of the said Elizabeth Walling the wife of him the said Elisha Walling, for and during the

458 term of her natural life, and from and immediately after her
decease, then In Trust for all or any Child or Children of his
Body begotten on the Body of the said Elizabeth Walling be they
son or Sons, Daughter or Daughters equally to be divided
between them if more than one share and share alike, and
in default of such Issue then In Trust and to and for the
benefit use and behoof of him the said Elisha Walling his
Heirs and Assigns for ever, and to and for no other Use Trust
or benefit whatsoever, according to the true intent and
meaning of these presents, In Witness whereof the said
parties to these presents have set their hands and seals the
day and year first above written Elisha Walling (all)
Sealed & delivered in the presence Peter Blewer, Catharine Blewer,
State of South Carolina, Charleston District, Peter Blewer
being duly sworn deponent that he was present and saw
Elisha Walling sign seal and as his act and deed deliver
the foregoing Deed or Instrument of writing to and for the
uses and purposes therein mentioned, and that Catharine
Blewer together with himself subscribed their names thereto
as a witness to the due execution of the same Peter Blewer
Sworn to before me this 9th May 1809 H. Mitchell LL
Recorded 9th May 1809

Articles of agreement of three parts indentured made
concluded and agreed upon by and between John Tofel of the
City of Charleston in the State aforesaid Confectioner of the
first part, Angelique English of the same place Spin-
ster of the second part, and Jean Baptiste Benorist of
the same place Baker of the third part as followeth -
Whereas a Marriage is intended to be shortly had and
solemnized between the said John Tofel and Angelique
English, and whereas the said John Tofel hath agreed to
settle upon the said Angelique English the sum of six hun-
dred Dollars as and for her marriage portion, it is therefore
covenanted and agreed by and between the said parties to
these presents in manner and form following that is to say
First the said John Tofel for himself his Heirs Executors and
Administrators doth covenant and agree to and with the
said Jean Baptiste Benorist his Heirs and Assigns that in
case the said intended marriage shall be had an d-

459 solemnized he the said John Tofel will settle out of the proceeds of his stock in trade as Confectioner, which now amounts to about one thousand Dollars or out of any other monies goods-chattels or effects both real or personal of which he may be now possessed or which he may hereafter possess, the sum of six hundred Dollars upon his said intended wife, deserving nevertheless in the first place out of the ^{said} stock in trade or the sum of four hundred dollars for Eliza Tofel the Daughter of the said John Tofel by a former wife, and which said sum of four hundred dollars, - was bequeathed to the said Eliza Tofel by her said mother and which sum he conceives himself in equity bound to secure to his said Daughter in preference to all other claims, but it is hereby understood and agreed upon between the said parties, that the said sum of six hundred Dollars so agreed to be settled as aforesaid upon the said Angelique English shall for the present, remain as part of the ~~estate~~ stock in trade of the said John Tofel in order that the same may be improved to the best advantage, and that the said Sean Baptiste Benoit shall be at liberty and is hereby authorized from time to time and at all times hereafter to demand of the said John Tofel an account of the disposition and profits of the said sum of six hundred Dollars and in what manner he may have placed the same, and that in case the said Sean Baptiste Benoit should at any time hereafter have just reasons and sufficient Cause to require of the said John Tofel the said sum of he the said Sean Baptiste Benoit is at liberty to do so, and upon receipt thereof to vest the same in such manner as he may think will be most beneficial to the interest of the said Angelique English, and the said John Tofel doth hereby engage and bind himself to pay the same to the said Sean Baptiste Benoit within a reasonable time after such demand, and it is hereby understood by and between the said parties that the said Angelique English shall be at liberty to keep for her own use and at her ^{own} disposal such apparel jewels or other effects of which she may be now possessed, and further more that in case of the separation a mensa & thoro between the said John Tofel and Angelique English the said John Tofel shall pay to the said Sean Baptiste Benoit the said sum of six hundred dollars together with such lawful Interest as may have accrued thereon.

thereon from the date of these presents, to and for the use and benefit of the said Angelique English, and also that in case of such separation be the said John Tofel shall and will provide decently for any Child or Children which may be born of the ^{said} intended marriage, and also that in case of the death of the said John Tofel without ~~without~~ any Child or Children being born of the said marriage, and in case the said John Tofel and Angelique English should not be separated a ~~men~~ ^{marriage} ~~there~~ the said Angelique English shall be entitled to one third of all his estate both real or personal, and the said Eliza Tofel to the remainder of his estate, but in case there should be a Child or Children born of the said marriage at the time of his death or in case the said Angelique should be pregnant at the time, then such Child or Children shall be equally entitled to take a proportion separately with the said Eliza Tofel, In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals this fifteenth day of May in the year of our Lord one thousand eight hundred and nine John Tofel (22)

sealed and delivered in the presence of J^r Jahan, f Duboe Angelique English (22)

Joseph Jahan being duly sworn saith that he was present & saw the above named John Tofel, Angelique English and Jean Baptiste Benoit sign seal and as their act and deed deliver the above indenture to and for the uses and purposes therein mentioned, and that he together with Francois Duboe subscribed their names as witnesses to the due execution thereof Sworn before me this 17th May J^r Jahan

1809 J. S. Nelson & R. Recorded 17th May 1809.

This Indenture made the fourth day of May in the year of our Lord One thousand Eight hundred and Nine Between Maria Bond and George Peavars of the one part Thomas Bond of the other part Witnesseth that the said Maria Bond and George Peavars for and in consideration of the sum of ten shillings to them in hand well and truly paid by the said Thomas Bond at & before the sealing and delivery of these presents do except whereof is hereby acknowledged have granted bargained and sold unto the said Thomas Bond his Executors Administrators

and assigns all those lands to which the said Maria
 Bonner is entitled in fee simple by descent from her
 deceased father situate in the Parish of Proctor George
 in the District of Georgetown and which cannot here
 be accurately described but which will hereafter be
 annexed in a schedule to a deed of release to succeed
 the Deed as now is a division of the lands of the said
 father of the said Maria take place among the
 premises together with all and singular the rights
 members and her appurtenances and appurtenances, what
 soever to the said premises belonging in any wise
 appertaining and the reversions and reversion remain
 der and remainder rent issue and profits thereof &
 every part and place thereof To have and to hold
 in and singular the premises above mentioned or
 meant intended to be hereby bargained and sold
 and every part and place thereof with their appurten
 ances unto the said Thomas Bonner his Executors Adminors &
 assigns from the day next before the day of the date
 of these presents for and during and unto the full
 term and term of one whole year from thence next ensuing
 and fully to be completed and ended yielding paying
 holding unto the said Maria Bonner and George Treavor
 the rents of One £100 per year only on the last day of the
 said term lawfully demanded to the intent and
 purpose that by virtue of these presents and by force of
 the Statute for transferring uses in to possession the said
 Thomas Bonner may be in the actual possession of the
 said premises and be thereby enabled to accept and
 take a grant and release of the reversion and inheri
 tance thereof to him and his heirs and assigns for
 ever hereafter to the use and upon the trusts thereof
 to be declared by another Indenture intended to be
 made the day next after the day of the date hereof
 In Witness whereof the said parties to these presents
 have hereunto set their hands and seals the day and
 year just above written - George Treavor & Maria
 Bonner & Thomas Bonner & Co. sealed & delivered
 in the presence of Mary A. Boone, Dr. White -
 Chauncy P. M. John White being duly sworn made

463. Boone and George Fraser, to the said Thomas Boone, and his heirs to
and for the uses trusts, intents and purposes herein after declared,
Now This Indenture witnesseth that in pursuance of
the said Agreement and in consideration of the said intended
marriage, and also in consideration of the sum of ten shillings paid
unto the said Maria Boone and George Fraser by the said Thomas
Boone the receipt whereof is hereby acknowledged, and for divers
other good and valuable causes and considerations them thereunto
moving, they the said Maria Boone and George Fraser, have gran-
ted bargained sold released assigned transferred set over, and
by these presents do grant bargain sell release assign transfer
and set over unto the said Thomas Boone his heirs Executors and
Administrators all the aforesaid Lands, to which the said Maria Boone
is entitled in fee simple by devise from her deceased father, situated
in the parish of Prince George in the District of Georgetown and
which cannot here be accurately described, but which will hereafter
be annexed in a Schedule to this Deed as soon as a Division of the
Lands of the said John Boone takes place among the devisees, and
all the above named negro Slaves with the future issue and
increase of the said female Slaves, together with all and singu-
lar the rights members, hereditaments and appurtenances
whatsoever to the aforesaid premises belonging or in any wise
appertaining: all which premises are now in the actual posses-
sion of the said Thomas Boone by virtue of a bargain and sell to
him made by the said Maria Boone and George Fraser for one whole
year bearing date the day next before the day of the date of
these presents, and by force of the Statute for transferring uses
into possession, and the reversion and reversions, remainder and
remainders, rents issues and profits thereof, and of every part
thereof, and also all the estate right title interest claim and de-
mand whatsoever both in Law and Equity of the said Maria
Boone and George Fraser, of in or to the said premises, To have
and to hold all and singular the said Negro Slaves above-
named with the issue and future increase of the female Slaves, &
all and singular the premises before mentioned, and every part
and parcel thereof with the appurtenances unto the said Thomas
Boone his heirs Executors and Administrators for ever, to such
uses upon such trusts, and for such intents and purposes as are
herein after mentioned of and concerning the same, that is
to say in trust to and for the use and behoof of the said Maria

464 Maria Boone and George Traser (according to their respective interests therein before the execution of these presents) until the solemnization of the said marriage, and from and immediately after the solemnization thereof then in trust and to and for the use of the said George Traser and Maria Boone for and during their joint lives without impeachment of or for any manner of waste, and from and immediately after the determination of that Estate to the use and behoof of the said Thomas Boone his heirs executors and administrators to preserve the contingent remainders herein after limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require but nevertheless in trust to permit and suffer the said George Traser and Maria Boone and their assigns during the joint lives of the said George Traser and Maria Boone and their assigns to receive and take the rents issues and profits of the said premises and of the said negroes and their increase, without impeachment of or for any manner of waste, to and for the joint use and benefit of the said George Traser and Maria Boone and their assigns, and in case the said George Traser ~~and~~ should survive the said Maria then to the use and behoof of the said George and his assigns for and during his natural life, without impeachment of or for any manner of waste, but if the said Maria should survive the said George then to the use and behoof of the said Maria and her assigns for and during her natural life without impeachment of or for any manner of waste, and from and immediately after the determination of the Estate of the said Survivor, to the use and behoof of the said Thomas Boone his heirs executors and administrators to preserve the contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require, but nevertheless in trust to permit and suffer the said Survivor and his or her assigns during his or her natural life, to receive and take the rents issues and profits of the said premises and negro Slaves with their increase, without impeachment of or for any manner of waste, to and for her, his or their own use and benefit, and from & immediately after the decease of the said Survivor then to the use and behoof of such Child or Children upon the body of the said Maria by the said George begotten, as may be living at the death of such Survivor, to be equally divided between

465. them if more than one, and their heirs executors administrators and assigns for ever as tenants in common, free clear and absolutely discharged of and from all and every further and other conditions trust limitation restriction, proviso and agreement whatsoever, and if any such Child or Children shall depart this life before the decease of the said Survivor, leaving issue then such issue shall represent and take equally between them if more than one such share or shares in the premises as his her or their parent or their parents respectively would have taken if such parent or parents had survived the said Survivor, but if the said George Fraser at his decease, or the said Maria at her decease, shall leave, then living no Child upon her body by the said George Fraser begotten, and no issue lawfully begotten by any such Child, which may be living at the death of either the said George or Maria, then to the use and behoof of the said Survivor and his or her heirs executors administrators and assigns for ever, free clear and absolutely discharged of and from all and every further and other conditions trust limitation, restriction, proviso and agreement whatsoever, provided always nevertheless and it is the true intent and meaning of these presents, that in the event of the said Maria surviving the said George that then all and singular the real and personal Estate which would under this deed upon her surviving him become vested in the said Maria and her heirs and assigns in fee simple, shall not be subject to the intermeddling of any future husband whom the said Maria may marry, or to any of his debts engagements or contracts, but shall notwithstanding her said Coverture be and remain in her and her heirs executors administrators and assigns for ever, to all intents and purposes as if she were a feme sole to be disposed of by her by any conveyance in writing under her hand and seal, or by ^{any} will or testament duly executed to such person or persons and to and for such uses intents, in such manner and for such estates as she the said Maria notwithstanding her coverture shall think fit, and that neither the said future husband his heirs executors or administrators, nor any person claiming or to claim by from or under him or them shall question contravene obstruct or hinder such disposition as she the said Maria shall make of or concerning the said real and personal estate so to be by her given and disposed of as aforesaid, And the said George

466 George Fraser and Maria Boone for themselves, their heirs executors
 administrators and assigns do hereby covenant promise grant
 and agree to and with the said Thomas Boone his heirs executors
 administrators and assigns that they the said George and
 Maria their heirs executors and administrators shall and will
 from time to time hereafter upon the reasonable request &
 at the proper costs and charges in the law of the said Thomas
 Boone his heirs executors or administrators make do and
 execute or cause and procure to be made done and executed
 all and every such further and other lawful and reasonable
 acts conveyances assignments and assurances in the law
 whatsoever for the further better and more perfect grant-
 ing conveying and assuring of all and singular the real &
 personal estate above mentioned, to and for the uses and
 purposes, upon the trusts and under and subject to the
 agreements herein before expressed and declared of and
 concerning the same, as by the said Thomas Boone his
 heirs executors or administrators or their or any of their
 Council learned in the law shall be reasonably devised
 advised and required. In witness whereof the said parties
 to these presents have hereunto interchangeably set their
 Hands and Seals the fourth day of May in the year of
 our Lord one thousand eight hundred and nine
 Sealed and Delivered in the presence of us Mr White
 Mary S. Boone } Maria Boone (20)
 George Fraser (21)
 Thos Boone Junr (22)
 Received of Thomas Boone the within consideration money
 Witness
 Mary S. Boone, Mr White } Maria Boone
 George Fraser
 Charleston. John White being duly sworn made oath that he
 was present and saw Maria Boone, George Fraser and Thomas
 Boone Junr. sign seal and deliver the foregoing Instru-
 -ment of writing for the purposes therein mentioned -
 that he also saw the said Maria Boone and George
 Fraser sign the receipt for the consideration money
 and that he with Mary S. Boone witnessed the same
 Sworn before me the 25 day of May 1809
 Recorded 25 May 1809. Stop here

South Carolina Articles of agreement made and executed
 the twenty seventh day of February in the year of our Lord
 one thousand eight hundred and nine, Between James D.
 Mitchell of the State aforesaid Attorney at Law of the first part
 Amelia Dorothy V. Waring of the same State Daughter of Thomas
 Waring Senior of the second part, and William Stevens Smith
 of the third part, Whereas a Marriage is intended shortly to be
 had and solemnized between the said James D. Mitchell and
 the said Amelia Dorothy V. Waring, and whereas the said Amelia
 Dorothy V. Waring is entitled to the real Estate herein after
 mentioned, or some part thereof, more particularly to the
 whole or part of a lot of Land situate on Wentworth Street
 in the City of Charleston in the State aforesaid, also to a pro-
 portion of several other lots or Tracts of Land lately belonging
 to her Mother Mary Waring deceased, as yet undivided be-
 tween the Children of the said Mary Waring deceased, and
 also to several Negroes, and it has been agreed between the
 said parties that the said real and personal Estate or the right
 and title of the said Amelia to the same, shall be conveyed trans-
 ferred and secured firmly and effectually to the said William
 Stevens Smith his heirs executors administrators and assigns
 in trust for the purposes herein after mentioned, Now therefore
 the said James D. Mitchell in consideration of the said in-
 tended marriage and in pursuance of the said agreement
 and also in consideration of five shillings to him in hand
 paid by the said William S. Smith doth hereby for himself
 his heirs executors and administrators article covenant pro-
 mise and agree to and with the said William S. Smith his
 heirs executors administrators and assigns in manner fol-
 lowing that is to say, that after the said marriage shall
 have taken effect, and as soon as the said James D. Mitchell
 shall be thereunto required by the said William S. Smith his
 heirs executors administrators or assigns he the said James D.
 Mitchell will join in conveying with the said Amelia and
 securing firmly and effectually to the said William S. Smith
 his heirs and assigns, all right title and interest which she
 the said Amelia now has or hereafter may have to any of the
 undivided real estate of her late Mother Mary Waring de-
 ceased, also to an undivided moiety or half part of a piece
 or lot of Land situate on Wentworth Street in the City aforesaid

468 on Farleston Green and known by the dot number twenty two
(or 22) containing in front on Wentworth Street one hundred and
six feet three inches, then running in depth from South to North
one hundred and twenty one feet four inches, butting and
bounding to the Westward on Richard Saltus's Land to the
Northward on dot No 21 to the Eastward on dot No 17 and to the
Southward on Wentworth Street aforesaid, together with the
rights members and appurtenances to the said dots or
Tracts of Land belonging, In Trust nevertheless to and for
the following uses and purposes, that is to say, In Trust to
and for the joint use benefit and behoof of them the said
James D. Mitchell and Amelia his intended wife during
their joint lives, and from and after the death of the said
James D. Mitchell should he die before the said Amelia then
in trust for the sole use benefit and behoof of the said
Amelia during her natural life, and in case the said Amelia
should die without leaving any Child or Children, grand
Child or grand Children or without making any disposition
thereof by her last Will and Testament duly executed then,
In Trust for the Surviving Brothers and Sister of the said
Amelia as Tenants in Common and not as joint Tenants,
and the said James D. Mitchell for himself his Heirs Executors or
Administrators doth Covenant promise and agree to and with
the said William S. Smith his heirs executors administrators or
assigns, that he will at all times after the execution of the said
Conveyance and at the request of the said William S. Smith join
with his said intended wife in executing any such further Deeds
or Conveyances as the said William S. Smith his Heirs or
Assigns may think requisite for the better and more perfect
securing and conveying the aforesaid several dots or tracts
of Land to him or his Heirs or Assigns In Trust for the uses and
purposes aforesaid, and the said James D. Mitchell in pursu-
ance of the said agreement and for the considerations afore-
said doth hereby for himself his Heirs Executors and Adminis-
trators further Article Covenant promise and agree to and
with the said William S. Smith his Executors Administrators
and Assigns in manner following that is to say, that after
the marriage shall have taken effect, he will bargain
sell and transfer firmly and securely to the said William S.
Smith his Executors Administrators and Assigns all such Regi-

469. as she the said Amelia may now or hereafter be entitled or have
a right to, In trust nevertheless to and for the following uses and purposes
that is to say, In trust to and for the joint use benefit and behoof of the
said James D. Mitchell and Amelia his intended wife during their
joint lives, and from and after the death of the said James D. Mitchell
should he die before the said Amelia, then in trust to and for
the sole use benefit and behoof of the said Amelia during her life
and from and after the death of the said Amelia, in case she the said
Amelia should leave any Child or Children grand Children or
grand Children living at her death, then in trust to and for the
use benefit and behoof of such Child or Children, his her or their
Executors Administrators and Assigns for ever, if more than one as
tenants in common, such grand Children taking between them
only their parents share, and in case the said Amelia should die
before the said James D. Mitchell leaving at the time of her death
any Child or Children grand Child or grand Children, then In
Trust for the said Child or Children grand Child or grand Children,
as above limited, but should the said Amelia die before the
said James D. Mitchell without leaving any Child or Children
grand Child or grand Children and without making her last
will and Testament, then and in that case In Trust to and for
the said James D. Mitchell his Executors and Administrators.
In Witness whereof the said parties have hereunto set
their hands and seals the day and year first above written
Signed Sealed and Executed in the presence of James D. Mitchell (all)
Presence of Heph. M. Waring Amelia D. V. Waring (all)
Horatia Smith Waring W. S. Smith (all)
Charleston p. Horatia Smith Waring being duly sworn
made oath that he was present and saw James D.
Mitchell, Amelia D. V. Waring, and William S. Smith
sign seal and deliver the foregoing Instrument of writ-
ing for the purposes therein mentioned, and that
he with Heph. M. Waring witnessed the same
Sworn before me the 9th day of June 1809
Steph Dec 98

Recorded 9th June 1809

469. as she the said Amelia may now or hereafter be entitled or have
a right to, In trust nevertheless to and for the following uses and purposes
that is to say, In trust to and for the joint use benefit and behoof of the
said James D. Mitchell and Amelia his intended wife during their
joint lives, and from and after the death of the said James D. Mitchell
should he die before the said Amelia, then in trust to and for
the sole use benefit and behoof of the said Amelia during her life
and from and after the death of the said Amelia, in case she the said
Amelia should leave any Child or Children grand Children or
grand Children living at her death, then in trust to and for the
use benefit and behoof of such Child or Children, his her or their
Executors Administrators and Assigns for ever, if more than one as
tenants in common, such grand Children taking between them
only their parents share, and in case the said Amelia should die
before the said James D. Mitchell leaving at the time of her death
any Child or Children grand Child or grand Children, then In
Trust for the said Child or Children grand Child or grand Children,
as above limited, but should the said Amelia die before the
said James D. Mitchell without leaving any Child or Children
grand Child or grand Children and without making her last
will and Testament, then and in that case In Trust to and for
the said James D. Mitchell his Executors and Administrators.
In Witness whereof the said parties have hereunto set
their hands and seals the day and year first above written
Signed Sealed and Executed in the presence of the said James D. Mitchell (all)
Presence of Heph. M. Waring Amelia D. V. Waring (all)
Horatia Smith Waring W. S. Smith (all)
Charleston, S. C. Horatia Smith Waring being duly sworn
made oath that he was present and saw James D.
Mitchell, Amelia D. V. Waring, and William S. Smith
sign seal and deliver the foregoing Instrument of writ-
ing for the purposes therein mentioned, and that
he with Heph. M. Waring witnessed the same
Sworn before me the 9th day of June 1809
Steph Dec 98

Recorded 9th June 1809

470

South Carolina

Whereas John Eberly late of the City of Charleston in the State aforesaid, Baker deceased in and by his last will and Testament, duly made and executed bearing date the

day of: in the year of our Lord one thousand

hundred and duly proved and recorded made

the following bequest to wit, I give and bequeath to my beloved wife Barbara Eberly my house and lot whereon I now reside ten of my negroes whom she may choose herself - within two months after my death, and likewise such part and articles of my household and Kitchen furniture linens beddings and other like domestic effects as she may think proper to keep to have the use benefit & income of such house and lot negroes and effects for during her natural life, after death the said house and lot as well as the said negroes with the increase of the females, and what may remain of the effects, shall be sold at public auction for Cash & the neat proceeds thereof are to be divided in two equal parts one half to be given to the Children of my sisters in this Country or their representatives share & share alike, and whereas Edward Thwing of the City of

Charleston and State aforesaid on the seven by fifth day of July in the year of our Lord one thousand eight hundred and two, intermarried with a Certain M^{rs} Margaret Wolf who is one of the Children of the aforesaid Sisters of the aforesaid John Eberly, now this Indenture of three parts made on the fifth day of August in the year of our Lord one thousand eight hundred and nine, between the said Edward Thwing of the aforesaid City and State of the one part, M^{rs} Margaret Thwing wife of the aforesaid Edward Thwing, the second part, and Edmund Green of the same, place Trustee for the said M^{rs} Margaret Thwing of the third part, witnesseth that the said Edward Thwing for and in consideration of the love and affection which he hath and beareth unto his aforesaid wife Margaret Thwing and for the further consideration of the sum of five Shillings to him in hand paid by the said Edmund Green Trustee for the said M^{rs} Margaret Thwing at & before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good causes and considerations then

thenceunto especially moving hath granted bargained and sold
 and by these presents doth grant bargain and sell unto the said
 Edmund Green Trustee as aforesaid, all and every part of the
 proportion of the one half of that part of the Estate of the above
 mentioned John Eberly which was bequeathed to the aforesaid
 Barbara Eberly, who is still alive, and which proportion of one
 half of that part of the said Estate so bequeathed as aforesaid may
 hereafter, on the death of the said Barbara Eberly, become reduc-
 -able into the possession of the said Edward Thwing in conse-
 -quence of his intermarriage with the said M^{rs} Margaret
 Wolf, Together with all and singular the right title interest pro-
 -perty claim and demand whatsoever which the said Edward Thwing
 now hath or hereafter may have in or to all and singular the
 above mentioned premises. To have and to hold the said pre-
 -mises unto the said Edmund Green his Executors Administrators
 and assigns in Trust nevertheless to and for the only use benef-
 -it and behoof of the said M^{rs} Margaret Thwing her Executors
 Administrators and assigns for ever, and to for or upon no other
 trust use intent or purpose whatsoever, and the said Edward
 Thwing doth hereby for himself his Executors Administrators
 Covenant promise grant and agree to and with the said Ed-
 -mund Green his Executors Administrators and assigns that he
 the said Edward Thwing shall and will from time to time
 and at all times hereafter upon the reasonable request of the
 said Edmund Green his Executors Administrators or assigns
 make do acknowledge and execute or cause or procure to be
 done made acknowledged and executed such further and
 other lawful and reasonable act and acts thing and things
 decrees and assurances in the Law for the further better and
 more absolute assuring and sure making of the aforesaid
 premises to the Trust use intent and purpose herein before
 particular by mentioned, as by the said Edmund Green Trust-
 -tee aforesaid his Executors Administrators and assigns or
 their counsel learned in the Law shall be devised advised &
 required, In witness whereof the said parties to these presents
 have hereunto set their hands and affixed their seals at
 Charleston on the day of the date above written.
 Sealed and Delivered in the presence Edward Thwing (M)
 of the words Children of my Sisters Edmund Green (M)
 in this Country, on the twelfth line Margaret Thwing (M)
 from the top of the first page, and the words Children of the

the aforesaid Sisters of the aforesaid John Eberly on the fifteenth and sixteenth. Lines from the top of the first page, the words "Edmund Green" on the twentieth line from the top of the second page, being written or inscribed before execution.

Joseph Finch, Charleston, Joseph Finch being duly sworn made oath that he was present and saw Edward Thwing, Edmund Green and Margaret Thwing sign seal and deliver the foregoing Instrument of writing, for the purposes therein mentioned, and that he witnessed the same, Sworn to before me the 6th day of August 1809 Stephen W.

Recorded 6th August 1809

and on all bearing

It is made and is the third day of August in the year of our Lord one thousand eight hundred and nine and in the thirty fourth year of the Sovereignty and Independence of the United States of America, Between Margaret Dilby of the City of Charleston in the State of South Carolina Widow of the first part, David Houseal of Charleston aforesaid Merchant of the second part, and John Langton and Ebenezer Hopkins of the same place as Trustees for the purposes herein after mentioned and expressed of the third part. Witnesseth that whereas a marriage is intended to be shortly had and solemnized between the said David Houseal and the said Margaret Dilby. And whereas the said Margaret Dilby is in her own right possessed of the following Slaves to wit a negro woman called Jerry a mulatto woman called Nancy, a mulatto woman called Tenah, a negro Boy called Bob, a negro woman called Anna Key, and a negro woman called Hannah, and the following articles of family plate that is to say one large silver waiter, one pair of silver Rummers, six silver table spoons, six silver tea spoons and one pair of silver sugar tongs, and is also entitled to her certain claim of Dower in certain Tracts of land within the said State that belonged to John Mitchell Esquire her former husband in his life time and at the time of his death, and is also entitled to a certain legacy that was bequeathed to her by the late Christopher Gadsden Esquire in and by his last will and Testament as by a reference thereto will fully appear and whereas from prudential motives it has been deemed proper and expedient for the said Slaves and silver plate

above named and designated, and the said Claim to Dower, and also the said right and Claim to and in the legacy aforesaid to be conveyed and assigned by the said Margaret Lilly to the said John Langton and Ebenezer Hopkins by and with the consent and approbation of the said David Houseal (testified by his joining in the execution of these presents) on the Trusts hereinafter mentioned and contained of and concerning the same. Now this Indenture further witnesseth that in pursuance of the said agreement, and in ~~consideration~~ contemplation of the said intended marriage, and also for and in consideration of one Dollar lawful money of the said State paid by the said John Langton and Ebenezer Hopkins to the said Margaret Lilly at and before the sealing and delivery of these presents, the receipt whereof she doth hereby acknowledge she the said Margaret Lilly hath granted bargained and sold assigned transferred and set over and by virtue of these presents, Doth grant bargain and sell assign transfer and set over unto the said John Langton and Ebenezer Hopkins the six Slaves above particularly named together with the future Issue and Increase of each of them as are females, and the said Silver plate above particularly mentioned and designated, and also the said Claim of her the said Margaret Lilly to and in the Dower aforesaid, and the aforesaid legacy so as aforesaid bequeathed to her the said Margaret Lilly, by the late General Christopher Gadsden. To have and to hold the said six Slaves above particularly named, together with the future Issue and Increase of such of them as are females, and the said Silver plate above particularly mentioned and enumerated, and also the said Claim of Dower, and the legacy so as aforesaid bequeathed by the said Christopher Gadsden unto her the said Margaret Lilly unto them the said John Langton and Ebenezer Hopkins and the Survivor of them, his Executors and Administrators, In Trust for the said Margaret Lilly until the said Marriage shall be had and solemnized, and immediately after the solemnization thereof In Trust for the better support and maintenance of the said Margaret Lilly and of such Child and Children as shall be born of the said Marriage as well as for the Education of such Child or Children during the joint lives of the said David Houseal and the said Margaret his intended wife, and during the Life of the Survivor of them

But so that he the said David Houséal during the joint lives of himself and of the said Margaret his intended wife shall have the management thereof and be permitted without any interruption whatever to receive and take the income and profits arising and to arise from the work and labour of all and singular the said Slaves, and shall in like manner have the use of the said Silver plate, and of whatever may arise or be gotten from and on account of the said Dower above mentioned, and on account of the said legacy subject to the disposition thereof hereinafter mentioned as well as of the said Claim of Dower, Provided nevertheless that no part thereof shall during that time be liable in anywise to be taken levied on or seized for the satisfaction of any Debt due or demanded that may be owing by or be brought or issued against him the said David Houséal, But that whenever and as soon as either of them the said David Houséal and Margaret his intended wife (as the case may happen to be) shall depart this life, and there shall happen to be no Child or Children of the said Marriage then living then the whole of the property herein before mentioned and particularized, and the increase thereof shall immediately on that contingency happening become absolutely vested in such Survivor his or her Executors Administrators and assigns, to his her and their only proper use benefit and behoof from thenceforth for ever freely and completely discharged of and from all further trust whatever, and on that event the Trust and confidence herein and here before reposed in the said John Langdon and Ebenezer Hopkins and in the Survivor of them shall be at intents and purposes whatever cease and become null and void. But in case there shall happen to be a Child or Children of the said Marriage then living the same is to be continued and held by the said John Langdon and Ebenezer Hopkins and the Survivor of them, on this further Trust that is to say In Trust for the Survivor of him the said David Houséal and the said Margaret his intended wife (as the case may happen to be) for and during the term of his or her natural life, and immediately after the death of such Survivor, In Trust for such Child or Children of the said Marriage as shall ^{be} then living share and share alike as Tenants in Common, Provided nevertheless that the Issue of any such Child or Children as may happen to be then dead.

shall be entitled to and take the share or shares thereof to which his her or their Parent whom he she or they may represent respectively would by virtue hereof have been entitled in case he or she had survived the longest liver of them the said David Houséal and the said Margaret his intended wife, But so as that no part thereof shall during all that time last aforesaid, and be liable to be seized or taken for the satisfaction of any Debt Due or Demands that may be owing by or be brought against such Survivor in any wise whatever, so that the same shall remain & continue thereby unimpaired during the time in which the trust hereby reposed in the said John Langton and Ebenezer Hopkins shall agreeably to the true intent and meaning hereof be and continue in force and operation, It is however to be subject to the exception hereinafter following, that is to say, that the Child with which the above named Mulatto Slave called Terah is now pregnant shall on the birth thereof, belong to William Hopkins Langton son of the said John Langton his Executors Administrators and assigns for ever, to his and their own proper use and behoof, But in case such Child shall not happen to be born alive, or if born alive shall die within the space of nine months from the time of its birth then and in that case the next Child which shall be born of the said Mulatto female Slave called Terah shall in like manner belong to and become the absolute property of him the said William Hopkins Langton any thing herein to the contrary thereof notwithstanding, And it is hereby further declared to be the true intent and meaning of the said parties and of these presents that whenever and as soon as the above recited legacy shall be gotten and received together with whatever may arise accrue or be gotten and received by reason or means of the said Claim of Dower and reduced to possession the same and every part thereof shall respectively be laid out and disposed of in the purchase of such property as shall be deemed advisable and most beneficial to the Trust herein and hereby created, and in the doing thereof the same shall be made subject to the Trust and confidence mentioned and contained in these presents, according to the true intent and meaning thereof, and not otherwise, and in case it shall so happen that for the benefit and advantage of the Trust herein contained and hereby reposed in the said John Langton and Ebenezer Hopkins it would be prudent and advisable for any part of the property hereby settled and secured in manner aforesaid to be sold it shall and may in that case

with the consent and approbation of the said David Houscal and of the said Margaret his intended wife be set, Provided nevertheless that other property be bought with the money arising and to arise therefrom to the full value and amount thereof which shall immediately be taken settled and conveyed according to the trusts herein contained, and in no other manner whatever, and for the purpose of carrying the Trust and confidence hereby reposed in the said John Langton and Ebenezer Hopkins into full and complete effect, she the said Margaret Dilly with the consent and approbation of the said David Houscal, and the said David Houscal on behalf of himself have and each of them hath and by these presents do and each of them doth nominate constitute and appoint the said John Langton & Ebenezer Hopkins and the survivor of them their and each of their Attorney and Attorneys, and the said David Houscal and Margaret his intended wife do hereby covenant and agree with the said John Langton and Ebenezer Hopkins and with the survivor of them that they and each of them whenever it shall be necessary and proper for the same to be done shall and will sign seal & deliver such other Deed or Deeds for the perfection hereof as shall be expedient and requisite, and the said John Langton and Ebenezer Hopkins do each for himself hereby accept of the Trust and confidence conferred and reposed in them by virtue hereof. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and Delivered
In the presence of { David Houscal (sd)
Margaret Dilly (sd)
John Langton (sd)
E. Hopkins (sd)
Ang^r. Ponjane
J^rl^r. Paschale

Charleston p Jeremiah Paschale being duly sworn made oath that he was present and saw David Houscal Margaret Dilly, John Langton and Ebenezer Hopkins sign seal and deliver the foregoing Instrument of writing for the purposes therein mentioned, and that he with Ang^r. Ponjane witnessed the same. Sworn to before me the 12th day of August 1809

Recorded 12th August 1809.

Stephen W

V

This Indenture made the twenty seventh day of May in the year of our Lord one thousand eight hundred and nine — Between John H. Alexander of Colleton District of the one part; and Jane North of said District of the other part, whereas there is an intention of Marriage between the said John H. Alexander and the said Jane North, shortly to be solemnized God willing and whereas it is the agreement and desire of the said parties, and their mutual intention that a provision shall be made for the said Jane North out of her own fortune or marriage portion in such a manner as to be entirely at her own disposal, at her death whether she dies under coverture the wife of the said John H. Alexander or survives him, and whereas it is further agreed between the parties to be made over to the said Jane North shall be Eleven Negroes to wit Abraham Jaffee, Dandy, Ned, Jacob, Cesar, Males, Popsy, Tenor, Moll, Doll, Mindy Femalis, and their future Issue that will be her property at the time the intermarriage will take place, she to have the full power absolute right to sell or dispose of the said Eleven Negroes and their Increase as aforesaid at her death to her heirs or whomsoever else pleases or thinks proper to them and their heirs for ever, even should she die under coverture the wife of the said John H. Alexander, and in case she survives the said John H. Alexander then the said Eleven Negroes with their future Increase as aforesaid to be and remain the property of the said Jane North her heirs and assigns forever, Provided nevertheless that the said John H. Alexander shall have the use management and control of the said Eleven Negroes and their issue and the yearly profits and emoluments ^{arising} therefrom to apply and use as he thinks best for their mutual advantage whilst they continue in the marriage State together, Now this Indenture witnesseth that the said John H. Alexander for and in consideration of the love and regard he bears to the said Jane North and in consequence of the agreement before mentioned, and for the further consideration of the sum of ten shillings in hand paid to him by &ance McCulloch senior appointed by the parties Trustee to this marriage settlement the receipt whereof is hereby acknowledged hath bargained sold and made over by their presents doth bargain sell and make over to the said Jane North as above mentioned the aforesaid Eleven Negroes and their future increase that shall be her own property at the time

478 the intended marriage shall take place to have and to hold
the said Negroes to the said Jane North her heirs and assigns for
ever in manner and form following that is to say that the said
John H. Alexander shall have the use of the same whilst they con-
-tinue in a marriage state together for their mutual support,
but in case of her the said Jane North dying whilst under cover-
-ture the wife of the said John H. Alexander she shall have
full power and lawful authority to dispose of and give away by
Deed of gift will or otherwise the said Negroes and their increase
to her heirs or any other person or persons whatsoever to them or
their heirs and assigns for ever, and in case the said Jane North
shall happen to survive the said John H. Alexander and become his
widow then the above Eleven Negroes as aforesaid and their in-
-crease shall be and remain her own lawful property to her
and her heirs for ever, and the said John H. Alexander for himself
his heirs Executors and Admors, doth agree to and with the said
Jane North her heirs Executors and Admors that the said Jane
North her heirs Executors and Admors either at his death or whilst
under coverture the wife of the said John H. Alexander or in case of
her surviving him and becoming his widow shall take possession of
and keep for their own benefit and behoof for ever the said Eleven
Negroes and their increase above named without the let hindrance
or molestation of him the said John H. Alexander his heirs Executors
Admors or any other person or persons whatsoever according to
the true intent and meaning thereof clearly and fairly and shall
not be liable to any debts legacies or contracts whatsoever of
him the said John H. Alexander his heirs Executors or Admors and
lastly it is agreed upon by the parties to these presents that
Hance M. Culloch Junior is and shall be appointed Trustee
for the said Jane North with full power to cause this agree-
-ment and indenture to be put in full force and virtue.
In witness to these presents the parties have interchange-
-ably set their hands and seals the day & year first above written
Witness Hance M. Culloch Jr. (John H. Alexander (d))
William M. Culloch } Jane North (d)
S. Carolina Beaufort Dist. Personally came before me William
M. Culloch who duly maketh oath that he subscribed his name
together with Hance M. Culloch Junr. as witnesses to the due
Execution of the within Instrument of writing W. M. Culloch
Sworn to before me this 18th July 1809 B. Ferguson 2d
Recorded 14th August 1809.

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South Carolina

I know all men by their presents that I Benjamin Tucker Howland of George Town in the State of South Carolina, Mariner, am held and firmly bound, to John Eggleston as trustee of Elizabeth Morton in the sum of two thousand Dollars to be paid (in Gold or Silver, at the rate of four shillings and eight pence to the Dollar, or twenty one shillings and nine pence to the Guinea) to the said in trust as aforesaid his certain Attorney Executors Administrators or assigns, to which payment well and truly to be made and done, I the said Benjamin Tucker Howland do bind myself and my heirs Executors Administrators and assigns, this twenty first day of May in the year of our Lord one thousand eight hundred and eight, and in the thirty second year of the Sovereignty and Independence of the United States of America, The Condition of the above obligation is such that if the above bound Benjamin Tucker Howland shall and do well and truly, legally and faithfully secure and make over by Deed of Marriage Settlement to John Eggleston in trust for the said Elizabeth Morton, to whom the said Benjamin Tucker Howland is with Gods permission shortly to be married, and her heirs, by him the said Benjamin Tucker Howland to be begotten for ever the following personal property to wit, a negro Girl named Patty, two feather beds, one Mahogany bedstead, one pine Bedstead with bed furniture, one Mahogany dining table, one Tea Table, one Cellarette, a set of Drawers, and a Dozen setting Chairs, Then and on the event of the aforesaid marriage settlement, being so made and executed as aforesaid, This bond or obligation to be void and of none effect or else to remain in full force and virtue Signed Sealed and

B. T. Howland (all)

Delivered in presence of, the word May, interlined in the twentieth line from the top on the first page before signing, in the South Carolina City of Charleston, Personally appeared before me Cornelius DePrie Esqr. who being sworn sayeth he saw Benjamin Tucker Howland sign and seal the above Instrument of writing for the uses and purposes therein expressed to DePrie Sworn to before me this 12th of September 1809 J. H. Mitchell 2nd
Recorded 14th September 1809.

This Indenture made the twenty third day of April in the Year of our Lord one thousand eight hundred and six, Between Milward Pagon of Charleston in the State aforesaid of the one part; and Samuel Wragg and James Ferguson of the same State of the other part, Witnesseth that the said Milward Pagon for and in consideration of the sum of one Dollar to him in hand paid by the said Samuel Wragg and James Ferguson before the execution of these presents, the receipt whereof is hereby acknowledged, hath bargained and sold and by these presents, doth bargain and sell unto the said Samuel Wragg and James Ferguson their Executors Administrators and Assigns. All that Plantation or Tract of Land containing about eight hundred and eighty five Acres, situate lying and being on Wappaoola Creek (a branch of Cooper River) in St. John's Parish Berkeley County and State aforesaid, which Plantation or Tract of Land is a part of a larger Tract or is distinguished in a plat thereof annexed to the aforesaid Deed of partition and release by the number two (2) and red line and is Butting and Bounding to the North on Wappaoola Creek aforesaid, to the South on Spring Grove plantation belonging to George Keckelely, to the East on another part of the said larger Tract described in the said plat thereof by the number one (1) all other to Elizabeth Wragg, and to the West on Chesterfield Plantation lately belonging to M^r Gascoen deceased, and having such shape form and marks as in the said plat are expressed, also one undivided fifth part of three hundred and six Acres of Land, situate lying and being in the parish of _____ in the State aforesaid, Butting and Bounding to the East on Cooper River, to the West on the Quarter House tract to the North on Land now or late of _____ and to the South on Land late of John Clewint which said undivided fifth part of the said Land was late the property of Henrietta Wragg deceased, and is yet to be divided between the heirs of John Wragg deceased, also all those three several dots of Land, situate lying and being in Wragg Borough adjoining Charleston in the State aforesaid, being parts of three of those dots known in the general plan of the partition of the said Borough between the heirs of John Wragg, Esquire deceased (of record in the Office of the Courts of Common Pleas and Sessions in Charleston aforesaid) by the letters B- and also by being Coloured yellow, which three dots of Land

first mentioned, one particularly described and known in the plat annexed to the aforesaid Deed of partition and Release by number two (2) of which three dots of land first mentioned, the one contains about one hundred and thirty feet on Meeting Street, and three hundred and twelve feet on Hudson Street, and is butting and bounding Northwardly on part of one of the said dots marked B and numbered one (1). Southwardly on Hudson Street aforesaid, Eastwardly on Meeting Street aforesaid, and westwardly on dot distinguished in said plan by letter C, the second contains about two hundred feet on Meeting Street aforesaid, and about two hundred and seventy three feet six inches on the Mall reserved in the said plan, and is butting and bounding Northwardly on the said Mall, Southwardly on the dot marked C in the said plan, Eastwardly on part of one of the said dots marked B and numbered 3. and westwardly on Meeting Street aforesaid, the third contains about two hundred and fifteen feet on Boundary Street, and one hundred and twenty feet six inches on Elizabeth Street and is butting and bounding Northwardly on part of one of the said dots marked B and numbered 1. Southwardly on Boundary Street aforesaid, Eastwardly on Elizabeth Street aforesaid, and westwardly on dot A and numbered 1. in the said Plan. Together with all and singular the rights members and appurtenances to the said Plantation or Tract of Land, the said undivided fifth part of three hundred and six Acres of Land, and the said three dots of Land belonging or in anywise appertaining. To have and to hold the said Plantation or Tract of Land, the said undivided fifth part of three hundred and six Acres of Land, and the said three dots of Land hereditaments and premises herein before mentioned, and every part and parcel thereof, with their and every of their rights members and appurtenances unto the said Samuel Wragg and James Ferguson their 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 Richard Pogson 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 uses into possession the said Samuel Wragg and James Ferguson may be in the actual possession of the premises, and be thereby enabled to accept a grant and release of the freehold, reversion and Inheritance thereof to them their

482 heirs and assigns for ever, to the use and upon the trusts to be declared by another Indenture intended to bear date the day next after the day of the date hereof. In witness whereof the Parties to these presents their hands and seals have hereunto set the day and year first above written Milward Bogson (d) signed sealed and delivered (the word "hundred" in the twelfth line of the first page being first erased with the pen, and the words "Part of" between the nineteenth and twentieth ^{line} being first interlined in the presence of Sarah Bogson; Edward Lightwood State of South Carolina a Charleston District J. Personally appeared Edward Lightwood Esq: who being duly sworn made oath that he saw Milward Bogson sign seal and as his act and deed deliver the within Instrument operating to and for the purposes therein set forth, and that he the Deponent together with Sarah Bogson subscribed their names as witnesses to the due Execution of the same Sworn to before me this 15. July 1806 Chas Glover J. Recorded 14. October 1809 South Carolina

This Indenture made the twenty fourth day of April in the year of our Lord one thousand eight hundred and eight Between Milward Bogson of Charleston in the State aforesaid and Henrietta Bogson late Henrietta Wragg his wife, of the one part, and Samuel Wragg and James Ferguson of the same State of the other part, Witnesseth that whereas a marriage hath lately taken place between the said Milward Bogson and Henrietta Wragg, who together with her Sisters Elizabeth Wragg and Charlotte Wragg, now Charlotte Smith were Coheirs of their Mother Henrietta Wragg and of their Brother William Wragg both of Charleston deceased, and whereas the said Henrietta Wragg at the time of her said intermarriage was entitled to certain specific property (personal) as well as to an undivided third part of a considerable real and personal Estate, which upon the treaty of the said marriage, it was agreed between the parties thereto, should be specifically settled In Trust for the uses hereinafter mentioned, as soon as the said undivided third part should be specifically ascertained by a division of the aforesaid real and personal estate, as by a certain bond made and executed between the said Milward Bogson and the said Elizabeth & Charlotte Wragg, dated the 5th day of February in the year of our Lord one thousand eight hundred and five, and duly Recorded

in the Secretary's Office at Charleston aforesaid, will more fully appear, and whereas a Division of the said real and personal Estate hath since been made between the said Annetta Pogson and the said Elizabeth and Charlotte Wragg, now Charlotte Smith, upon which division the real and personal Estate herein after mentioned fell to and become the property of the said Annetta Pogson, as by reference to a certain Deed of partition and Release made between the said Elizabeth Wragg and Charlotte Wragg and the said Annetta Pogson, dated the nineteenth day of December in the year of our Lord one thousand eight hundred and five, duly Recorded in the Office of the Register of Meuse Conveyances at Charleston aforesaid, and a certain memorandum or agreement of division made between the said Milward Pogson and Annetta his wife, and the said Elizabeth Wragg and Charlotte Wragg dated the twenty first day of March in the year of our Lord last above written, duly recorded in the Secretary's Office at Charleston aforesaid, reference being thereunto had, will more fully and at large appear, and whereas the said third part of the said Annetta Pogson in the said Real and personal Estate, having been ascertained by the aforesaid division, the said Milward Pogson is desirous of performing the condition of the said bond by joining with the said Annetta Pogson, in conveying transferring and assuring the same unto the said Elizabeth Wragg and Charlotte Wragg, now Smith, or such persons as they shall appoint, In Trust for the uses hereinafter mentioned, and whereas the said Elizabeth Wragg and Charlotte Smith, have appointed the aforesaid Samuel Wragg and James Ferguson in their stead, who have agreed to take upon themselves the execution of the said trust, Now therefore this Indenture witnesseth that the said Milward Pogson and Annetta his wife in pursuance of the said agreement, and performance of the aforesaid condition, and also in consideration of one dollar to them in hand paid by the said Samuel Wragg and James Ferguson before the execution of these presents, have and each of, hath granted bargained sold remised released conveyed transferred and assigned and by these presents Do and each of them Doth grant bargain sell remise release convey transfer and assign unto the said Samuel Wragg and James Ferguson, the said real Estate already being in their actual possession by virtue of a bargain and sale to them thereof made for one whole year by Indenture bearing date

484 date the day next before the day of the date of these presents, and by force of
the Statute for transferring uses into possession, and the survivor of them
and the Heirs Executors Administrators and assigns of such survivor
for ever, All that Plantation or Tract of land containing about eight
hundred and eighty five acres, situate lying and being on Wappahock ^{Creek}
(a branch of Cooper River) in St. Johns Parish, Berkeley County and State
aforesaid, which plantation or Tract of land is a part of a larger
tract, and is distinguished in a plat thereof annexed to the aforesaid
Deed of partition and Release by the number two (2) and red lines
and is Butting and Bounding to the North, on Wappahock Creek
aforesaid, to the South on Spring Grove Plantation belonging to
George Keckley, to the East on another part of the ^{said} larger tract
described in the said Plat thereof by the number one (1) allotted
to the said Elizabeth Bragg and to the West on Chesterfield Planta-
tion lately belonging to M^r. Garden deceased, and having
such shape form and marks as in the said ^{Plat} are expressed, also
one undivided fifth part of three hundred and six acres of land
situate lying and being in the parish of ^{in the State}
aforesaid Butting and Bounding to the East on Cooper ^{River} to the West
on the Quail House tract, to the North on land now or late of
and to the South on land late of John Clement, which
said undivided fifth part of the said land, was late the property
Henrietta Bragg deceased, and is yet to be divided between
the Heirs of John Bragg deceased, also all those three several
lots of land situate lying and being in Braggborough adjoining
Charleston in the State aforesaid, being parts of three of those
lots known in the general plan of the partition of the said bo-
rough between the Heirs of John Bragg, Esquire deceased, on record in the
Office of the Courts of Common Pleas and Sessions in Charleston aforesaid,
by the letter B, and also by being coloured yellow, which three lots of
land first mentioned, are particularly described and known in the
plat annexed to the aforesaid Deed of partition and Release by the
number two (2) of which three lots of land first mentioned, the one
contains about one hundred and thirty feet on Meeting Street, and three
hundred and twelve feet on Hudson Street, and is butting and bounding
Northwardly on part of one of the said lots marked B and numbered
one (1) Southwardly on Hudson Street aforesaid, Eastwardly on Meeting
Street aforesaid, and Westwardly on lot distinguished on the said
plan by the letter C the second contains about two hundred
feet on Meeting Street aforesaid, and about two hundred feet

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485 twenty three feet six inches on the Malle received in the said plan
and is butting and bounding Northwardly on the said Malle, South-
wardly on the dot marked C in the said plan, Eastwardly on part
of one of the said dots marked B and numbered 3, and the said Malle
Southwardly on the said dot marked A and numbered 1, and the said Malle
the third contains about two hundred and fifteen feet one
Boundary Street, and one hundred and twenty feet six inches on
Elizabeth Street, and is butting and bounding Northwardly on
part of one of the said dots marked B and numbered 1, Southwardly
on Boundary Street aforesaid Eastwardly on Elizabeth Street aforesaid
said and Westwardly on dot A and numbered 1 in the said plan
Together with all and singular the rights members and ap-
purtenances to the said plantation or tract of land, the said
undivided fifth part of three hundred and six acres of land
and the said three dots of land belonging or in any wise ap-
pertaining and the reversion and reversions, remainder and
remainders rents issues and profits thereof, and also all the estate
right title Interest property claim and demand whatever by
of them the said Milward Pagon and Henrietta Pagon, in to and
out of the said plantation or tract of land, the said undivided
fifth part of three hundred and six acres of land, and the said
three dots of land hereditaments and premises, also the
following Slaves, which were the sole property of the Henrietta
Wragg that is to say, ^{Jerry} Grace and her Children
Barbara Snick, Enash, Sean, and Luky, also the following
Slaves which were allotted to the said Henrietta Pagon at the divi-
sion aforesaid to wit, Roger, Deborah, Elsey, Cyrus Roger, Liddy,
Lourda, Sandy, Sam, Roger, Anthony, Paul, Sarah, Paul, Mary,
Simon, Lydia, Charley, Richard, John Joe, Sue, Jack, Jerry,
Sudy, Andrew, Dinah, Jenny, Hector, Susanna, Charles, Mary,
Cyrus, Billy, Bepzy, Melby, Wilshire, Mary, Blind Hercules,
Fanny, Hercules, London, Fannah, Fanny, Fox, Rachael, Charley,
Joy, Violet, Daniel, Priam, Frank, Margaret, Melby, Bepzy, -
Jenny, Elsie, Sophy, Shaeper, Deborah, Simon, Sophy, Cam-
-bridge, Lucy, Priscilla, Peter, Pompey, Catharine, Liddy, July,
Catharine, Wabby, Providence, Weabby, Sambo, Liddy at ester,
Abraham, Coelia, Salina, Venus, Toby and Terepa, Together
with the Issue of the said females since the twenty first day of
March in the year last above written, when they were all divi-
ded (which Issue are at present under care) as also their
future

486 future issue, also an undivided third part of the residue of such moneys as shall be collected from the Certificates of public debt and Chans in action hereinafter mentioned, and shall be remaining after payment of the debts for which they have been pledged by the said Elizabeth Wragg, Henrietta Rogers and Charlotte Wragg (now Smith) as appears on records in the registers Office aforesaid in book C. N. 7 Page 110. that is to say, the following Certificates in the British Funds, to wit, four hundred pounds, three per Cents Consols standing in the names of Thomas Boone and George Carling, one thousand pounds four per Cents standing in the name of William Wragg, ninety pounds per annum in the short annuities, which will fall in on the fifth day of April which will be in the year of our Lord one thousand eight hundred and eight, two thousand five hundred pounds South Sea annuities, also Eleven joint and several notes of Henry Middleton, Thomas Lynch, Miles Brewster, Benjamin Kuger and Roger Smith for twenty pounds currency each, also twenty two joint and several notes of the same persons for fifty pounds currency each, on which judgment has been obtained, also a Certificate for fifteen hundred pounds sterling dated the first day of June in the year of our Lord one thousand seven hundred and ninety four, and bearing Interest from its date, given by Anstobus Vanderhorst and John Lewis Jervais as Commissioners for adjusting public accounts, to the Estate of William Wragg, also another Certificate of the same sum and date, but bearing no Interest, given by the said Commissioners to the said Estate, on which has been paid the sum of six hundred and seventy one pounds one shilling and nine pence, also a Bond of John Hodges dated the twenty first day of November in the year of our Lord one thousand seven hundred and eighty seven, for seven hundred and ninety pounds eight shillings and ten pence, also a Bond of William Bowkington dated the same date for one hundred and eighty nine pounds eighteen shillings and one penny, also a Bond of William Bowkington dated the third day of September in the year of our Lord one thousand seven hundred and ninety three for one hundred and two pounds thirteen shillings and four pence, on which has been paid the sum of eighty six pounds thirteen shillings and four pence, for securing the payment of such Bonds certain land

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have been Mortgaged, To have and to hold the said Plan-
 tation or Tract of Land, the said Undivided Fifth part of three
 hundred and six acres of Land, and the said three dots of Land.
 Hereditaments and premises, and also the said Slaves with their
 Increase and the said undivided third part of the residue of the
 Monies aforesaid, unto the said Samuel Briggs and James Tergu-
 son and the Survivor of them, and their Executors Administra-
 tors and Assigns of such Survivor for ever, according to the
 nature of the property, In Trust nevertheless to and for the
 following uses and purposes that is to say In Trust to and for
 the joint use benefit and behoof of the said Milward Pogson
 and Henrietta Pogson, without impeachment of waste, as to the
 real Estate, during their joint lives, for the purpose of securing
 thereout, a suitable maintenance and provision for the
 said Henrietta Pogson and the Children of the said Marriage
 so as that no debts of the said Milward Pogson shall de-
 prive them thereof, and from and after the death of the said
 Henrietta Pogson should she die before the said Milward
 Pogson, leaving no Child or Children, Grand Child or Grand
 Children, Great Grand Child or Great Grand Children by him
 begotten, living at her death then In Trust to and for the
 sole use benefit and behoof of the said Milward Pogson his heirs
 Executors Administrators and Assigns for ever, and that the
 said Trustees and the Survivor of them his heirs Executors and
 Administrators shall at the request, cost and charges of the
 said Milward Pogson well and sufficiently convey transfer or
 assign unto him his heirs Executors Administrators and Assigns the
 legal Estate in the said Real and personal Estate, so as to make
 his title perfect in the same, but in case the said Henrietta
 Pogson should die before the said Milward Pogson leaving any
 Child or Children Grand Child or Grand Children, Great
 Grand Child or Great Grand Children issue of the said Mar-
 riage living at her death then In Trust to and for the use
 benefit and behoof of the said Milward Pogson during his
 natural life without impeachment of waste as aforesaid -
 for the purpose of providing and securing thereout at his
 discretion a suitable maintenance and education of such
 Child or Children, Grand Child or Grand Children, Great Grand
 Child or Great Grand Children so as that no debts of the
 said Milward Pogson shall deprive them thereof, and from

488 and after the death of the said Milward Pagon should he leave any-
such Child or Children, Grand Child or Grand Children Great Grand
Child or Great Grand Children living at his death, then In Trust to
and for the use benefit and behoof of such Child or Children, Grand
Child or Grand Children, Great Grand Child or Great Grand Children
his her or their Heirs Executors Administrators and Assigns if more
than one as Tenants in Common, such Grand Child or Grand
Children, Great Grand Children Great Grand Children represent-
ing their respective parents and taking between them
only the share which their respective Parents would have taken if they
had survived the said Milward Pagon and that the said Trustees and the
Survivor of them his Heirs Executors and Administrators shall at the re-
quest Cost and Charges of such Child or Children Grand Child or Grand
Children, Great Grand Child or Great Grand Children well and suffici-
ently convey transfer and assign over unto her him or them the
legal Estate in the said property real and personal so as to
make his her or their title perfect in the same, but should
such Child or Children, Grand Child or Grand Children, Great
Grand Child or Great Grand Children, all die during the life-
time of the said Milward Pagon, then from and after his her or
their death In Trust to and for the sole use benefit and behoof
of the said Milward Pagon his Heirs Executors Administrators &
Assigns for ever, and that the said Trustees and the survivor of
them his Heirs Executors and Administrators shall and will, at the
request Cost and Charges of the said Milward Pagon well and
sufficiently convey transfer and assign over unto him his
Heirs Executors Administrators and Assigns the legal Estate in
the said property real and personal, so as to make his title perfect
in the same, but in case it should so happen as that the
said Milward Pagon should die before the said Henrietta Pagon
leaving no Child or Children, Grand Child or Grand Children
Great Grand Child or Great Grand Children, issue of the said
marriage living at his death, then from and after his death In
Trust to and for the sole use benefit and behoof of the said Henrietta
Pagon her Heirs Executors Administrators and Assigns for ever
and that the said Trustees and the survivor of them his Heirs Executors
and Administrators, shall and will at the request Cost and Charges
of the said Henrietta Pagon, well sufficiently convey transfer and
assign over the legal Estate in the said property real and
personal unto her, her Heirs Executors Administrators & Assigns

for ever, so as to make her title perfect in the same, but in case the said Melv and Pogson should die before the said Henrietta Pogson, leaving any Child or Children, Grand Child or Grand Children, Great Grand Child or Great Grand Children issue of the said marriage living at his death, then In Trust to and for the use benefit and behoof of the said Henrietta during her natural life, without impeachment of waste as aforesaid for the purpose of providing and securing thereout at her discretion a suitable maintenance and education for such Child or Children Grand Child or Grand Children Great Grand Child or Great Grand Children issue of the said marriage, as well as any other Child or Children Grand Child or Grand Children, Great Grand Child or Great Grand Children which she may have by any future marriage, so as that the death of the said Henrietta Pogson shall not deprive them thereof, and from and after the death of the said Henrietta Pogson should she leave any such Child or Children Grand Child or Grand Children Great Grand Child or Great Grand Children issue of the said marriage, or any future marriage, or of both living at her death then In Trust to and for the use benefit and behoof of each Child or Children, Grand Child or Grand Children, Great Grand Child or Great Grand Children issue of the said marriage as well as of any such future marriage his her or their heirs Executors and Administrators, if more than one, as Tenants in Common such Grand Children and Great Grand Children representing their respective Parents and taking between them only the share which their Parent would have taken if he or she had survived the said Henrietta Pogson, and that the said Trustees and the survivor of them, his heirs Executors and Administrators shall and will at the request Cost and Charges of such Child or Children Grand Children Great Grand Children, Great Grand Child or Great Grand Children, well and sufficiently convey transfer and assign over unto him her or them the legal Estate in the said property real and personal, so as to make his her or their title perfect in the same, but should such Child or Children, Grand Child or Grand Children, Great Grand Child or Great Grand Children all die during the life of the said Henrietta Pogson, then from and after his her or their death In Trust to and for the sole use benefit and behoof of the said Henrietta Pogson her heirs Executors Administrators and

490 and assigns, and that the said Trustees and the survivor of them his heirs
Executors and Administrators shall and will at the request Costs
and Charges of the said Henrietta Bogson well and sufficiently convey
transfer and assign over unto her, her heirs Executors Administra-
tors and assigns the legal Estate in the said ^{said} property Real and
Personal so as to make her title perfect in the same, Provided
nevertheless that if hereafter it shall appear to the said Milward
Bogson during his life or to the said Henrietta Bogson after his death
to be most for the advantage of the said Parties, that the whole or
any part of the ^{said} property Real or personal ^{aforsaid} should be sold and
the monies arising therefrom be applied and expended in the
purchase of other property real or personal, or both, then and
in such case it shall be lawful to and for the said Milward
Bogson in his life time and the said Henrietta Bogson after his
death by his or her Deed properly executed in the presence of two
or more credible witnesses to revoke and make void all and every
use and uses heretofore limited of or concerning such property and
to limit and declare any new use or uses of or concerning the same,
so as upon and at the time of making such revocation and limit-
ing any new or other use or uses of or concerning the said property
the said Milward Bogson in his life time and the said Henrietta
Bogson after his death, by his or her Deed properly executed in the
presence of two or more credible witnesses, do transfer assign &
set over unto the said Trustees or the survivor of them his heirs
Executors Administrators and assigns as the case may be and re-
quire, the monies or specialities arising from the sale of the said
property In Trust to and for the use intent and purpose of pur-
+ chasing such other property real or personal, or both, as the
said Milward Bogson in his life time or the said Henrietta Bogson
after his death shall think most for the advantage of the said
Parties, to be firmly and securely conveyed bargained sold &
transferred assigned and set over by the person or persons so selling
the same / the said Milward Bogson in his life time and the said
Henrietta Bogson after his death, joining in such Deeds and
thereby signifying his and her assent thereto unto the said Trustees
or the survivor of them his heirs Executors Administrators and
assigns as the case may be and require, according to the nature
of the property, In Trust nevertheless to and for the same
uses and purposes as those already expressed, or at least as
many of them as may be ^{then} practicable, regard being had to

the nature of the property where it may be real, and the estate in such real property so limited to the said Milward Pogson and Henrietta Pogson for their joint lives and the life of the survivor of them, being without impeachment of waste, subject however to the same power in the said Milward Pogson in his life time and to the same power in the said Henrietta Pogson after his death, of re-vo-king or annulling the use or uses of the whole or any part of such property, and of limiting or appointing any new use or uses of the same. Provided also that it shall and may be lawful to and for the said Trustees and the survivor of them, his heirs Executors Ad-ministrators and assigns Trustees or Trustee as the case may be, from time to time, in the first place, to deduct and retain and reimburse themselves or himself respectively out of the rents issues and pro-fits, of the aforesaid real and personal estate herein conveyed to them, all such Costs and Charges as they or he shall or may pay or expend, sustain, or be put to, in or about the performance and execution of the several trusts hereby in them reposed, or in any wise concerning the same, Provided also that in case hereafter it should become expedient that the said Trustees should be changed either because of the removal of the said Milward Pogson in his life time, of the said Henrietta Pogson after his death into another Country, and their desire to re-move the property aforesaid or any part thereof thither also, or because of the removal of the said Trustees themselves into another Country whilst the said Milward Pogson and Henrietta Pogson continue to reside in this State, in such Case, it shall be lawful for, and the duty of the said Trustees in the first instance to effect the said change and removal of the said property by well and sufficiently conveying, transferring and assigning over the legal estate in the said property (which of course would be personal) unto such person or persons, resident in such other Country his her or their Executors Administrators and assigns as the said Trustees or the survivor of them or his Executors or Administrators together with the said Milward Pogson in his life time or the said Henrietta Pogson after his death shall deem proper, the said Milward Pogson in his life time and the said Henrietta Pogson after his death respectively signing such deeds and thereby signifying their assent thereto and in the second instance to effect the said change by well and sufficiently conveying transferring and assigning

492 over the legal Estate in the said property Real or personal or both, unto such person or persons resident in this State, his her or their heirs Executors Administrators and Assigns as the said Trustee or the Survivor of them, his heirs Executors or Administrators together with the said Milward Pogson in his life time or the said Henrietta Pogson after his death shall deem proper (the said Milward Pogson in his life time and the said Henrietta Pogson after his death respectively signing such Deeds and thereby signifying their assent thereto) In Trust nevertheless to and for the same uses and purposes and subject to the same provisions as are already expressed concerning the same In witness whereof the said Parties to these presents have hereunto set their hands and seals the day and year first above written Signed Sealed and Delivered the Saml Wragg (ds)
words "great Grand Child or - James Ferguson (ds)
great Grand Children" between Milward Pogson (ds)
the sixth and seventh lines of the H W Pogson (ds)
fourth sheet, being first written in the presence of
Sarah Pogson, Ed Lightwood
Schedule. Slaves Jerry, a Carpenter, Grace and Barbara, Jude, Quash, Jean, and Sukey, her Children, Roger Deborah, Elmy, Cyrus, Roger, Biddy, Louisa, Sandy, Sam, Roger, Anthony, Paul, Sarah, Paul, Manay, Simon, Lydia Charby, Charley, Richard, John, Joe, Sue, Jack, Josey, - Juddy, Andrew, Dinah, Jenny, Hector, Lucamina, Charles Manay, Cyrus, Billy, Bepny, Melly, Wellshire, Manay, Blind Hercules, Fanny, Hercules, London, Frank, Lenah, Fanny, Foy, Rachel, Foy, Violet, Daniel, Priam, Margaret, Melly, Oxfad, Jenny, Phoebe, Sophy, Sharper, Deborah, Simon, Sophy Cambridge, Lucy, Pascilla, Peter, Pompey, Catharine, Lizzzy, July, Catharine, Lobbly, Providence Wabby, Sambo, Juddy Hester, Abraham, Coelia, Sabina, Venus, Toby and Theresa, Real Estate, All that Plantation or Tract of land containing about eight hundred and eighty five Acres, situate on Wappaola Creek (a branch of Cooper River in St. Johns Parish, Berkley, particularly described in the Indenture to which this is annexed, also one undivided fifth part of three hundred and six Acres of land situate in the parish of on the State aforesaid on Cooper River, also particularly described in the Indenture aforesaid, also

all those three several lots of land, situate in Wraggborough and distinguished in the plan of the said borough by the letters B and the colour yellow also more particularly described in the said Indenture, Choses in Action

also an undivided third part of the residue of such moneys as shall be collected from the Certificates of public Debt and Choses in action herein after mentioned, and shall be remaining after payment of the debts for which they have been pledged by the said Elizabeth Wragg, Henrietta Pogson and Charlotte Smith Viz - £400. 3 per Cent Consols, £1000 4 per Cents, £90 per annum in the short annuities, £2500 South Sea annuities, 11 joint and several Notes of Henry Middleton, Thomas Lynch, Miles Brewster, Benjamin Stinger and Roger Smith for £20 each, (Currency) also 22 joint and several Notes of the same parties for £50 Currency each, also £1500 Sterling in a Certificate of A Vanderhorst and John D. Germain Commissioners, also another Certificate for the same sum on which has been paid - £671. 1. 9 also a bond of John Hodges dated 21st Nov^r 1787 for £790. 8. 10 also a bond of William Standards of same date for £189. 18. 1 also a bond of William Brockington dated 3rd Sept^r 1793 for £102. 13. 4 on which has been paid £86. 3. 4 all of which choses in action are more particularly described in the said Indenture James Ferguson Esq^r

Witnesses

Sarah Pogson

Edward Lightwood

Sam^l Wragg Esq^r

Ed^o Pogson Esq^r

Milward Pogson Esq^r

State of South Carolina, Charleston District, Personally appeared Edward Lightwood Esq^r, who being duly sworn made oath that he saw Milward Pogson, Henrietta Wragg, Samuel Wragg and James Ferguson severally sign seal and as their Respective Act and Deed deliver the within Marriage Settlement and Schedule thereto annexed, to and for the purposes therein set forth, and that he the Deponent together with Sarah Pogson subscribed their names as witnesses to the due Execution of the same, Sworn before me the 15th July 1806

State of South Carolina

Register of the same Conveyance for Charleston District
I do hereby Certify that this Deed is duly recorded in Book M. 17. page 15 the 15th day of July AD 1806 and Examined by Ch^s Glover
Recorded 14th October 1807.

Regist^r

South Carolina

This Indenture made the sixteenth day of January in the year of our Lord one thousand eight hundred and nine, Between Charles Christian Tamarus of the City of Charleston in the State of South Carolina of the first part, Frances Morin of the same place of the second part, John Thomas and Joseph Beaudrot likewise of Charleston of the third part, Whereas a marriage by Gods permission is intended shortly to be had and solemnized between the said Charles Christian Tamarus and Frances Morin, Whereas also the said Frances Morin at the time of the sealing and delivery of these presents is in her own right possessed of twelve hundred Dollars in Cash, say two hundred and eighty pounds Sterling) and will on the solemnization of the said Marriage vest in the said Frances Morin, and whereas upon the treaty of the said intended marriage it hath been and is agreed between the said Charles Christian Tamarus and Frances Morin, that the said Sum of twelve hundred Dollars, or two hundred and eighty pounds Sterling should be settled in Jointure to and for the use and benefit of the said ^{intended} husband and wife, and also for the nurture, maintenance and education of the Children of the said intended marriage, and that the said Charles Christian Tamarus do convey and assign to Trustees firmly and effectually to enforce the performance of the agreement above set forth and to secure the payment of the said Sum of twelve hundred Dollars or two hundred and eighty pounds Sterling free and discharged from the present and future Debts of the said Charles Christian Tamarus. Now This Indenture witnesseth that in pursuance of the said recited agreement and in consideration of the said intended marriage, the said Charles Christian Tamarus thereunto moving, he the said Charles C. Tamarus hath granted unto Frances Morin his intended wife the sum of twelve hundred Dollars or two hundred and eighty pounds Sterling, In Trust nevertheless to the several uses intents and purposes and subject to the Conditions and agreements herein and hereby declared of and concerning the same by the said John Thomas and Joseph Beaudrot or the Survivor of them his heirs or assigns or any of their Counsel learned in the law shall be reasonably devised or advised and required. In Witness whereof the parties to these presents have hereunto set their hands and affixed their seals at Charleston on the day and in the year first above mentioned, Charles Christian Tamarus (all) John Thomas (all) Joseph Beaudrot (all)

495 Sealed and Delivered in the presence of Peter Cordier,
Charleston & Peter Cordier being duly sworn made oath that
he was present and saw Charles Christian Tamaso, John Thomas
and Joseph Beaudrot sign seal and deliver the foregoing
Instrument of writing for the purposes therein mentioned, &
that he witnessed the same, Sworn to before me the 18th day
of December 1809 Daniel Galt, Ravenel J^r.
Recorded 18th December 1809.

Know all men by these presents, that William Turnbull late
from India, but now at Charleston in the State of South Carolina
am held and firmly bound unto Thomas Bainbridge of Upper
Guilford Street Russell Square London and Bernard Elliott Percy Son
of the Reverend William Percy, in the penal sum of sixteen thousand
Pounds Sterling, to be paid to the said Thomas Bainbridge and Bernard
Elliott Percy or their certain Attornies Executors Administrators or
Assigns, which payment well and truly to be made and done, I
do hereby bind myself my heirs Executors and Administrators
firmly by these presents, Witness my hand and seal this fifteen the
day of February in the year of our Lord one thousand eight hun-
dred and five, whereas there is by the blessing God a marriage
shortly to be had and solemnized between the said William Turnbull
and Eliza Catharine Percy third Daughter of the Reverend William
Percy, and the said William Turnbull is willing and desirous of mak-
ing a comfortable and suitable provision and settlement on his said intended
wife in case of her surviving him after marriage and on the issue of
such marriage should it please God to bless them with Children,
and for that purpose hath agreed as soon as he can conveniently
draw his Funds from Canton in China where they now are at present
deposited, by good and sufficient Conveyances and Deeds in law
to settle on and for the use of his said intended wife and Children if
any after marriage, the sum of Eight thousand Pounds Sterling, in
such manner that the Interest of the said sum shall be at and for
her sole use and disposal for herself and Children after his death, and
in case of her surviving him the said William Turnbull as long as she
shall remain single and unmarried, but in the event of her marrying
a second time, then only the Interest of the sum of four thousand
Pounds Sterling for her use and at her disposal during her life, and
at her death then the said sum of four thousand pounds to be with the
other four thousand Pounds or more equally divided among the

Children of the first marriage share and share alike, if more than one Child and if not more than one Child, then to that one Child, but if there be no issue alive at the time when the said Eliza Catharine Perry may marry a second time, or that she should survive the issue by the first marriage, then one moiety or four thousand pounds for her use and at her disposal, and to be willed away in any manner that she may think proper, and the other moiety or four thousand pounds is to revert back to the Est. ad of the said William Turnbull and subject to the disposal of the same by or according to his last will and Testament, Now therefore the condition of the above obligation is such that if the said William Turnbull's marriage shall take place and the said William Turnbull shall and do well & truly in all things fulfill and perform the above agreement agreeable to the true intent and meaning thereof, then the above obligation to be void and of no effect otherwise to remain in full force and virtue

W Turnbull (S)

Signed Sealed & Delivered in the presence of Jas. Elliott, -
Richard S. Baker Junr., Charleston & Richard S. Baker Junr.
being duly sworn made oath that he was present and saw
William Turnbull sign seal and deliver the foregoing Instru-
ment of writing for the purposes therein mentioned, and that he
with Barnard Elliott witnessed the same, Sworn to before me
the 21 day of December 1869 Dan J. at Ravenel J.P.
Recorded 21 December 1869.

State of South Carolina

Articles of Covenant, tripartite ^{Indented} ~~indented~~ made consti-
tuted and concluded this fifteenth day of December in the year
of our Lord one thousand eight hundred and eight, Between
George Eveleigh of the District of Sumter and State aforesaid of
the first part, Ann Walker of St. Johns Parish Charleston
District and State aforesaid of the second part and Charles
Smoker and Charles Richardson of the said State of the third
part, Whereas a marriage is intended to be had and solemnized
between the aforesaid George Eveleigh and Ann Walker, where-
upon he the said George Eveleigh will be entitled to and
is to receive the sum of eight hundred and fifty Pounds con-
sisting of Bank Shares, Funded Stock and ready money,
or of either, being the Estate of the said Ann Walker, and
now in her possession, and under immediate control,
And where do it is the intention of the aforesaid George

497 Eveleigh, that the said Estate to which he shall so become entitled shall be guaranteed and secured to the surviving party of this intended marriage, Now it is hereby covenanted and contracted by and between the said parties to these presents, in consideration of the said intended marriage, and of the ^{said} sum of Eight hundred and fifty Pounds, as the Estate which the aforesaid George Eveleigh will be entitled to receive upon the solemnization of the said marriage, that he the said George Eveleigh for himself his Heirs Executors and Administrators doth Covenant, Contract grant & bargain and by these presents hath covenanted contracted granted and bargained with the aforesaid Charles Sinkler and Charles Richardson (whom the said Ann Walker doth hereby nominate constitute and appoint as her Trustees) that the said sum of Eight hundred and fifty Pounds, consisting as aforesaid, shall be by the said Trustees applied and appropriated to the purchase of Real and personal property or Real or Personal property, or in any other manner as may be deemed by the said Trustees, (by and with the advice and consent of the parties herein interested) most advantageous to the benefit and interest of the said George Eveleigh and Ann Walker, and the property or Estate resulting from the application of the said sum so mentioned, shall forthwith vest in the said Trustees, for the purposes herein mentioned and intended to be effected, That in case the said intended marriage shall take effect and be solemnized and the said Ann Walker shall survive the said George Eveleigh, that then the aforesaid Estate consisting of whatsoever it may, shall at the decease of the said George Eveleigh, be demanded and received by the said Charles Sinkler and Charles Richardson (as Trustees) for the sole and proper use and behoof of the said Ann Walker and the Heirs of her Body from the said marriage, one moiety whereof shall be vested absolutely in the said Ann Walker, and the other moiety in equal proportion between the Heirs of her Body when they arrive to the age of twenty one years, and in case the said George Eveleigh shall survive the said Ann Walker that then the aforesaid Estate at the decease of the said Ann Walker shall be subject to the foregoing distribution, and in the event of either of the said parties so intermarrying dying and leaving no issue from the said marriage, that then the said Estate shall vest fully and absolutely in the survivor, Reserving nevertheless to him the said George Eveleigh at all times during his natural life, the power of ^{disposing}

enjoying and disposing of the interest and emoluments arising from the said Estate in any manner he may judge expedient or advantageous, and from time to time may sell or exchange (by or with the advice and consent of the said Charles Sinkler & Charles Richardson Trustees herein nominated and appointed, and not otherwise) any part of the said Estate, that they may deem most for the interest and benefit of the parties herein concerned, Sworn Witness whereof the said parties have hereunto interchangeably set their hands and seals the day & year last above written

Signed Sealed and

Delivered in the presence of

William Sinkler

Benjamin Walker

Ann Walker (ds)

Geo. Eveleigh (ds)

Charles Sinkler (ds)

Charles Richardson (ds)

Witnessed by William Sinkler being duly sworn made oath that he was present and saw Ann Walker, George Eveleigh, Charles Sinkler and Charles Richardson sign seal and deliver the foregoing Instrument of writing for the purposes therein mentioned, and that he with Benjamin Walker witnessed the same. Sworn before me the 5th day of January 1810 Deut J. A. Rawins
Recorded 5th January 1810.

This Indenture made the fourteenth day of November in the year of our Lord one thousand eight hundred and nine, Between Ann Wragg Taylors of the State of South Carolina Spinster, of the one part, and James Hamilton Junior and Alfred Huger Esquires of the other part, Witnesseth that the said Ann Wragg Taylors in consideration of five pounds to her in Cash paid by the said James Hamilton Junior and Alfred Huger at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations her the said Ann Wragg hereunto specially moving hath bargained and sold and by these presents doth bargain and sell unto the said James Hamilton Junior and Alfred Huger their Executors Administrators and Assigns, all the undivided share or portion of lands and Regresses to which she the said Ann Wragg Taylors is entitled to under the Will of her deceased Father Dr. Peter Taylors or otherwise together with all and singular the rights members

Mrs. J. M. Beecher
 Charles
 Susan
 Abby & 2 children.
 Mary
 "my" one family
 Alice
 Ann
 Abby, 1 child
 Mary, 1, 50 - one family
 Jack
 Mary 2 children -
 Mary
 Mary
 Jack
 Name of Mary Ann
 Susan & Mary
 Mary & Mary
 Mary & Mary
 Jack & Mary

Received of James Hamilton Junr. and Alfred Huger the
 within mentioned consideration money
 Witness
 Joseph Winthrop
 Recorded 6th January 1810.

Received of James Hamilton Junr. and Alfred Hunger the
within mentioned consideration money
Witness
Joseph Winthrop
Recorded 6th January 1810.

498

enjoying and disposing of the interest and emoluments arising from the said Estate in any manner he may judge expedient or advantageous, and from time to time may sell or exchange (by or with the advice and consent of the said Charles Sinkler & Charles Richardson Trustees herein nominated and appointed, and not otherwise) any part of the said Estate, that they may deem more for the interest and benefit of the parties herein concerned, In witness whereof the said parties have hereunto interchangeably set their hands and seals the day & year last above written

Signed Sealed and

Delivered in the presence of

William Sinkler

Benjamin Walker

Charleston, S. C. William Sinkler being duly

oath that he was present and saw

Eveleigh, Charles Sink

sign seal

writing

with Ben

to before me

Recorded

Ann Walker (ds)

Geo. Eveleigh (ds)

Charles Sinkler (ds)

Charles Richardson (ds)

This Inca

one fourteenth day of November in the year of our Lord one thousand eight hundred and nine, Between Ann Wragg Taylors of the State of South Carolina Spinster, of the one part, and James Hamilton Junior and Alfred Huger Esquires of the other part, Witnesseth that the said Ann Wragg Taylors in consideration of five pounds to her in cash paid by the said James Hamilton Junior and Alfred Huger at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations her the said Ann Wragg hereunto specially moving hath bargained and sold and by these presents doth bargain and sell unto the said James Hamilton Junior and Alfred Huger their Executors Administrators and Assigns, all the undivided share or portion of lands and Negroes to which she the said Ann Wragg Taylors is entitled to under the will of her deceased father Dr. Peter Taylors or otherwise together with all and singular the rights members

499

499 hereditaments and appurtenances whatsoever to the said premises
 belonging or appertaining, and the reversion and reversions, remain-
 der and remainders, rents issues and profits thereof, and of every
 part thereof, to have and to hold all and singular the
 premises above mentioned or meant or intended to be hereby
 bargained and sold and every part and parcel thereof, with
 their appurtenances unto the said James Hamilton Junior &
 Alfred Huger their 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 &
 ended, Yielding and paying therefore unto the said Ann
 Wragg Taylors, the rent of one ear of Corn only on the last
 day of the said term, if lawfully demanded, to the intent and
 purpose that by virtue of these presents, and by force of the Statute
 for transferring use into possession, the said James Hamilton Junior
 and Alfred Huger may be in the actual possession of the said pre-
 mises, and be thereby enabled to accept and take a grant &
 release of the reversion and inheritance thereof to them and
 their heirs and assigns for ever, subject however to the provi-
 sions, tenets and conditions in a certain Indenture of Release
 intended to be made between the said parties to these presents,
 and to bear date of the day next after the day of the date hereof,
 In Witness whereof the said parties to these presents have here-
 unto set their hands and seals the day and year first above written
 Sealed and Delivered in the presence of us Joseph Winthrop } Ann Wragg Taylors, (W),
 Helen Taylors } J^r. Hamilton Jun^r.
 Alfred Huger
 Charles Wragg Taylors being duly sworn made oath
 that he was present and saw Ann Wragg Taylors, James
 Hamilton Jun^r. and Alfred Huger sign seal and deliver
 the foregoing instrument of writing for the purposes there-
 in mentioned, and that he with Helen Taylors witnessed
 the same, Sworn to before me the 6th day of January 1810
 Dan^l J^r. Ravenel J^r.

Received of James Hamilton Jun^r. and Alfred Huger the
 within mentioned consideration money
 Witness
 Joseph Winthrop
 Ann Wragg Taylors
 Recorded 6th January 1810.

498 enjoying and disposing of the interest and emoluments arising from the said Estate in any manner he may judge expedient or advantageous, and from time to time may sell or exchange (by or with the advice and consent of the said Charles Sinkler & Charles Richardson Trustees herein nominated and appointed, and not otherwise) any part of the said Estate, that they may deem most for the interest and benefit of the parties herein concerned, In witness whereof the said parties have hereunto interchangeably set their hands and seals the day & year first above written

Signed sealed and
Delivered in the presence of
William Sinkler
Benjamin Walker
Charleston S. William Sinkler being duly sworn
oath that he was present and saw
Eveleigh, Charles Sinkler
sign seal
writing
with Ben
to before me
Recorded

Ann Walker (ds)
Geo. Eveleigh (ds)
Charles Sinkler (ds)
Charles Richardson (ds)

This Indenture made the fourteenth day of November in the year of our Lord one thousand eight hundred and nine, Between Ann Wragg Tayson of the State of South Carolina Spinster, of the one part, and James Hamilton Junior and Alfred Huger Esquires of the other part, Witnesseth that the said Ann Wragg Tayson in consideration of five pounds to her in hand paid by the said James Hamilton Junior and Alfred Huger at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations her the said Ann Wragg hereunto specially moving - hath bargained and sold and by these presents doth bargain and sell unto the said James Hamilton Junior and Alfred Huger their Executors Administrators and Assigns, all the undivided share or portions of lands and Negroes to which she the said Ann Wragg Tayson is entitled to under the will of her deceased Father Dr. Peter Tayson or otherwise together with all and singular the rights members

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499 hereditaments and appurtenances whatsoever to the said premises
belonging or appertaining, and the reversion and reversions, remain-
der and remainders, rents issues and profits thereof, and of every
part thereof, to have and to hold all and singular the
premises above mentioned or meant or intended to be hereby
bargained and sold and every part and parcel thereof, with
their appurtenances unto the said James Hamilton Junior &
Alfred Huger their 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 &
ended, Yielding and paying therefore unto the said Ann
Wragg Hayson, the rent of one ear of Corn only on the last
day of the said term, if lawfully demanded, to the intent and
purpose that by virtue of these presents, and by force of the Statute
for transferring use into possession, the said James Hamilton Junior
and Alfred Huger may be in the actual possession of the said pre-
mises, and be thereby enabled to accept and take a grant &
release of the reversion and inheritance thereof to them and
their heirs and assigns for ever, subject however to the provi-
sons, trusts and conditions in a certain Indenture of Release
intended to be made between the said parties to these presents, -
and to bear date of the day next after the day of the date hereof,
In Witness whereof the said parties to these presents have here-
unto set their hands and seals the day and year first above written
Sealed and Delivered in the presence of us Joseph Winthrop } Ann Wragg Hayson, (H),
Elen Hayson, } Jas. Hamilton Junr.
Alfred Huger
Charles W. Joseph Winthrop being duly sworn made oath
that he was present and saw Ann Wragg Hayson, James
Hamilton Junr. and Alfred Huger sign seal and deliver
the foregoing instrument of writing for the purposes there-
in mentioned, and that he with Elen Hayson witnessed
the same, Sworn to before me the 6th day of January 1810
Dan^l Jas. Ravenel Jb.

Received of James Hamilton Junr. and Alfred Huger the
within mentioned consideration money
Witness
Joseph Winthrop
Ann Wragg Hayson
Recorded 6th January 1810.

This Indenture made the fifteenth day of November in the year of our lords one thousand eight hundred and nine, Between Ann Wragg Tayson, of the State of South Carolina Spinster, of the first part, James Hamilton Junior and Alfred Huger Esquires of the second part, and Barnard Elliott Bee Esquire of the third part, Whereas a marriage is intended to be shortly had and solemnized between the said Barnard Elliott Bee and Ann Wragg Tayson, and it has been agreed between ^{them} that the Estate of the said Ann both real and personal be settled In Trust as hereinafter specified, Now This Indenture witnesseth that in consideration of the said intended marriage and of the sum of ten pounds to the said Ann Wragg Tayson by the said James Hamilton Junior and Alfred Huger in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, she the said Ann Wragg Tayson hath granted bargained sold released assigned transferred and set over and by these presents doth grant bargain sell release assign transfer and set over unto the said James Hamilton Junior and Alfred Huger and to the survivor of them and to the Heirs Executors and Administrators of such Survivor, - All the negroes and other personal Estate of what nature or kind soever, which she the said Ann Wragg Tayson is possessed of interested in, or entitled to under the will of her deceased Father Dr. Peter Tayson or in any other manner whatsoever, and also all the undivided share or portion of real Estate which she the said Ann Wragg Tayson is entitled unto under the will of her said Father or otherwise, a particular Schedule and description of which negroes and Land will be annexed unto this Deed as soon as Division of the Estate of the said Dr. Peter Tayson takes place among the devisees and legatees which is to be regarded as part and parcel hereof, together with all and singular the rights members hereditaments and appurtenances whatsoever to the said portion of Land belonging or appertaining thereunto, all which said last mentioned premises are now in the actual possession of the said James Hamilton Junior and Alfred Huger by virtue of a bargain and sale to them made by the said Ann for one whole year bearing date the day next before the day of the date hereof, and by force of the Statute for transferring