

251 the Trustees herein before named or any or either of them, and the pro-  
duct & proceeds of the property do to be sold transferred or disposed of shall  
be settled & disposed in the same way & manner & upon the same uses  
& trusts, as such property is by this deed settled & disposed. And the  
aforesaid Isaac Couturier, for himself his heirs Executors & Administrators,  
doth hereby covenant, promise grant & agree to & with the said  
Thomas Mathews & John Fraser & the survivor of them, his heirs Executors  
Administrators & assigns that he the said Isaac Couturier his heirs  
Executors & Administrators shall & will from time to time & at all times  
hereafter upon the reasonable request, and at the costs & charges of the  
said Thomas Mathews & John Fraser, or the survivor of them his heirs  
Executors Administrators or assigns, make do & execute or cause to procure  
to be made done & executed all & every such further & other lawful &  
reasonable act & acts thing and things settlements Conveyances af-  
firmments & Assurances in the Law whatever, as well for the con-  
siderating & Strengthening of these presents as for the further & better  
conveying & assuring all & singular the premises aforesaid unto the  
said Thomas Mathews & John Fraser & the survivor of them his  
heirs Executors, Administrators & assigns & for carrying into full effect  
the true intent & meaning of these presents, as by them or any of  
them, or their or any of their Counsel learned in the Law shall in  
that behalf be reasonably devised advised or required. In witness  
whereof the said Parties to these presents have hereunto interchangably  
set their hands & seals the day & year first before written —

Signed, sealed & delivered in the presence of Isaac Couturier Inv. (P.S.)  
of the word & Sappho a child being first Eliza M. Lawrence (P.S.)  
interlined on the first sheet of this deed

John W. Mathews Anna R. Couturier.

— Schedule Preferred to in the foregoing deed —

12 mahogany Chairs 18 Black do. 1 Sophia 2 Mah. Bedsteads Bed  
Bedding & Curtains China Glass Ware to Bed & Table Linen dining  
Card & Tea Table Cabinet Carpet Kitchen Furniture do.

John W. Mathews being duly sworn made oath that he was  
present and saw Isaac Couturier Inv. and Eliza M. Lawrence sign  
and deliver the foregoing Instrument of writing for the uses and  
purposes therein mentioned, and that he with Anna R. Couturier  
metampeck the same —

Sworn to before me the 26<sup>th</sup> day of

June 1813

Dant. Jas. Ravenel & P. Recorded 26 June 1813

South Carolina This Indenture of three parts made on the fourteenth day of April in the year of our Lord one thousand eight hundred & twelve between Bernaly Branford of Prince Williams parish of the first part Richard Lublock of St. Helena parish of the second part & Sarah Wilson of the third part wit nepeth that for & in consideration of a marriage intended by God's permission to be shortly had & solemnized between the said Bernaly Branford & the said Sarah Wilson & that a competent Countur may be had made & provided for the said Sarah Wilson, in case the said marriage shall take effect for the settling & apuring the same to & for the several uses intent & purposes hereafter limited & declared pursuant to the agreement made upon the contract of the said intended marriage he the said Bernaly Branford hath granted bargained sold & confirmed & by these presents doth grant to have and to hold the said forty negroes with the future issue & increase of the females & the said estate both real & personal to which the said Sarah Wilson is now entitled or to which she shall here after be entitled unto the said Richard Lublock his heirs & assigns for ever in trust to & for the uses intent & purposes that is to say upon trust that the said Richard Lublock shall permit & suffer the said Bernaly Branford to profess make use of employ & revoke all of the said negroes & to receive & take the profits or hire of the said negroes & to have the use occupation & benefit of the aforesaid mentioned estate of the said Sarah Wilson consisting of lands, negroes & other personal effects free from the control hindrance interruption or molestation of any person or persons whomsoever for & during the natural life of the above said Bernaly Branford. And from & immediately after the deceas of the said Bernaly Branford then upon trust in case the said Sarah Wilson shall survivis the said Bernaly Branford to permit & suffer the said Sarah Wilson to have & enjoy the said negroes & the aforesaid mentioned estate in as full & ample manner as it during the term of her natural life as the use & right of the said Bernaly Branford for his life is herin before express & declared And from & after the death of the survivor of them the said Bernaly Branford & Sarah Wilson then to the use & behoef of the issue of the said Bernaly Branford & Sarah Wilson as shall be

252 living at the time of the decease of such surviving & have & their children  
& then the interest or produce of all & every such child & children's part  
shall from time to time at the direction of the said Trustee be paid  
& applied for & towards the education & maintenance of such child  
& children until their respective ages of twenty one years of marriage  
at which time their respective parts & portions of the said estate are  
hereby agreed to be apportioned, transferred, paid & disposed of them &  
to them respectively & the parts & shares of such child & children  
so dying before the age aforesaid a day of marriage shall & bargain  
will & confine unto the said Richard Lubbock forty negroes to wit 6  
Prince, Thumper, John, Joan, Henriett, Maria, Jacob, Somerset,  
Peggy, Katy, Liddy, Sue, Cyrus, Sam, Betty, Tom, Mary  
Jally, Sambo, Beaufort, Ryanah, Indy, Sam, Amy, Amaretta  
Elsey, little Prince, Dolly, Bob, little Molly, Diana, Molly, Fano  
Kate, Kit, Bep, little Tom, little Mary & Crumby with the  
future issue & increase of the females to have & to hold the said  
negroes unto the said Richard Lubbock his heirs & assigns to & for  
the several uses intents & purposes herein after mentioned limited  
aspects & declarab, that is to say to the use & behoof of the said  
Bernaly Branford & his heirs until the said marriage between  
him & the said Sarah Wilson his intended wife shall be had &  
solemnized & from & after the solemnization thereof together with  
all & all manner of goods chattels debts monies & all other claps of  
property whatsoever as well real as personal to which the said  
Wilson is now entitled or to which she shall hereafter be entitled  
be equally divided between the survivors or survivor of such child  
& children when & as their respective parts or shares shall or have  
become due & payable. And in case that the said Bernaly Bran-  
ford & Sarah Wilson shall have no issue of their bodies law-  
fully begotten, then in default of such issue, or if there be issue  
& all of them shall happen to die before they shall attain the  
age of twenty one or day of marriage then upon this further trust  
that he the said Richard Lubbock his executors or adminis-  
trators shall & do transfer assign apply & dispose of the said  
estate to the use & behoof of the survivor of them the saids  
Bernaly Branford & Sarah Wilson & the heirs executors, adminis-  
trators & assigns of such survivor for w<sup>t</sup>. And the said Bernaly  
Branford in consideration of the said marriage & of its taking  
effect doth for himself his heirs executors & administrators covenant  
grant promise conclude & agree to & with the said Richard

254 Lubbock his executors & administrators that he the said Richard Lubbock his executors or administrators shall & will from time to time & at all times here after, at the reasonable request & cost & charge in the law of the said Richard Lubbock his executors or administrator make so acknowledge & execute, or cause to be made done acknowledgement & executed all & every such further lawful & reasonable act & acts thing & things devised conveyances & assurances in the law whatsoever for the better & more effectual conveying affixing & assuring all & singular the said estate herein before mentioned upon the trust & to the uses intents & purposes herein before limited, mentioned & declared concerning the same according to the true intent & meaning of these presents & of the parties thereto as by the said Richard Lubbock his executors or administrators shall be reasonably devised or advised & required. On witness whereof the said parties to these presents have hereunto interchangably set their hands & seals the day & year first above written —

Sealed & delivered in the presence of Sarah Wilson (S) B Branford (B)  
Gno. J Stone Thomas Fulton (T)

Rich<sup>d</sup> Lubbock (R)

*P*Received of the within named Richard Lubbock trustee thirty Dollars in consideration of this marriage settlement  
Sarah & Branford

Branford Branford

John J Stone being duly sworn made oath that he was present and saw Sarah Wilson and B Branford sign seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned and that he with James Fulton witnessed the same —

Sworn to before me the 28<sup>th</sup> day of July 1813, Dan'l Jenkins J.P.

Recorded 13 November 1812 in book N<sup>o</sup>. 8 folio 131 —

Examined by me Ch. J Jenkins, Recd. C. P.D. —

Recorded 28<sup>th</sup> July 1813 —

South Carolina

✓

This Indenture Inpartite made the fifteenth day of April in the year of our Lord One thousand eight hundred & thirteen. Between Thomas Wornock of Charleston in the State aforesaid Gentleman of the first part. Mary Boyden of the same place, Widow, of the second part, & Jacob Henry of the same place, Stockkeeper, of the third part, Whereas a Marriage is intended, by God's permission shortly to be had

Indenture between the said Thomas Hamock & Mary Boyden and  
the said Mary Boyden is proposed of & intitled unto a negro Girl named  
Lucy which it is agreed shall be settled & delivered to the separate use  
& sole disposal of the said Mary Boyden; This Indenture therefore  
Witnesseth that in pursuance of the said Agreement, & in prospect  
& consideration of the said intended Marriage & of one dollar to the  
said Mary Boyden by the said Jacob Hony paid, she the said  
Mary Boyden, (with the Consent of the said Thomas Hamock testi-  
fied of his being a party to, & executing these presents) doth, freely  
grant, bargain sell & deliver unto the said Jacob Hony the before  
named negro Girl Lucy to have & to hold the said negro Girl  
named Lucy, with her future Spie & Increases unto the said  
Jacob Hony his Executors Administrators & Assigns for ever. In  
Trust first to the sole, separate & distinct use of the said Mary  
Boyden, without being subject to the control or liable for the  
Debts of her said intended Husband, and also to the use of  
such person or persons for such Estate or Estates, & in such way,  
manner & form as the said Mary, by any writing under her hand  
or by her will, or any writing purporting to be her will, shall not  
withstanding her Consente, direct, limit or appoint. In witness  
whereof the said parties to these presents have hereunto interchang-  
ed set their hands & seals the day & year first before written —  
Signed sealed & delivered in the presence of Alfred Augustus Lovel 3. Sho. Hamock Esq;  
Mary Hamock Esq;

Alfred Augustus Lovel being duly sworn made oath  
that he was present and saw Thomas Hamock and Mary Hamock  
sign seal and deliver the foregoing Instrument of writing for  
the uses and purposes therein mentioned and that he witnessed  
the same —

Courto before me the 9th August 1813 Danl. Jas. Russell Esq.

Recorded by August 1813

This Indenture made this 30<sup>th</sup> day of June in the year of our  
Lord 1813 between Sepe Bearfield Bafot district of the one part and  
Elizabeth Buchanan, of the S<sup>t</sup> district of the other part Elizabeth  
that there is an intention of a marriage, Gods willing between the  
said Sepe Bearfield and the S<sup>t</sup> Elizabeth Buchanan shortly to be  
solemnized and whereas it is the agreement and desire of the said  
parties and their mutual Intention that as provision shall be made  
for the said Elizabeth Buchanan out of his own fortune on marriage  
portion in such a manner as to be entirely at her own disposals

257

at his death whither the said unded Coverture the wife of the said  
Serge Bearfield or survives him and whereas it is further agreed  
between the parties that the full Estate both 'real and personal to  
be made over to the said Elizabeth Buchanan to be at his disposal  
to dispose of the said Estate by will or deed to his or whom soev  
else he pleases or thinks proper to them and their heirs for ever  
even should the said unded Coverture the wife of the said Serge  
Bearfield and in case she survives the said Serge Bearfield  
then the said Estate as aforesaid to be and remain the property  
of the said Elizabeth Buchanan her heirs and assigns for ever  
provided nevertheless that the said Serge Bearfield shall have  
the use management and control of the said Estate after  
said and the yearly profits and emoluments arising thereon  
to apply and use as he thinks best for their mutual advantage  
while they continue in the marriage state together now this  
Indenture witnesseth that the said Serge Bearfield for and  
in consideration of the love and regard he beareth to the s<sup>r</sup>d<sup>r</sup>  
Elizabeth Buchanan and in consequence of the agreement before  
mentioned and for the further Consideration of the sum of ten shilling  
in hand paid to him by Lewis Munked appointed by the parties  
as trustee to this marriage Settlement the Receipt whereof is hereby  
acknowledged hath bargained sold and made over and by these  
presents doth bargain sell and make over to the s<sup>r</sup>d<sup>r</sup> Elizabeth  
Buchanan all his Estate both 'real and personal that shall  
be his own property or marriage portion clear the time the Inter  
dict marriage shall take place to have and to hold the said  
'real and Personal Estate at the marriage portion to the said  
Elizabeth Buchanan and her heirs and assigns for ever In manner  
and form following that is to say that the said Serge Bearfield  
shall have the use of the same whilst they live together for their  
mutual support but in case of his the s<sup>r</sup>d<sup>r</sup> Elizabeth Buch  
anan during whicht under Coverture the wife of the said Serge  
Bearfield he shall have full power and lawfull Authority to  
dispose of and give away by Deeds of gift will or otherwise the said  
Estate as aforesaid to his heirs or any other person or persons what  
ever to them and their heirs and assigns for ever and in case  
and in case the s<sup>r</sup>d<sup>r</sup> Elizabeth Buchanan shall happen to survive  
the s<sup>r</sup>d<sup>r</sup> Serge Bearfield and become his widow then the above and  
afores<sup>t</sup> Estate of his married portion as afores<sup>t</sup> shall be and  
remain his own lawfull property as aforesaid to his and his

257 his forces and the 1<sup>st</sup> Sep'r Beaufield for himself his heirs executors  
and administrators doth agree to and with the 1<sup>st</sup> Elizabeth Buchanan his wife  
executors and administrators and agrees that the 1<sup>st</sup> Elizabeth his wife to  
executors amons or assigns either at her white under Seaventys  
the wife of the 1<sup>st</sup> Sep'r Beaufield or in case of his surviving her to  
and becoming his widow shall take possession of and keep for their use to  
fit and behay for ever the said Estate of his marriage portion without  
the least hindrance or molestation of him the said Sep'r Beaufield or  
his heirs executors administrators or assigns or any other person or persons what  
ever according to the true Intent and meaning thereof clearly and fairly to  
and shall not be liable to any debts legacies or contracts whatsoever  
of him the said Sep'r Beaufield his heirs executors administrators  
or assigns and lastly it is agreed upon by the parties to these presents  
that Lewis Manner is and shall be appointed trustee for the 1<sup>st</sup>  
Elizabeth Buchanan with full power to cause this Agreement In  
detrine to be put in full force and viree. Testifying to these pres-  
ents the said Interchangably set their hands and seals the day and  
year first above written - - - - -

Wm Blake, Sarah D. Rain -

Sep'r Beaufield (S)

Eliza C. Buchanan

Eliza C. Buchanan (S)

Schedule of the personal property as conveyed by the annexed Deed of  
Trust. - Eliza - One mulatto fellow named Abram and  
which named person and her two children affe and Beck one negroe  
girl named Nanci three feather beds and furniture with house hold  
and Kitchen furniture - Sep'r Beaufield -

I hereby take upon myself the Trust made to me in the within deed  
South Carolina - Lewis Manner

Beaufort district & Before me appears William Blake who  
being sworn saith that he saw Sep'r Beaufield & Eliza C. Buchanan  
sign the within deed of Trust and that he together with Sarah  
Rain Subscribed their names as witnesses thereto. Wm. Blake  
Deacon to this 26<sup>th</sup> July 1813. M.M. Notary 240

Recorded. 16<sup>th</sup> August 1813

Estate of South Carolina ✓

This Indenture Tripartite made this  
fifth day of January in the year of our Lord one thousand eight  
hundred and thirteen between Thomas Graham of the first part  
Massachusetts of the second part and James Douglas and Lewis  
Manner of the third part all of the City of Charleston and State aforesaid  
said that Whereas a marriage is by Gods permission intended

to be had and solemnized by and between the said Thomas Graham  
and the said Margaret Bone and Whereas the said Margaret  
Bone is seized and possessed in her own right in fee simple of a lot  
Lot of Land situate lying and being on the west side of King  
Street in the city of Charleston and State aforesaid, containing in  
breadth twenty four and in depth two hundred and twenty seven  
feet bounded to the north on a Lot of Land belonging to the Estate  
of Connors Keale deceased to the south on a lot belonging to  
Catherine Duckenfup to the Eastwards on King Street and to  
the westward on lands belonging to the Estate of the late Colonel  
McPherson and the said Margaret is also possessed in her  
own right of Five negroes to wit. Comba and her three  
daughters Dolly Lorette and Charlotte and the son of Dolly called  
Denmark. Now this Indenture witnesseth that for and in con-  
sideration of the said intended Marriage, and also for and in  
consideration of the sum of ten Dollars to the said Thomas Graham  
by the said James Douglas and Lewis Monnar in hand paid  
at and before the sealing and delivery of these presents the receipt  
whereof he doth hereby acknowledge the said Thomas Graham for  
himself his heirs Executors and Administrators doth covenant promise  
grant and agree to and with the said James Douglas and Lewis  
Monnar their heirs Executors or Administrators or the survivor of them  
his heirs Executors or Administrators that if the said intended  
Marriage shall take effect immediately from and after the  
solemnization thereof the said James Douglas and Lewis Monnar  
shall take and receive the rents profits and issues of the said  
Lot of Land and shall also lawfully stand and be possessed of  
all and singular the Five negroes aforesaid and of the issues and  
increase of the females upon trust never to sell and to and for the  
use intent and purpose herein after except of and concerning  
the time that is to say that the said James Douglas and Lewis  
Monnar or the survivor of them his heirs Executors or Administrators  
shall and will pay aply and dispose the rents profits and issues  
of the said Lot of Land to the said Margaret notwithstanding  
her covetous, and shall and will permit her the said Margaret  
to have use work and employ the said negroes and future  
issue and increase of the females and receive the profits gainings  
and earnings of them and each of them to her own sole and separate  
use and benefit and that the same shall not be in any manner subject  
or liable to the debts contracts engagements control or disposal of the

259 Said Thomas Graham and the said Margaret Coone for and in consideration of the said intended Marriage and also for and in consideration of the sum of ten Dollars to her in hand paid by the said James Douglas and Lewis Mowatt and before the sealing and delivery of these presents the receipt whereof she doth hereby acknowledge hath granted bargained sold released and confirmed and doth by these presents grant bargain sell release and confirm unto the said James Douglas and Lewis Mowatt their heirs and assigns all the town Lot of Land herein before mentioned and described with the appurtenances To have and to hold the said Lot of Land with the appurtenances unto the said James Douglas and Lewis Mowatt their heirs and assigns upon such trusts and to and for such uses intents and purposes as are herein after expressed and declared of and concerning the same and the said Margaret Coone for and in consideration of the said intended marriage and also for and in consideration of the further sum of ten Dollars to her in hand paid by the said James Douglas and Lewis Mowatt and before the sealing and delivery of these presents the receipt whereof she doth hereby acknowledge hath in like manner bargained sold and delivered and doth by these presents bargain sell and deliver unto the said James Douglas and Lewis Mowatt the five negroes aforesaid To have and to hold the said five negroes together with the future issue and Increase of the females unto the said James Douglas and Lewis Mowatt their heirs and assigns upon the trust and to and for the uses intents and purposes herein after expressed and declared of and concerning the same That is to say all and singular the premises to wit the Lot of Land and the negroes aforesaid upon trust to and for the sole use benefit and behoef of the said Margaret during her natural life and if the said intended Marriage take effect and there be issue lawfully begotten between the said Thomas Graham and the said Margaret and the said Thomas surviving the said Margaret then upon trust to and for the sole use benefit and behoef of the said Thomas during his natural life with remainder over to their joint issue according to the Act of the General Assembly of this State commonly called the act of Primogeniture and if there be issue of the said intended marriage and the said Margaret surviving the said Thomas then upon trust to the sole use benefit and behoef of the said Margaret as aforesaid during the term of her natural life with remainder over to their joint issue according to the act of

the General Assembly of the State as aforesaid commonly called  
the Act of Promiscuity And if the said intended Marriage be so:  
laminized and either the said Thomas Graham or the said  
Margaret die without leaving issue lawfully begotten of the said  
intended Marriage then upon trust to and for the sole use benefit  
and behoof of the one of them the said Thomas or Margaret who  
may survive and of his or her heirs or assigns absolutely and for  
ever. And the said Thomas Graham and Margaret Corse for  
themselves their heirs Executors and administrators do and each of  
them doth jointly and severally covenant promise and agree to and  
with the said James Douglas and Lewis Monard that they the  
said Thomas and Margaret from time to time and at all times  
at their own proper Costs and Charges upon the reasonable request  
and application of the said James Douglas and Lewis Monard  
or the survivor of them their heirs or assigns shall make do or execute  
or cause to be made done or executed all and every such further and  
other lawful and reasonable act matter thing deed conveyance or  
affiance in the law whatsoever, for the conserving and strength  
ening of these presents, and carrying the same into full effect according  
to the true intent and meaning thereof for the better conveying  
and apportioning of all and singular the premises herein before mentioned  
to the said James Douglas and Lewis Monard their heirs and assigns  
upon the several trusts and to and for the several intents and pur  
poses herein before specified as by the said James Douglas and Lewis  
Monard or either of them their or either of their heirs Executors or admin  
istrators or their or any of their counsel learned in the law shall be  
reasonably advised devised or required and the said Thomas Graham  
for himself his heirs Executors and administrators doth covenant promise  
and agree to and with the said James Douglas and Lewis Monard  
their heirs Executors and administrators that the said Margaret  
shall have from time to time and at all times full uncontroled  
power and authority to sign deal execute and deliver all and  
every deed conveyance or affiance required by the premises during  
her intended coverture the same as if she was a feme sole and the  
said Thomas Graham and Margaret Corse do hereby further and  
lastly covenant promise and agree with the said James Douglas  
and Lewis Monard or the survivor of them or their or his heirs Execu  
tors or administrators that they the said Thomas Graham and  
Margaret Corse shall from time to time and at all times during  
the intended coverture have full power and authority by and

261 with the advice and consent of the said James Douglas and Lewis Mann  
their heirs Executors or assigns to sell and dispose of the public or private  
land all or any of the above mentioned property for a sum or sums and to  
vest the premises proceeds of the land as often and in such ways as they  
the said Thomas Graham Margaret Core and the said James Douglas  
and Lewis Mann shall think most advantageous upon the same  
trustee however and to and for the same uses intents and purposes as  
are herein before declared and expressed. In witness whereof the  
parties to these presents their hands and seals here subscribed and set  
the day and year first above written —

John Graham (S)

Margaret Core (S)

James Douglas (S)

Lewis Mann (S)

Signed sealed and delivered in  
presence of — — —  
Jacob Ellington A Devillers

Charleston District

Personally appeared before me Jacob Ellington who being  
duly sworn made oath that he was present and saw Thomas Graham  
Margt. Core James Douglas & Lewis Mann sign seal and as their  
Act desired delivered the within Marriage Settlement to and for the  
uses and purposes therein mentioned and that he the deponent sub-  
scribed his name as a witness thereto with A Devillers  
Sworn to before me this 7 January 1813 At Charleston S.C.  
Signed 1<sup>st</sup> September 1813

State of South Carolina ✓

This Indenture made the twenty seventh day  
of March in the year of our Lord one thousand eight hundred and thirteen  
between James McCleish and Ann Williams, both of the City of Charleston and  
State aforesaid of the one part and Benjamin Porter of the same place of  
the other part, Boston. That whereas marriage is soon intended to be  
had and solemnized by and between the said James McCleish and  
Ann Williams. And whereas the said Ann Williams is a legatee by the  
will and Bequest of Joseph Black deceased, who at his decease was the  
husband, of her mother Susannah now Susanna Eason, to a certain person  
al Estate, in the Schedule hereto annexed enumerated and specified  
from and immediately after the death of her said mother, who by the  
said Will has a life estate therein which should, and in right and  
good conscience, ought to be secured to the benefit, use and enjoyment of  
the said Ann Williams, not only until, but even after, the solemnization  
of the said intended marriage. Now in consideration of the said intended  
marriage the said Ann Williams, with the concurrence and consent of the said  
James McCleish her intended husband, hath granted, bargained and

262 sold and by these presents doth grant, bargain, sell and conveys unto  
the said Benjamin Porter, his Executor, Administrator and assigns  
all & singular the goods and chattels, and personal Estate, in the  
said Schedule or Inventory, hitherto annexed, enumerated, and contained  
to have & to hold the same unto the said Benjamin Porter his  
Executor Administrator and assigns for ever upon the trusts and to the  
uses intents and purposes, hereinafter limited and declared. That is  
to say to the sole and separate use & benefit of the said Ann Williams  
until the said intended marriage shall be had & solemnized, and  
from the time of their intermarriage and thence forwards during their  
joint lives, shall be to their joint use and benefit, of the said James  
& Ann, and after the decease of either of them to the sole use of the survi-  
vor of them, during the life of such survivor, And from and immedi-  
ately after the death of such survivor, to the issue, child, or children  
(If more than one) forever share and share alike with liberty however  
and it is understood by and between the said parties, that should  
it be considered, profitable and expedient at any time, during the  
continuation of the joint life estate, of them the said James and Ann  
of the said premises aforesaid, or the life estate of the survivor of  
them, to change or exchange any part of the goods and chattels, or  
personal Estate in the said Schedule, or inventory mentioned and  
contained, for other property, instead thereof, or to sell any negro  
negro's, or other articles mentioned in the said Inventory and sub-  
stitute other property of equal or superior value a convenience there-  
for it shall be lawfull so to do, special regard being always had  
however, that all such goods, chattels negroes & personal property so  
exchanged or sold and other property substituted in lieu and stead  
thereof, shall be subject to the trusts uses, intents, and intents herein  
before mentioned, limited and declared — In witness whereof  
the parties have hereunto set their hands and seals, the day and  
year first above written — — — — — James McCleesh (L.S.)  
Signed, sealed, and delivered in the      Ann Williams (L.S.)  
presence of John Shelden John FamCourtney      Benj: Porter (L.S.)

At Schedule and Inventory of  
The Goods and Chattels and personal estate mentioned and referred  
to by the within deed of marriage settlement, that is to say —

These negro slaves — A Woman named Mary and her two children  
One girl named Matilda, and a Boy named Joseph together with  
the future issue and increase of the aforesaid female slaves —

— And also —

263 One Bed and Bedding Two mattresses Two Bedsteads, one set of mahogany drawers, six chairs. Two Walnut Tables, Four Mahogany tables such as the Spoons [silver] One table d'hotte One Mahogany desk one portable writing desk.

John Prebster being duly sworn made oath that he was present and saw James McCleish, Ann Williams and Benjamin Porter sign, seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned, and that he with John Samuel Court may witness the same.

Sworn to before me the 7<sup>th</sup> day of September 1813 Sam'l J. Ravenel Esq  
Recorded 7<sup>th</sup> day of September 1813

State of South Carolina ✓

This Indenture tripartite made the Seventh day of September in the year of our Lord One thousand Eight Hundred and Thirteen, Between Elizabeth St. John Ball of Johns Islands in the State of said Island widow of the first part Archibald St. Ball Esquire of the same place of the second part and William B. Tucker and Charles C. Tucker of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said Elizabeth St. John Ball and the said Archibald St. Ball Esquire. And Whereas the said Elizabeth St. John Ball at the time of executing these presents is lawfully seized in fee simple of sundry lands, meadows, tenements, hereditaments and other real estates hereinafter particularly described, and is also entitled to and proprietor of a considerable personal property and estate consisting of negroes and other slaves hereinafter mentioned and named and of the goods and chattels hereinafter expressed and contained. And Whereas upon the Treaty and previous to the said intended marriage, it hath been and is agreed by and between the said Elizabeth St. John Ball and the said Archibald St. Ball Esquire, That the real and personal estate of the said Elizabeth St. John Ball should be by her granted, released and assigned to and vested in, the said William B. Tucker & Charles C. Tucker & the survivors of them his heirs and assigns hands for and upon the several uses trusts, intents and purposed and in such manner as hereinafter is mentioned limited expressed and declared of and concerning the same. Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the said intended marriage

200

and also of Five Dollars to the said Elizabeth S<sup>t</sup> John Ball  
in Lands paid by the said William T<sup>h</sup> Tucker and Charles S.  
Tucker, the receipt whereof is hereby acknowledged; and for  
divers other good causes and considerations heretofore  
specially moving, the the said Elizabeth S<sup>t</sup> Ball by and  
with the priority and consent of the said Charles Ball her  
intended Husband and testified by his being a party to and  
accepting these presents, hath granted, bargained, sold,  
aliened, released, conveyed and confirmed, and by these pres-  
ents, Doth grant, bargain, sell, alien, release convey and  
confirm unto the said William T<sup>h</sup> Tucker and Charles S<sup>t</sup> Tucker  
& the survivors of them his Heirs & Assigns All that Plantation  
or tract of lands situate lying and being on Johns Islands in the  
said State, containing three hundred and eighty Acres more  
or less and butting and bounding to the north on Becket  
Creek to the East on Lands belonging to the children of Archib-  
ald & Mary Ball deceased to the South on Lands belonging to  
Thomas C. Martin Esquire and to the West on Lands belonging  
to the said Thomas Martin also All that Lot piece or pa-  
cel of Land situate lying and being in the City of Charleston  
in the said State and containing in front on Friend Street  
in the said City Forty one feet more or less and in Depth  
One Hundred and forty one feet more or less and butting  
and bounding to the East on Friend Street aforesaid to the West  
on Lands belonging to Thomas Lownes Esquire to the South on  
Lands now or formerly the property of James Kennedy and  
to the North on a Lot of Land belonging to the Estate of Isaac  
Edwards deceased also all the proportion of the Estate of  
Michael Boomer deceased the grand father of the said Eliza-  
beth S<sup>t</sup> Ball to which she is now entitled since the death of the  
tenant for life the Widow of the said Michael Boomer by  
the will of her said grandfather, the said estate being not divided  
yet divided together with all and singular the Houses  
outhouses, buildings, fences, ways, paths, passages woods under  
woods, water, water courses, easements, commodities, em-  
bellishments, hereditaments, rights members and appurtenances  
whatsoever to the said Plantation or tract of Lands and to the said  
Lot of Land and to the said proportion of the real Estate of  
Michael Boomer deceased, belonging or in any wise  
pertaining all which said premises are now in the

205 act and professed of the said William B. Tucker and Charles J. Tucker by witness of a bargain and sale to them thereof made  
by the said Elizabeth St John Ball for one whole year in and  
by one Indenture bearing date the day next before the day of the  
declaration of war by force of the Statute of Limiting uses  
into professions) and the reservation made recited, remained  
and remained rents, issues and profits thereof and of every  
part and parcel thereof and that I do hereby further witness  
that for the considerations of money and for the maintenance of  
the said agreement the said Elizabeth St John Ball and with  
the privity and consent of the said Michael B. Ball her  
intended husband but testifying of record hath granted  
bargained and sold and by these present doth grant bargain  
and sell and in plain and open manner delivereth unto the  
said William B. Tucker and Charles J. Tucker the survivor  
of them three the following negro slaves that is to say, Tom  
Dicks, Abramah, Little Tom, Clarinda, Debbie, Debbie, London,  
Yellow Sam, Hagar, Sue, Toby, Diana, Paul, Aphoney,  
Runah, Little Paul, Kate, Dellaah, Black Sam, Harry,  
being twenty one in number and also thirty three head  
of cattle, a ten acre Boat and all the Household furni-  
ture and Plate belonging to her the said Elizabeth St. Ball  
mentioned and contained in a Schedule thereto hereunto  
annexed to have and to hold the said Plantation or tract  
of Land and the said Lot of Land and the said undivided  
portion of the Estate of Michael B. Broomer deceased, with  
their appurtenances and also the said negroes and other  
slaves with their future issue and increase of the said females  
and all and singular the other goods and chattels mentioned  
herein or contained in a Schedule thereto hereunto annexed and  
all and singular the Premises hereinbefore mentioned or meant  
and intended to be hereby granted, released and conveyed as  
aforesaid unto the said William B. & Charles J. Tucker of the  
survivor of them and his Heirs Executors administrators and  
assigns upon the special Trust and confidence nevertheless and  
bairn for the several uses intents and purposed herein and here-  
by intended to be made limited and declared of and con-  
cerning the same and as for and concerning the said sev-  
eral uses and trusts herein and hereby intended to be made  
limited and declared of and concerning the said real

and personal Estate of the said Elizabeth St. John Ball each & every of the Parties to this Agreement hath agreed that the same shall be held in the settled apparel and chattels in manner and form following that is to say In trust and to and for the proper use and behoif of the said Elizabeth St. John Ball her Executrix administrator and assigns until the solemnization of the said intended marriage and from and immediately after the solemnization thereof then On Trust to and for the sole and separate benefit & behoif of the said Elizabeth St. John Ball for and during the term of her natural life with full power and authority to receive and take the Debt, Goods and Profits therof during her natural life as her separate and distinct Estate in as full and ample a manner as if she were sole and unmarried without being subject to the Debt, Contracts, Engagements, Intermeddling and troubling Incumbrances of her said husband and from and immediately after the Death of the said Elizabeth St. John Ball In Trust for such persons and persons, use and uses, Estate and Estates and subject to such Limitations and agreements as the said Elizabeth St. John Ball by her last will and testament in writing or any instrument in writing purporting to be her last will and testament to be by her signed in the presence of three creditable witnesses direct him and appoint and in default of such direction Limitation or appointment then On Trust to and for the use and benefit and behoif of all and every the children or the child of the said Elizabeth St. John Ball who shall be living at the time of her death to be equally divided between them (if more than one) there and share alike as Tenants in Common and not as joint Tenants and if there be only one child living at her death then to the use & behoif of that one absolutely and the saids and assigns of such children or child forever Provided always and it is hereby intended and agreed by and between all the Parties to these presents That if the said Elizabeth St. John Ball shall be desirous and willing to sell and dispose of all or of any part of the said hereby granted and released and assigned Lands and Negroes and goods and chattels or other the promises and to buy out and invest the same in any other kind of property in such Case the said William B. Tucker and

207 Charles S. Tucker or the survivor of them and the heirs, executors and administrators of such survivors are hereby authorized and empowered to sell, convey, agree, transfer and let over all or any part of the said Estate Real and Personal as the said Elizabeth shall desire from time to time notwithstanding her conveyance by any writing under her hand or attested by her or more credible witnesses direct and apparent so that always as it is hereby expressly agreed and intended that none other Proceeds or property arising or coming from such sale or transfers shall be subject to bequeath and appurtenant and for and upon the same Trusts, uses and Intentions provided and Purposed herein before expressed and declared And the said Archibaldo S. Ball for himself his Heirs, Executors, Administrators and Assigns Both hereby jointly covenant promise and agree to and with the said Elizabeth S. Ball & to the said William B. Tucker and Charles S. Tucker and the survivor of them and his heirs, executors and administrators, that he the said Archibaldo S. Ball his Heirs, Executors, administrators and Assigns shall and will from time to time and at all times hereafter make do and execute or cause to be made done and executed all and every such further and other lawful and reasonable Act and Deed all matters or things, Deeds or Conveyances for the further better and more perfect conveying and assigning or assuring the said Real and Personal Estate herein mentioned as are contained unto the said William B. Tucker & Charles S. Tucker and the survivor of them to and for or upon them several Trusts, uses, intents and Purposes herein before expressed and declared of and concerning the same as shall be reasonably advised or required. In witness whereof the said Parties to these Presents have hereunto set their hands and sealed the Day and Year first above written. —

Signed Sealed and delivered in the presence of  
Sam'l Parker Sebastian Keeley

Elizabeth S. John Ball (S)

P. Ball (S)

W. B. Tucker (S)

Chas S. Tucker (S)

Schedule of Household Furniture chairs, tables, Bedsteads  
Bed Furniture &c also a Horse & Chair —

Samuel Parker being duly sworn made oath that he was present and saw Elizabeth S. John Ball, A. S. Ball, W. B. Tucker and Charles S. Tucker sign seal and deliver the within Instrument purporting for the uses and purposes therein mentioned and that he together with Sebastian Keeley witnessed the same sworn to before me the 13<sup>th</sup> Sept: 1813 Lyon Levy J. P. Recorded 13<sup>th</sup> September 1813

This indenture made the seventh day of September in the year of our Lord one thousand eight hundred & thirteen between Henry A. Moop of the State aforesaid Gentleman of the age first part Ann Goodbie Witch widow & Relict of Mr. William Witch deceased of the second part and A. Baynck of the third part Whereas Ann Goodbie Witch seised and possessed of an Estate in a plantation whereon the said Ann Goodbie Witch now liveth containing by a survey the 30<sup>th</sup> day of June in the year 1773 by William Main Esq<sup>r</sup> eleven hundred and thirty seven acres being and laying in Prince Williams Parish Beaufort district, on the banks of Saltwater river, And is also possessed of a lot of land in the town of Beaufort Originally granted to Allan M<sup>r</sup> D<sup>r</sup> Known by the lot No 347 in the original plan of the town of Beaufort, and is also possessed of the following negroes to wit. Did his daughter Amy, & Lydia & son Andrew, John Susan and his son Andrew Arch, & daughter Hannah fayre, his wife Cecilia & their daughter Bella, Maria, her daughter Ned & the latter son Anthony & Peggy Bella Major twenty head of cattle, one horse, & twenty five heads of hogs, and sundry house hold & Kitchen furniture; And where as a marriage is shortly to be had to be solemnized between the said Henry A. Moop and the said Ann Goodbie Witch Now this Indenture witnesseth that in consideration of the said intended marriage, and for and in consideration of the sum of five shillings Sterling money to the said Ann Goodbie Witch in hand paid by the said A. Baynck the receipt whereof is hereby acknowledged the said Ann Goodbie Witch by and with the consent of the said Henry A. Moop testified by his being a party to the sealing and delivery of these presents hath granted bargained and sold assigned transferred and set over unto the said A. Baynck his Executors or Executrix the above mentioned Estate real and personal &c &c to such uses and upon such trusts and to, and for such intents and purposes, and with and under such provisions limitations and agreements as are herein after mentioned expressed and declared of and concerning the same That upon the contract of said Marriage the said Henry A. Moop hath agreed that if the same shall take effect that then notwithstanding the said Marriage he the said Henry A. Moop his Executors Administrators or assigns shall not, nor will intermeddle with or have any right to let or interest

269 either in law or Equity in or to any of the Rents issues & profits of the lands  
above recited neither shall he the said Henry A Mop his Executors  
Administrators or assigns intermeddle with or have any right title or interest  
either in Law or Equity in or to the said negroes, stocks & furniture  
above mentioned neither shall he the said Henry A Mop his Executors  
Administrators or assigns intermeddle with or have any right title or interest  
either in law or Equity in a Suite now depending in the court of common  
pleas at Coosawatchie Beaufort district in which Ann Goodbie Vetch  
is Plaintiff and Mr Barnaby Branford Defendant, or in the Proceeds  
thereof should the negroes claimed by virtue of the said Suite ever be  
recovered, neither shall he the said Henry A Mop his Executors, ad  
ministrators or assigns intermeddle with or have any right title or interest  
either in law or Equity in any Legacy, or Legacies bequeathed to him which  
might at any future time hereafter fail to be the said Ann Goodbie  
Vetch, by will intestate or otherwise ways, but that the same shall  
remain & continue to the said Ann Goodbie vetch or to such uses as  
she shall think fit & appoint with the concurrence of the aforesaid  
a Buryek & his Executor or Executors. Now this indenture wit-  
- nepeth that for the making the said agreement effectual in law  
for preserving the rents profits & produce of the lands and for securing  
the negroes, cattle, Horse, Hogs & furniture, and their future  
increase and the proceeds of the female issue at Law, and the increase  
thereof of the Suite now depending V. M. Barnaby Branford, and  
also in the event of any Legacy by will bequeathed, intestate or otherwise  
to and for the separate uses of the said Ann Goodbie, and so that  
the same shall not be in the power of the said Henry A. and the  
said Henry A Mop doth for himself his heirs Executors Administra-  
tors & assigns covenant promise and agree to and with the said  
A Buryek and his Executor or Executors that notwithstanding the  
said intended marriage shall take effect, all the Rents issues and  
produce of the aforesaid lands, and also all the negroes there future  
issue and increase and emoluments and advantages to accrue  
from these labour & work also all the cattle, horse and hogs and  
their increase, furniture and the proceeds of the final issue at  
law and the increase thereof of the Suite now depending V. M. Barnaby Branford and also in the event of any Legacy by will  
bequeathed, intestate or otherwise, shall be accounted & reckoned as  
a separate and distinct Estate of and from the Estate of him  
the said Henry A Mop and be no wise liable or subject to  
him or to the payments of his debts & contracts, nor in any way annulled

to his control but that the same shall be at the entire and absolute disposal of the said Ann Goodbie with the concurrence of the said A Buycs and that the said separate and distinct Estate before declared collected for the said Ann Goodbie Be it as aforesaid and the produce and increase thereof shall be had held taken possessed, enjoyed by her the said Ann Goodbie妻 with for and during her natural life and after her decease should the said Henry A Mop survive her then to be equally divided to her to him Henry A Mop a child's portion, among her present children and future children should she be blessed with more, share and share alike as they shall become of age agreeable to the law of the land or day of marriage And, the <sup>said</sup> Henry A Mop for himself his heirs Executors administrators and assigns doth covenant promises and agree with the said A Buycs his Executors or Executrix, that if the same intended marriage shall take effect that then the said Henry A Mop shall & will permit and suffer the said Ann Goodbie妻 to manage & direct her said separate Estate with the concurrence of the said A Buycs his Executors or Executrix as she shall think fit, also will permit her to grant, convey, or dispose of her said separate Estate with the concurrence of the said A Buycs his Executors or Executrix as she shall think fit in her life time to any friend or persons whomever and that the person or persons to whom the said Ann Goodbie with the concurrence of the said A Buycs his Executors or Executrix shall grant or dispose of any, or the whole part of her said separate Estate as aforesaid shall quietly have, hold, occupy & enjoy the same with out any interrance or molestation of him the said Henry A Mop his Executors administrators or assigns also that it shall and may be lawfull for the said trustee his executors or Executrix at any time after the said intended marriage, to commence any suit at law or Equity in the name of the said Henry A Mop and Ann Goodbie Wife his intended wife for any sum or sums of money due or to grow due or accruing on her said separate Estate and that he will not discharge or release any debt, or debts, contract or contracts he now due to the said Ann Goodbie wife, or her separate Estate, without the separate consent of the said trustee, his executors or Executrix, first had and obtained under his, or their hands & seals and further that he the said Henry A Mop, shall and will from time to time and at all times after the said intended marriage shall take effect upon the reasonable request and at

271

the proper cost & charges of the Law of the saids A Buyccks his Executors & Executrix make do and execute, or cause to be made done and Executed all and every such further & other lawfull and reasonable Act & matter things conveinient & convenient for the better settling securing and perfecting the saids Separate Estate to the saids Ann Goodbie Witch according to the true intent & meaning of these presents, as by the said trustee his Executors or Executrix, shall be devised advised or required provided always, and it is the true intent and meaning of these presents, and of all parties thereto that he the said A Buyccks his Executors or Executrix shall and may from time to time reimburse pay and satisfy himself & themselves out of the saids Estate all necessary and reasonable charges as he, his Executor or Executrix shall sustain or be put to by the Reason of the present trust, nor be liable to make good any more of the saids Estate than what really and bona fide came in to his custody, Provided always and it is hereby declared to be the true intent and meaning of these presents and of all parties thereto that the said Henry A Mops his Executors, administrators shall from time to time & at all times hereafter be indemnify'd & saved harmless out of the Separate Estate of the said Ann Goodbie Witch of and from all manner of costs charges damages that he shall accrue & sustain by reason of his being made a party in any action or suit for recovering any part of the saids Separate Estate of the said Ann Goodbie Witch or being made a party in any receipt or discharge to be made given upon recovering any part of the saids separate Estate of the said Ann Goodbie Witch his intendet wife as aforesaid In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written - - - - - Henry A Mops (S) the word A Buyccks interlined in the - - - Ann G Witch (S) tenth line on the other side was done done A Buyccks (S) before the sealing and delivery of these presents Signed sealed and delivered in presence of us Jas. Dellet, H C Chanson A B. Dulany -

Personally appeared before me Jas. Dellet H C Chanson A B. Dulany who being duly sworn saith that they saw Henry A Mops Ann G Witch & A Buyccks sign the above instrument of writing and acknowledge the same to be their seal act and deed - Sworn to before me this

eight day of Sept 1818 David Barns S. J.  
Recorded 14<sup>th</sup> Nov 1813

This Indenture made this Thirteenth day of November in the year of our Lord one Thousand Eight hundred and thirteen Between Nathaniel Fair of Saint Pauls Parish in the State aforesaid planter of the one part and Catharine Blacklocke of the City of Charleston of the second part and William Blacklock and William Robertson of the State aforesaid of the Third part Whereas a marriage is shortly intended to be had and solemnized between the said Nathaniel Fair and the said Catharine Blacklock and whereas the said Catharine Blacklock stands bewed and professed in her own right of a certain Real and Personal Estate the latter consisting of negroes and other slaves herein after inventoried and brained And whereas as upon the treaty of and previous to the said intended marriage it hath been and is agreed by and between the said Nathaniel Fair and the said Catharine Blacklock that the Real and Personal Estate aforesaid of the said Catharine Blacklock should be by them granted and apnigned unto the said William Blacklock and William Robertson and the survivor of them and the heirs Executors and Administrators of such survivor upon the special trust and confidence nevertheless and to and for the several uses intents and purposes herein after limited expressed and declared of and concerning the same & Now this Indenture witnesseth that in pursuance of the said Agreement and in Consideration of the said intended marriage and also of five Shillings lawful money to the said Catharine Blacklocke in hand well and truly paid the receipt whereof is hereby acknowledged and for divers other good and sufficient causes had therunto moving the the said Catharine Blacklocke by and with the privy and consent of the said Nathaniel Fair her said intended husband testified by his being a party thereto and executing these presents hath granted bargained sold released and confirmed and by these presents doth grant bargain sells release and confirm unto the said William Blacklocke and William Robertson all that certain Lot of Land situate lying and being at Charleston near the City of Charleston aforesaid being part of a piece or parcels of land known and distinguished in the plan of Charleston by the number (120) one hundred and Twenty feet long and bounding Southwardly on the remainder of the said Lot, One hundred and twenty one feet nine inches

John Blacklock affixed under his Settlement 2 May 1811.

See Slaves Settlement Book No. 119.

273 or thereabouts Northwestwardly on Lot number (152) One hundred  
and fifty two, two hundred and eight feet thereof South East-  
wardly on Lot number (112) One hundred and nineteen Two hundred  
and Eight feet more & less and North eastwardly on Cummings Street  
One hundred and twenty feet more & less, a more particular description  
of said Lots is fully delineated, made at the aforesaid Survey  
by a Plan of Charleston; and recorded in the office of the Secretary of  
State in Charleston aforesaid, and for greater certainty to which refer-  
ence is hereby made, Together with all and singular the hereditam-  
nights members and appurtenances whatsoever to or upon the said Lot  
of Land standing being belonging or in any wise incident or appertain-  
ing and the reversion and reversions, remainder and remainders, rents  
issues and profits thereof and every part and parcel thereof with the  
Appurtenances and also all the Estate, title right Interest property claim  
and demand whatsoever of her the d<sup>r</sup>d Katharine Blacklock of in law  
to all and singular the aforesaid promises To have and to hold the  
aforesaid Lot of Land hereby intended to be released unto the said  
William Blacklock and William Robertson their heirs and assigns  
to and for the several uses intents and purposes herein and hereby  
intended to be made and declared of and concerning the same —

And thus Indenture further witnesseth that in pursuance of the  
aforesaid agreement, and in consideration of the said intended  
marriage and also of five shillings lawful money to the said Katharine  
Blacklock in hand paid by the said William Blacklock and  
William Robertson the receipt whereof is hereby acknowledged, and  
for divers other good and sufficient causes hereto moving the  
the said Katharine Blacklock by and with the privy and consent  
of the said Nathaniel Farr her said intended husband testifies  
by his being a party hereto and executing these presents hath granted  
bargained and sold and by these presents doth grant bargain and  
sell and in plain and open market delivered unto the said William  
Blacklock and William Robertson the following Negro slaves namely  
Rosetta with her three children named Frank, Violet and Mary  
together with the future issue and increase of the females To  
have and to hold the said Negro Slaves with their increase  
unto them the said William Blacklock and William Rob-  
ertson and the survivor of them and the Executors and administrators  
of such survivor upon the special trust and confidence nevertheless  
and to and for the several uses intents and purposes herein and  
hereby intended to be made limited and declared to be of and concern-

275

374 in the same, and each and every of the parties to this Indenture  
have agreed that the same and every part and parcel thereof shall  
be limited settled and apportioned in manner following that is to say  
To the use benefit and behoof of the said Nathaniel Farr during  
the joint lives of the said Nathaniel Farr and Katharine  
Blacklock his intended wife and in case the said Katharine  
Blacklock should die in the life time of the said Nathaniel  
Farr leaving spouse one or more of the said Marriage living at the  
time of his death then from and immediately after such her  
death In trust to permit and suffer the said Nathaniel Farr  
to have receive and take the rents Spouse and profits thereof  
and every part and parcel thereof, for and during the term of his  
natural life, and from and immediately after such his death  
In Trust to be equally divided among the children of the said  
Marriage if more than one, share and share alike each ones share  
to be paid and delivered as he or she shall attain the age of Twenty  
one years or day of Marriage which ever shall first happen and  
if there be but one child of the said Marriage then to that child  
absolutely forever But in case the said Nathaniel Farr should  
die in the life time of the said Katharine Blacklock his intended  
wife leaving spouse one or more at the time of his death then from  
and immediately after such his death In Trust to be equally  
divided between and among the said Katharine Blacklock  
and such child or children share and share alike the said  
Katharine Blacklock to have take and hold her share or parts  
to her and to her heirs Executors Administrators and assigns forever  
and as to the share or shares which shall aforesaid ensue and  
belong to such child or children In Trust to permit and  
suffer the said Katharine Blacklock for and during the term  
of her natural life to have receive and take to herself the rents  
Spouse and profits thereof and every part and parcel thereof  
and from and immediately after the death of the said Katharine  
Blacklock In Trust to divide pay over and deliver to the said  
Children if more than one, as they shall severally and separately  
attain the age of Twenty one years or on the day of Marriage which  
ever shall first happen his her or their share and portion according  
to the true intent and meaning of these presents But if  
at the time of the death of the said Nathaniel Farr or Katharine  
Blacklock which occurs shall first happen there should be no  
spouse of the said Marriage living then from and immediately

275 after such death leaving no lawful issue of the said marriage  
trust to pay and deliver over all and every part of the Estate or premises  
personal herein and hereby settled unto the said Nathaniel Farr and  
use of the survivor of them the said Nathaniel Farr and Catharine  
Blacklock, to have and to hold  
or her heirs Executors Administrators and successors and to his  
successors and it is also agreed  
between the said parties to these presents that  
the said William Robertson and the  
survivor of them and to his  
successors and heirs Executors Administrators and successors of such sur  
vivor at any time & time  
Marrage, and they are  
hereby authorised and required, notwithstanding  
standing any of the uses and Estates & limitations, herein before limited  
declared and contained at the request and by the direction of the said  
Nathaniel Farr and Catharine Blacklock, or the survivor of them  
testified in writing, to make sale and dispose of all or any part or parts  
of the said Real and Personal Estates and premises herein before by these  
presents granted and released with the appurtenances thereto belonging to  
any person or persons and his her or their heirs Executors Administrators and  
aprons for such price or prices as to them the said Nathaniel Farr and  
Catharine Blacklock or the survivor of them shall seem reasonable  
and for the end or purpose of making any such sale or disposition it  
shall and may be lawful to and for the said William Black  
lock and William Robertson and the survivor of them and the heirs  
Executors Administrators and aprons of such survivor by any deed or  
deeds with the consent and approbation of the said Nathaniel  
Farr and Catharine Blacklock or the survivor of them testified  
as aforesaid to revoke annul determine and make void all and  
every of the uses and Estates, Limitations, Provisions and agreements  
herein before limited declared and contained of and concerning the  
several premises hereby granted and released as aforesaid or such of  
them as shall be so sold or disposed of and by the said or any other  
deed or deeds to appoint and convey the said premises or any of them  
whereof the uses shall be so revoked unto such purchaser or purchasers  
as aforesaid and to his her or their heirs and aprons respectively. Provi  
ded Nevertheless and it is hereby also declared and agreed by each and  
between the said parties to these presents that when all or any part or parts  
of the said premises shall be sold in pursuance of these presents all  
and every sum and sum of money which shall arise by such sale or sales  
shall with all convenient speed be laid out and disposed of by them

277 pres  
Seal  
proof  
Mean  
Swo

10

276 the said William Blacklock and William Robertson or the survivor of them or the heirs Executors administrators or assigns of such survivor in such manner and on such securities as they or either of them shall or may be directed in writing by the said Nathaniel Farr and Catharine Blacklock and the survivor of them to remain settled and apnised to such and the same uses intents and purposes and subject to such and the same powers provisions and agreements as are in and by these presents limited expressed and declared And it is hereby also declared and agreed that it shall and may be lawful for the said Nathaniel Farr and Catharine Blacklock or the survivor of them at any time or times after such sale to tender to the said William Blacklock and William Robertson or the survivor of them or the heirs Executors administrators and assigns of such survivor any other clear and unincumbered estate real or personal in lieu of the sum or sums of money which shall arise by such sale or sales which said Estate real or personal shall be conveyed settled and apnised to the same uses intents and purposes and subject to the same powers provisions and agreements as are in and by these presents limited expressed declared and contained of and concerning the said premises hereby made saleable as aforesaid or as near thereto as the death of the parties and other contingencies will then admit of And lastly the said Nathaniel Farr for himself his heirs Executors administrators and assigns doth by these presents covenant and agree to and with the said William Blacklock and William Robertson and the survivor of them and the heirs executors and Administrators of such survivor that he the said Nathaniel Farr his heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request of them the said William Blacklock and William Robertson or the survivor of them or the heirs Executors Administrators or assigns of such survivor make do and execute or procure to be made done and executed all such further and other reasonable and lawfull acts and deeds in the Law for the corroborating and confirming these presents In witness whereof the said parties to these presents have hereunto set their hands and seals on the day and in the year first above written — Nathaniel Farr (P) Sealed and Delivered Catharine Blacklock (P)

On the presence of

James D Sommers Richd G Maring —  
James D. Sommers being duly sworn made oath that he was

day of  
thru  
the o  
Edu  
perm  
by an  
from  
proper  
move  
Mail  
Open  
by he  
well  
Ghar  
the d  
Devil  
of cer  
Sister  
had n  
agree  
said  
marr  
a par  
that  
the &  
after  
and  
both  
said  
had  
the c  
with

277 present and saw Nathaniel Fox and Nathaniel Blacklock sign  
and deliver the within Instrument of writing for the uses and  
purposes therein mentioned and that he together with Richd D G.  
Housing witnessed the same — James D Sommers  
Sworn to before me this 19<sup>th</sup> December 1813 S. P. Nelson 2 U.S.

Received 19<sup>th</sup> November 1813

South Carolina.

This Indenture tripartite made this nineteenth

day of March in the year of our Lord one thousand eight hundred and  
thirteen Between Elizabeth Catharine Wolff of Charleston Spinster of  
the one part; Edwards Thwing of Charleston of the second part and  
Edward Power of the same place of the third part. Whereas by divine  
permission as marriage is intended shortly to be had and solemnized  
by and between the said Elizabeth Catharine Wolff and the said Edward  
Power. And whereas the said Elizabeth Catharine Wolff is descended  
and possessed in her demesne as of fee of in and to a certain undivided  
moiety or half part of a certain lot piece or parcel of land situate in  
Maiden Lane in the City of Charleston formerly the property of John  
Eberly deceased and bequeathed to the said Elizabeth Catharine Wolff  
by her deceased father John Frederick Wolff as by reference to his last  
will and testament duly recorded in the office of the Ordinary of  
Charleston district will more fully and at large appear. And whereas  
the said Elizabeth Catharine Wolff is entitled as one of the Coheirees  
Devisees or legatees of her deceased father to the remainder and remainder  
of certain parts or portions of certain other pieces and parcels of land  
situate in Charleston aforesaid now in the possession and occupancy of  
her mother Margaret Thwing. And Whereas it hath been mutually  
agreed by and between the said Elizabeth Catharine Wolff and the  
said Edward Power before the solemnization of the said intended  
marriage of which is now fully attested by the said Edward Power becoming  
a party hereto and signing sealing and delivering these presents  
that all and singular the estate and property real and personal of  
the said Elizabeth Catharine Wolff of which she hath or may here  
after have or claim at law or in equity shall be fully conveyed settled  
and apured to the sole and separate use of her the said Elizabeth  
Catharine Wolff during the term of her natural life in case the  
said marriage should take effect to be by her solely and separately  
had held used and enjoyed notwithstanding her coverture without  
the controul or interference of her said intended husband and  
without being subject to his debts or engagements. Now to the

279

278 end to carry into full effect ~~engagements~~ and well and suffi-  
ciently to ensure the said agreements This Indenture wit-  
herself that she the said Elizabeth Catharine Wolff by and  
with the assent and concurrence of her said intended husband  
for and in consideration of the premises and for the further con-  
sideration of five dollars to her in hand well and truly paid  
at and before the sealing and delivery of these presents by the  
aforesaid Edward Thwing / the receipt whereof is hereby acknow-  
ledged / hath granted, bargained sold aliened released and  
confirmed, and by these presents doth grant bargain sell alien  
release and confirm to the said Edward Thwing his heirs and  
assigns One undivided moiety of all that lot, piece or parcel of  
land situate lying and being in Maiden Lane in the City of  
Charleston containing altogether in the whole lot      feet in  
depth and      feet in width formerly the property of John  
Early deceased and lately the property of her deceased father  
John Frederick Wolff with all and singular the hereditaments  
and appurtenances thereto belonging or in any wise appertaining  
and the remainder and remainderless, yearly and other rents issues  
and profits of all and singular the said premises. And all the  
Estate right title interest use trust or claim in law or in equity  
of the said Elizabeth Catharine Wolff of or to the premises, or  
any part or parcel thereof. And also all her estate of inheritance  
in proportion, reversion and remainder together with all her rights  
titles and interests which are or may be claimed and ascertained  
under and by virtue of the last Will and testament of her deceased  
father John Frederick Wolff. To have and to hold all and  
singular the premises herein before mentioned to be hereby granted  
and released and every of them and every part and parcel thereof  
with their and every of their appurtenances to him the said Edward  
Thwing his heirs and assigns for ever To and for the several uses  
intents and purposes and with and under and subject to the several  
powers provisions, limitations and agreements herein after declared  
and expressed of and concerning the same That is to say To the  
sole and separate use benefit and behoof of her the said Eliza-  
beth Catharine Wolff notwithstanding her said coverture from  
and immediately after the solemnization of the said intended  
marriage then and from thenceforth to be by her solely and  
separately used held and enjoyed for and during the term of her  
natural life. To permit and suffer her to take to herself hold

279

use occupy propety and enjoy all and singular the premises and the yearly  
and other rents issues and profits thereof without impeachment of or  
for any manner of waste and that free from the interference and control  
debt or engagements of her said intended husband during the said  
Covenant and that as fully and perfectly as though she were discreet  
And from and after the decease and termination of the natural  
life of her the said Elizabeth Catharine Wolf then In trust to and  
for the use of the child or children of the said Elizabeth Catharine  
Wolf lawfully begotten, if there shall be more than one, and if any  
such child or children shall depart this life during the life time of the  
said Elizabeth Catharine Wolf leaving issue lawfully begotten,  
then and in such case the said issue shall represent the parent  
and take the share intended for such deceased child or children  
to hold as tenants in common share and share alike, to them and  
their heirs and assigns forever But if there be only one child of the  
said Elizabeth Catharine Wolf living at the time of her death, and  
no issue of any other child previously deceased, then the aforesaid  
premises hereby intended to be released and confirmed, to be to the  
use of the said Child, whether male or female and his or her heirs  
and assigns forever - And this Indenture further testifying  
that in consideration of the said intended marriage and in further  
consideration of the sum of One dollar to her in hands paid at  
and before the sealing and delivery of these presents by the said Edward  
Thwing, the receipt whereof is hereby acknowledged She the said Elizabeth  
Catharine Wolf, by and with the consent of her intended husband  
testified by his being a party thereto, hath bargained sold assigned  
transferred and set over and by these presents doth bargain sell  
assign transfer and set over, all and every the sum and sums of  
money, negroes debts dues or demands whatsoever which she the said  
Elizabeth Catharine Wolf is or may be in her own right or otherwise  
entitled to under and by virtue of the said will and testament of  
her deceased father and all the rights titles interests property claim  
and demands whatsoever which she has or may have at Law or in  
equity out of the property or assets of her father's Estate To the  
said Edward Thwing, his Executors Administrators and assigns

To have and hold take and receive the said sum and sums of  
money, debts and negroes hereby assigned or intended so to be and  
every part thereof respectively In trust to and for the uses intents  
and purposes herein before expressed and fully and particularly  
declared and set forth. And the said Edward Thwing for

280 himself his heirs Executors and administrators doth hereby covenant  
promise and agrees bound with the said Elisabeth Catharine Wolff  
her Executors administrators and assigns to do perform and execute  
from time to time all such reasonable acts and deeds in law and  
in equity as may be necessary and expedient for the fully carrying  
into effect the foregoing agreement — In witness whereof the  
parties to these above have hereunto interchangeably set their  
hands and affixed their seals this twentieth day of March in the  
year of our Lord eighteen hundred and thirteen and of the Inde-  
pendence of the United States of America the thirty seventh

John Strohecker being duly sworn made oath that he was present and saw E Powers & C Wolf and C. Thwing sign seal and deliver the within Instrument of Writing for the uses and purposes therein mentioned and that he together with G W. Thwing witnessed the same —  
Sworn to before me the 23<sup>rd</sup> Novr 1813 J. S. Nielsen 2. 26.

The State of South Carolina

This Indenture made the third day of  
August in the year of our Lord One thousand eight hundred  
and thirteen and in the thirty eighth year of the Sovereignty  
and Independence of the United States of America Between  
Sarah Toomer of Saint Peters parish in the district of Beau-  
fort in the State aforesaid widow, of the first part Benjamin  
Brooks of Robertville in the parish and district aforesaid Member  
of the Second part and Thomas Polkhill Junior and Elias Gaudon  
of the same parish and district Planters of the third part. Whereas  
the said Sarah Toomer is entitled to an undivided share or portion  
of in and to a certain Tract of Land Six negro Slaves and other  
property coming to her from the Estate of her late Husband Thomas  
P. Toomer deceased. And whereas a Marriage is by Gods permission  
intended to be shortly had and solemnized between the said Benja-  
min Brooks and the said Sarah Toomer. And whereas in  
prospect and consideration of the said intended Marriage It  
hath been agreed by and between the said Benjamin Brooks and  
the said Sarah Toomer that the said undivided share or  
portion of the said Land and six negro Slaves together with

the future Spouse and increase of the female and other property shall be settled, conveyed and disposed of to such uses, upon such trusts, and to and for such uses intents and purposes as and herein after mentioned express'd and declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the said Intended Marriage, and also in the further consideration of the sum of Two Dollars to the said Sarah Toomes in hands at and before the sealing and delivery of this presents, well and truly paid by the said Thomas Polhill Junior and Elias G. Faudon, the receipt whereof is hereby acknowledged. She the said Sarah Toomes by and with the Privy, consent and approbation of the said Benjamin Brooks, her intended Husband (testified by his being a party to and signing and sealing these presents) hath granted bargained sold assigned transferred and set over and by these presents doth grant bargain sell assign transfer and set over unto the said Thomas Polhill Junior and Elias G. Faudon and the survivor of them their Executors Administrators and assigns all that third part or share of in and to a certain Plantation or Tract of land situate at Port Royal Ferry, being an undivided Tract of land belonging to the Estate of the said Thomas P. Toomes, having such shape form and marks as are delineated in a platt thereof taken by Keyes Kitch Roberts on the Eighteenth day of August One Thousand eight hundred and eight together with one third of the following negroes to wit Joe, John, May Peter and Henry, as also such other property as may belong to her from the Estate of the said Thomas P. Toomes. To have and to hold the aforesaid Third or undivided share or portion of the aforesaid Tract of land and premises, Negro Slaves, and other property coming to the said Sarah Toomes as aforesaid unto the said Thomas Polhill Junior and Elias G. Faudon and the survivor of them, their Executors Administrators and assigns for ever upon such Trusts nevertheless, and to and for such uses intents and purposes as and herein after express'd and declared of and concerning the same, that is to say, In Trust for the said Sarah Toomes her Executors Administrators and assigns until the solemnization of the said Intended Marriage, and from thence immediately after the solemnization thereof, Then in Trust that they the said Thomas Polhill Junior and Elias G. Faudon and their Executors, Administrators and assigns do and shall permit and suffer the said Sarah Toomes and her assigns, to have hold occupy possess and enjoy all the share or portion of the said

282 undivided Real and Personal Estate as aforesaid for and during the term of her natural life but so as the same shall not be subject or liable to the debts Contracts, or engagements of the said Benjamin Brooks her intended husband, and from and immediately after the death of the said Sarah Turner Then In Trust for all and singular the Child or Children of the said Benjamin Brooks and the said Sarah Turner his Intended Wife as well daughters as Sons as Tenants in common and not as Cointenants to them their heirs and assigns forever and in default of all such Issue Then it shall and may be lawful to and for the said Sarah Turner notwithstanding her Coverture, and as if she were a feme sole, and she is hereby empowered by any deed or instrument of writing purporting to be her last Will and Testament duly executed in the presence of three credible Witnesses to give and dispose of the aforesaid Property to such person or persons and in such manner as she may think proper. And it is hereby mutually covenanted promised and agreed between all the parties to these presents that it shall and may be lawful to and for the said Thomas Polhill Junior and Elias G. Sandon their Executors Administrators or assigns in a division or Settlement of the said Estate of the said Thomas P. Turner on receiving any Money therefrom which shall become to the said Sarah Turner as aforesaid to lay out the same in such property as she may think proper to be subject to the aforesaid Trusts And it is hereby further mutually covenanted and agreed by and between all the parties to these presents that it shall and may be lawful to and for the said Thomas Polhill Junior and Elias G. Sandon and the survivor of them their Executors Administrators or assigns to sell and dispose of all or any part of the aforesaid Property and to take the money arising therefrom and lay out the same in the purchase of other property or vest it in such Funds as may be most advisable the consent of the said Sarah Turner being first had in writing to that effect which said property to be purchased or Funds, shall be subject to the sume limitations Trusts and provisions as aforesaid and such Conveyances to be executed for securing the same agreeable to the true intent and meaning of these presents In Witness whereof the parties aforesaid to these presents have here unto set their hands and seals dated the day and year first above written - Benjt. Brooks (S) Sarah Turner (S) Thomas Polhill (S) Elias G. Sandon (S)

Sealed and delivered in the presence of us John Robert  
H. A. Boyd Jas. B. Faudon —  
Beaufort district St. Peter Parish

Personally appeared before me J D Faudon one of the Justices  
appointed Jas B. Faudon Esq: who being duly sworn deposes that he saw  
Benj<sup>n</sup> Brooks Sarah Toombs Thos. Polhill Jr: & Elias G Faudon  
acknowledged sign seal & deliver the within Instrument & that John  
Robert & H A Boyd did subscribe as witnesses thereto —  
Sworn to before me this 4<sup>th</sup> August 1813 J D. Faudon J P.  
Recorded 30<sup>th</sup> Nov: 1813

The State of South Carolina ✓  
This Indenture made the day

of In the year of our Lord, one thousand eight hundred and  
thirteen Between Samuel Britton of the City of Charleston of the one  
part and Elizabeth Rodgers Spinster of the same place of the second  
part and John Baker Rodgers of the same place of the third part —

Whereas a marriage by Gods permission is shortly to be had and solemn-  
ized between the said Samuel Britton and the said Elizabeth  
Rodgers. And Whereas the said Elizabeth Rodgers at the time of  
executing these presents is prospectively entitled unto in her own  
right a personal estate consisting of a certain negro wench Slave named  
Lisette And Whereas upon the treaty of the said marriage it hath  
been and is agreed upon between the said Samuel Britton and  
Elizabeth Rodgers that the said Negro Slave above named together  
with the future issue and increase of the said Slave, shall be by her  
the said Elizabeth Rodgers, bargained sold, assigned set over and  
vested in and to the said John Baker Rodgers his Executor Ad-  
ministrators and assigns to for and upon the several trusts, intents  
and purposes hereinafter mentioned, limited and declared of and  
concerning the same Now this Indenture witnesseth that in  
pursuance of the said intended agreement and in consideration of

the said intended marriage and also in further consideration of  
the sum of Five dollars to her the said Elizabeth Rodgers well  
and truly paid by the said John Baker Rodgers at and before  
the sealing and delivery of these presents (the receipt of which is  
hereby acknowledged) and for divers other good causes and con-  
siderations thereunto especially moving, she the said Elizabeth  
Rodgers by and with the consent, assent and approbation of  
him the said Samuel Britton, her intended husband

284

testified by his being made a party to and signing and sealing  
these presents (which he doth in consideration of the said intended  
marriage) hath granted bargained and sold and by  
these presents doth grant bargain and sell unto the said  
John Baker Rodgers the said negro wench slave named  
Dinette together with the future issue and increase of the  
said Slave: To have and to hold the said negro slave  
together with the future issue and increase of the said slave  
unto the said John Baker Rodgers his executors Administrators  
and assigns; In trust, nevertheless to for and upon the several  
uses intent and purpose, and subject to the several provisions and  
conditions hereinafter mentioned expressed and declared of and  
concerning the same and for no other uses intent or purpose what  
soever, That is to say, In trust to and for the use benefit  
and behoof of the said Elizabeth and her heirs Executors ad  
ministrators & assigns until the solemnization of the said intended  
marriage, and from and immediately after the solemnization  
thereof In trust, to and for the use benefit and behoof of  
the said Samuel Britton and Elizabeth Rodgers for and dur  
ing their joint and natural lives, and from and after the death  
of the said Elizabeth Rodgers if she should die before the  
said Samuel Britton, leaving issue of her body by the said  
Samuel Britton begotten, of this marriage then In trust  
to and for the use benefit and behoof of such Child or Children  
if more than one his her or their Executors Administrators & assigns  
for ever share and share alike But in default of such issue  
or should the same die before attaining the age of twenty one years  
or day of marriage then to and for the uses benefit and behoof  
of him the said Samuel Britton, free and discharged of and  
from all further and other trusts whatsoever But in case it  
should so happen that the said Samuel Britton should die  
before the said Elizabeth Rodgers his said intended wife.  
leaving issue upon the body of the said Elizabeth Rodgers be  
gotten next in such case, In trust to and for the use benefit  
and behoof of the said Elizabeth Rodgers, for and during the  
term of her natural life, and from and after her death, In  
trust to and for the use benefit and behoof of such child  
or children their Executors Administrators & assigns forever —  
Provided always and it is hereby expressly declared and  
agreed upon by and between all and every of the parties to

285 there presents that in case it shall hereafter appear to the said  
Samuel Britton and Elizabeth Rodgers or to the survivor of them  
to be most conducive to the interest advantage & convenience of the  
said Samuel Britton or Elizabeth Rodgers, that the said negro  
slave with her future issue and increase should be sold and the  
monies arising from such sale be placed out at interest, or that  
other slave or slaves be purchased in lieu thereof that it  
shall and may be lawful to and for the said Samuel Britton  
and Elizabeth Rodgers with the said John Baker Rodgers  
during their coverture by their joint deed, or by the survivor of  
them the said Samuel Britton and Elizabeth Rodgers, by  
his or her sole deed properly executed; sell and dispose of the  
said negro wench slave & her future issue and increase and the  
property so purchased in lieu thereof to be conveyed unto the  
said John Baker Rodgers his executors or administrators upon  
the same conditions trusts and limitations as are contained in this  
deed. In witness whereof the said parties to these presents have  
hereunto interchangeably set their hands and affixed their seals  
at Charleston on the day and in the year first above written -  
Sealed and delivered

In the presence of

Maurice Simons Jr.

Maurice Simons Jr. being duly sworn made oath that he was  
present and saw Sam Britton Elizabeth Rodgers and John B.  
Rodgers sign seal and deliver the within instrument of writing  
for the uses and purposes therein mentioned and that he witnessed  
the same

Maurice Simons Jr.

Sworn to before me this 4<sup>th</sup> dec<sup>r</sup> 1813 J. P. Neilson 2 U.S.

Recorded 11<sup>th</sup> dec<sup>r</sup> 1813

South Carolina ✓

This Indenture To partite made the twenty fifth day  
of June in the year of our Lord one thousand eight hundred and  
twelve and in the Thirty sixth year of American Independence  
Between Margaret Heathman of Charleston in the State aforesaid  
Spinster of the first part, John Henry Margaret of Charleston aforesaid  
Blacksmith of the second part, and Charles Christian Phillips also  
of Charleston Butcher of the third part. Whereas a marriage  
by Gods permission is intended shortly to be had and solemnized  
by and between the said Margaret Heathman and the said John  
Henry Margaret And whereas the said Margaret Heathman at the

286 time of the executing of these presents is lawfully entitled to a part  
share or proportion of the Real Estate of her father George Neithamer  
deceased, consisting of a moiety or half part of two Lots of lands  
hereinafter more particularly described. And whereas upon the treaty  
of and previous to the intended marriage aforesaid it hath been  
and is agreed by and between the said Margaret Neithamer and  
John Henry Charnet that the said undivided moiety of the  
said two Lots of Lands of the Estate of the said George Neit-  
hamed deceased, to which the said Margaret Neithamer is en-  
titled, shall be by her granted, bargained sold, released and  
assigned to and vested in him the said Charles Christian Philips  
his Executor, Administrator and assignee upon the special trusts  
and confidence; and to and for the several uses intents and  
purposes hereinafter mentioned, limited, expressed and declared  
of and concerning the same - Now this Indenture witnesseth  
and know all men by these presents that in pursuance of the  
said agreement, and in consideration of the said intended  
Marriage and also of one Dollar to the said Margaret Neithamer  
in hand paid, the Receipt whereof is hereby acknowledged  
and for divers other good and sufficient causes and considerations  
her thereunto specially moving, she the said Margaret Neithamer  
by and with the privity and consent of the said John Henry  
Margaret her intended husband, testified by his being a party  
to and executing these presents, hath granted, bargained sold  
alined released, conveyed and confirmed and by these presents  
doth grant, bargain sell, alien release, convey and confirm unto  
the said Charles Christian Philips and to his heirs Executors Ad-  
ministrators and assigns One full and undivided Moiety or half  
part of All that piece or part of a Lot of Lands in Ansonburgh  
situate lying and being on the East side of a Street called  
Meeting Street continued containing in front on the said Street  
thirty three feet and in depth back from the said Street One  
hundred and thirty seven feet, Butting and Bounding to the  
South on land of Benjamin Huges Esquire to the East on land  
of the late General Shoutts to the South on land of the late  
Boyes and to the West on the street aforesaid And also one full  
undivided Moiety or half part of All that other Lot piece or  
parcel of land, situate lying and being on the West side of  
Spring Street in the Village of Washington measuring and  
containing in front on said street from north to south, One

hundreds and thirty five feet from East to West on the South boundary  
 thereof Four hundred and fifty one feet from South to North on the  
 West boundary thereof to Huged Street, Two hundred and forty feet  
 then from West to East in front on Huged Street One hundred and  
 five feet then running Southwardly Two hundred and ten feet, then  
 running Eastwardly One hundred and five feet, then running North  
 wardly One hundred and five feet, and then running Eastwardly to  
 King street aforesaid Two hundred and ten feet, be the lesser  
 two dimensions a little more or less Butting and Bounding to the  
 East on King Street aforesaid to the South on lands of Mary L.  
 Hailes, to the west on lands of the Estate of Mitchell, to the  
 North partly on Huged Street and partly on lands of Jacob Boyed  
 To have and to hold the undivided moiety or half part of the said  
 two Lots of lands, to which the said Margaret Neitham is entitled  
 unto him the said Charles Christian Phillips, his Executors Adminis-  
 trators and assigns forever upon the Special Trust and Confidence  
 Nevertheless and to and for the several uses and Trusts herein and hereby  
 intended to be made, limited and declared of and concerning the same  
 and as for and concerning the said several uses and Trusts herein  
 and hereby intended to be made limited respects and declared  
 of and concerning the same, each and every of the parties to this  
 Indenture hath agreed that the same shall be limited settled  
 and apportioned in manner following that is to say In Trust and to  
 and for the said Margaret Neitham, her Executors, Administrators  
 and assigns until the solemnization of the said intended Marriage  
 And from and after the solemnization thereof, then in Trust and  
 Confidence that he the said Charles Christian Phillips, his heirs  
 Executors, Administrators and assigns shall and do from time to time  
 and during the joint lives of the said John Henry Margaret and  
 Margaret Neitham pay and dispose of the said yearly  
 Interest Rents, Profits, Income and produce of the undivided moiety  
 or half part of the said two Lots of lands as the same shall from  
 time to time arise, and be received unto such persons and persons  
 and to and for such uses and purposes and in such parts or propor-  
 tions as the said Margaret Neitham shall from time to time  
 notwithstanding her Concurrence, by any Note or writing under her hand  
 direct and appoint to the intent that the same may not be subject  
 or liable to the contractual debts or Engagements of the said John Henry  
 Margaret her intended husband but only at her own disposal  
 and in default of and until such direction and appointment

to the proper hands of her the said Margaret Keithnames otherwise dooms shall permit and suffer her to receive and take the same to and for her own sole and separate use and disposal, whose receipts alone of her hands without the said John Henry Margaret her intended husband, shall from time to time notwithstanding her Coverture be sufficient discharge to the person or persons, who shall so pay the sum, or for so much thereof as such receipt shall be given for. And from and immediately after the death of the said John Henry Margaret if the said Margaret Keithnames shall survive him then in trust and confidence that he the said Charles Christian Phillips, his heirs Executors and Administrators do and shall well and truly permit and suffer the said Margaret Keithnames to have the use occupation and enjoyment of the said trust Estate and to Receive the Income Proceeds and profits arising upon or proceeding therefrom to her own proper use benefit and behoof for and during the term of her natural life without any restraint controul or interruption of the said Trustee his heirs Executors or Administrators. And from and immediately after the death of the said Margaret Keithnames if the said John Henry Margaret shall survive her, then in trust and confidence that he the said Charles Christian Phillips, his heirs, Executors and Administrators do and shall well and truly permit and suffer the said John Henry Margaret to have the use occupation and enjoyment of the said Trust Estate and to receive the income, proceeds and profits arising upon or proceeding therefrom to his own proper use benefit and behoof for and during the term of his natural life without any restraint controul, or interruption of the said Trustee his heirs Executors or Administrators. And upon the death of the said John Henry Margaret and Margaret Keithnames then in Trust to and for the use benefit and behoof of the issue of their Marriage. To hold the said Trust Estate to such issue if more than one to them their Executors Administrators and assigns forever and if but one then to him or her his or her heirs Executors Administrators and assigns for ever and if but one then to him or her his or her heirs Executors Administrators and assigns ~~and~~ <sup>and</sup> free from and without any other trust whatever

And it is expressly declared by and between the parties to these presents that in case the said John Henry Margaret and Margaret his wife, should happen to die without issue or such issue should die all in minority and unmarried during the life time of his or her surviving parent then upon this justes Trust and confidence, that he the said Charles Christian Philips his heirs Executors and Administrators do and shall permit and suffer the survivor of them, the said John Henry Margaret and Margaret his wife as the case may happen to have occupy possess and enjoy all and singular the saids Trust Estate to hold the same unto such survivor his or her heirs Executors Administrators and assign fully and absolutely forever acquitted and discharged of and from all further Trust Confidence, Limitation or appointment in any wise howsoever. And it is hereby further declared and agreed by and between the said parties to these presents, that in case the said Margaret Neithamer shall be minded or willing at any time or times during her Coverture or whether she shall be sole or married to sell and dispose of all or any part of the said Lands and Tenements or other the premises, and to convert the same into money, in such case it shall and may be lawful to and for the said Margaret Neithamer notwithstanding her coverture, and whether she be sole or married to sell and dispose of all or any part of the said Trust Estate to such person or persons, and for such price and prices as she shall think fit and convenient. And the said Charles Christian Philips doth hereby covenant promise and agree to and with the said Margaret Neithamer that he the said Charles Christian Philips, his heirs Executors Administrators and assigns, shall and will assign transfer and dispose of all and every the said Trust Estate and every or any part thereof to such person and persons and to and for such uses purposes and Estates as she the said Margaret Neithamer shall from time to time notwithstanding her Coverture by any writing or writings under her hands and seals attested by two or more credible witnesses direct or appoint so always and it is hereby agreed that the monies arising by or from such sale and disposal of the securities for the same shall be from time to time settled and apportioned and be for the same uses intents and purposes and subject to the same provisions and agreements as are herein before mentioned and declared of and concerning the saids Trust Estate. And the said John Henry Margaret

291

290 for himself his heirs, Executors, and Administrators, doth by  
these presents covenant promise and agree to and with the  
said Charles Christian Phillips, his heirs, Executors, Adminis-  
trators and assigns, that he the said John Kenny Margaret  
his heirs Executors and administrators shall and will from time  
to time and at all times hereafter upon the reasonable request  
of the said Charles Christian Phillips, his heirs Executors or  
Administrators make and do execute, or cause and procure  
to be made done and executed all such further and other  
lawful and reasonable acts deeds and Conveyances in the  
law for the corroborating and confirming these presents and  
for the further and better conveying assigning apigning and  
apnning all and singular the said Trust Estate herein  
before mentioned and intended to be granted released and  
apgned unto the said Charles Christian Phillips his heirs  
Executors Administrators and assigns, as by him or them or his  
or their Counsel learned in the law shall be reasonably de-  
vised, advised or required. In witness whereof the said  
parties to these presents have hereunto interchangably set their  
hands and seals the day and year first above written —

Sealed and delivered

Margaret Neitham<sup>ds</sup>

in the presence of I.

Jn. H. Margaret (L)

John Strohecker John N. Martin — Chas. C. Phillips (L)

Received on the day and year first within written of and  
from the within named Charles Christian Phillips the sum of  
one dollar in full for the consideration money within mentioned  
Witnesses John Strohecker John N. Martin — Margaret Neitham<sup>ds</sup>  
So Carolina Charleston District

Personally appeared before me  
John Strohecker who being duly sworn made oath that he  
was present and saw Margaret Neitham<sup>ds</sup> John H. Margaret  
Charles C. Phillips sign seal & as their acts & deed delivered  
this Instrument of writing to & for the uses & purposes therein  
mentioned & that he saw Margaret Neitham<sup>ds</sup> sign the  
Receipt for the Consideration money & that he with John  
N Martin subscribed their names as Witnesses to the due  
Execution of the same I

Swn to before me this 18 day of November 1813

John S. Seamanett J.P.

Recorded December 18<sup>th</sup> 1813

This Indenture of three parts made the thirteenth day of December in the year of our Lord One Thousand Eight Hundred and Thirteen Between Thomas Wiffall of Saint Thomas's parish in the State aforesaid Esquire of the one part, Eliza Moore Flagg of the City of Charleston in the said State Spinster of the second part and George Flagg and Hugh Paterson of the same City and State Esquires of the third part - Whereas a marriage by God's permission is shortly to be had and solemnized between the said Thomas Wiffall and Eliza Moore Flagg and the said Eliza Moore Flagg is intitled to and proprietor of the slaves hereinafter particularly named and Whereas it hath been agreed between the said Thomas Wiffall and Eliza Moore Flagg evidenced by their signing and sealing of these presents, to have the said slaves conveyed assigned and transferred to the aforesaid George Flagg and Hugh Paterson upon the Trust and to and for the uses and purposes hereinafter particularly expressed Now this Indenture witnesseth that in consideration of the said intended marriage and in pursuance and performance of the agreement aforesaid and also in consideration of one dollar to the said Eliza Moore Flagg by the said George Flagg and Hugh Paterson paid at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, she the said Eliza Moore Flagg with the privy and consent of the said Thomas Wiffall her intended husband testified by his being party to and sealing and delivering these presents, hath bargained and sold and by these presents doth bargain sell and deliver to the said George Flagg and Hugh Paterson all and singular the following slaves of and belonging to her the said Eliza Moore Flagg, that is to say Rachel, Cain, Matty, Lydia, Lydia, Beck, Sylvia, Johnny, Molly, Tony, Duba Scipio Abram, Daphne, Cato, Hannah, Lydia, Sandy, Maria, Scilla, Shadrach, Simon & Moses being twenty three slaves in the whole together with the future issue and increase of such of them as are females.

To have and to hold all and singular the above named slaves with the future issue and increase of the females unto the said George Flagg and Hugh Paterson and the survivor of them his executors and administrators forever In trust nevertheless for and to the use of the said Eliza Moore Flagg her executors and administrators until the solemnization of the marriage aforesaid and immediately from and after the solemnization of the said marriage In trust for and to the joint use of the said Thomas

Wigfall and his intended wife the said Eliza Moore during the term of their joint lives freely exonerated and discharged from the debts Contracts or Engagements of the said Thomas Wigfall and from and after the death of either of the said Thomas Wigfall or of the said Eliza Moore In Trust for and to the use of the survivor of them during the term of his or her life And from and after the death of such Survivor in Trust for and to the use of such Child or Children of the said Thomas Wigfall and Eliza Moore by their marriage aforesaid as the said Survivor shall leave living at his or her death, and his her or their Executors and Administrators forever, discharged from further Trusts, and if more than one Child, as Tenants in Common share and stand alike But in Case, the said Thomas Wigfall and Eliza Moore should have no Child or Children, or having a Child or Children in case such Child or Children should die in the lifetime of the said Thomas Wigfall and Eliza Moore as in the life time of the Survivor of them, and there be no Child of the said married living at the death of the said Survivor then in Trust for and to the use of the said Survivor of the said Thomas Wigfall and Eliza Moore his or her Executors and Administrators forever freed from further Trust And it is hereby agreed and provided between the parties to these presents notwithstanding any thing herein contained to the contrary that it shall and may be lawful to and for the said Thomas Wigfall and he shall have full power and Authority to sell or otherwise dispose of the above named Slaves and the future Issue of the female or any or either of them if he deems proper by and with the Consent of the Trustees to this Settlement or the survivors of them, on conveying and delivering the full Amount of the Net Proceeds on such Sale or Sales of the Property received in Lieu of the said Slaves or either of them to the uses and Trusts of this Settlement according to the true intent and meaning thereof And the said Thomas Wigfall doth hereby for himself his Executors and Administrators covenant and agree to and with the said George Flagg and Hugh Paterson and the survivors of them and his Executors and Administrators that he will at all times hereafter at the reasonable Request of the said George Flagg and Hugh Paterson or the survivors and his Executors or Administrators make do and execute all such deeds, as by Counsel learned in the Law shall be advised devised or required for the purpose

292 of giving full and complete operation and effect to this Marriage  
Contract and Settlement according to the true Intent and meaning  
thereof — On W<sup>t</sup>neyp whereof the said Parties to these presents  
have hereunto interchangeably set their hands and seals on the day and  
in the year first above written — Thos. Wriggall (S) —  
Signed sealed and delivered in the presence Eliza Moore Flagg (S)  
of the hands covenant and agree between first George Flagg (S)  
interlined between the seventh and eight Hugh Paterson (S)  
lines of this page Maurice Simons Jr Ebenezer Flagg —  
Maurice Simons Jr being duly sworn made oath that he was  
present and saw Thos. Wriggall Eliza M. Flagg George Flagg and  
Hugh Paterson sign seal and deliver the foregoing Instrument of  
writing for the uses and purposes therein mentioned and that he together  
with Ebenezer Flagg witnessed the same Maurice Simons Jr  
Sworn to before me the 28<sup>th</sup> dec: 1813 W<sup>t</sup> Smith S<sup>r</sup> —  
~~Received 28<sup>th</sup> dec: 1813~~

State of South Carolina

I know all men by these presents that  
I William John Grayson of Beaufort in the State aforesaid, am  
held and firmly bound unto Daniel Stevens of the City of  
Charleston in the State aforesaid, in the penal sum of Twenty five  
thousand dollars, to be paid to the said Daniel Stevens his heirs  
executors, administrators, & assigns, to which payment well and truly  
to be made and done. I hereby bind myself my heirs, executors  
and administrators firmly by these presents. On W<sup>t</sup>neyp whereof  
I have hereunto set my hands and seal this fifth day of January  
in the year of our Lord One thousand Eight hundred and fourteen

The Condition of the above obligation is such, that  
if the above bounden William John Grayson do, and shall  
within five months after the date hereof, make, and execute, and  
well, and sufficiently secure to the above named Daniel Stevens  
in trust for his Grand daughter Sarah Matilda Somersall, the  
intended wife of the said William John Grayson, the property  
enumerated in the Schedule annexed, on such trusts, terms, and  
conditions, for the benefit of the said intended wife, and the  
spouse of the proposed marriage, as he the said Daniel Stevens  
may require & approve, (he in the interim, to hold the same in  
pledge) Then the above obligation to be void, and of no effect or else to  
remain of force in trust as to the penalty, for the exclusive benefit  
of the said Sarah Matilda Somersall, should she become

the wife of the said William John Grayson W. J. Grayson Esq  
Signed, sealed, and delivered in the presence of Wm G. Toyne

Schedule of Property of Sarah Matilda Somersall

The House and Lot No. 10. East Bay and the following negroes  
Mercury Minty Catharine little poor Nanny Sam Agnes Jack  
Diana John Luey Patrick Tommy little Andrew Louisa  
Furniture - A piano Forte, one silver Coffee Pot, a Mahogany  
Wardrobe, a complete sett of Tea China a Mahogany desk  
and Book Case and Library a Feather Bed, Bedstead, bed  
and Window Curtains and Counterpanes —

In witness whereof I have hereunto set my hand and seal  
this fifth day of January in the year of our Lord, one thousand  
eight hundred and fourteen Wm J. Grayson Esq  
Sealed, and delivered in the presence of Wm G. Toyne

State of South Carolina Charleston district

Personally appeared William Howlett Toyne who  
being duly sworn, maketh oath and saith, that he was present  
and did see the within and above named William John Grayson  
sign, seal, and as his act and deed did deliver the within deed to and  
and for the within recited purposes, and that he signed his name  
as witness thereto Wm G. Toyne

Sworn before me this 7<sup>th</sup> January 1814. Danl. S. Ravenel Esq.

Recorded 7<sup>th</sup> January 1814

State of S. Carolina

Charleston District This Agreement made and  
executed at Charleston in the District and State  
aforesaid, this thirty first day of December in  
the year of our Lord one thousand eight hundred  
and thirteen, and in the thirty eighth year of the  
Sovereignty and Independence of the United States  
of America, between Christopher B. Waller &  
Eliza Johnson, both of the City of Charleston —  
District and State aforesaid, witnesseth That  
whereas the said Eliza owns and is in possession of  
various articles of Household furniture and mer-  
chandise, all of which are in the house and store, which  
she the said Eliza now occupies in Wentworth Street  
in the City of Charleston aforesaid, and whereas a  
marriage is intended to be shortly had and solemnized  
between the said Christopher and Eliza upon

245 which contract of marriage the said Christopher hath agreed, that if the same shall take effect, that then notwithstanding the said marriage, that he the said Christopher his Heirs Executors Administrators or Assigns shall not nor will intermeddle with or have any right title or interest either in law or Equity in or any part of the said furniture or merchandise belonging to said Eliza, within said House or Store or any where else, or to any debts that to her may be due or owing, nor shall the said furniture goods Merchandise or debts be in any way subject to his the said Christophers control or liable for any of his present or future debts or contracts, but the same shall remain continue and be to the said Eliza to such uses as the said Eliza shall think fit and appoint, And the said Christopher doth further more agree to and with the said Eliza in consideration of the contemplated marriage that if the same should take place, be had and solemnized as aforesaid, that she the said Eliza shall remain continue and be so far as it respects said furniture merchandise and debts due and owing to her, and so far as respects all property which she may here after acquire by her traffic or Industry, or debts which may be come due to her, in the same situation and entitled to the same rights and privileges, and be considered as a sole and separate dealer, independent and uncontrollable by her said intended Husband, as if she should continue and remain a free sole, and this Indenture further witnesseth, that for the making this agreement effectual in the law, and for preserving the rights here to fore mentioned or intended to be mentioned, to and for the sole and separate use of the said Eliza and so that the same shall not be in the power or at the disposal of the said Christopher, he the said Christopher doth for himself his Executors and Administrators, and for every of them Covenant promise and agree to and with the said Eliza, and the Executors Administrators and Assigns of the said Eliza by these presents, that notwithstanding the said

296 said intended marriage shall take effect, all the  
property, rights and debts, which she the said  
Eliza may hereafter acquire, or which she  
now hath in possession, remainder or reversion  
shall be accounted reckoned and taken as -  
separate and distinct property apart from  
the property and Estate of him the said Christopher  
and be no way liable to the payment of his debts  
or subject to his control, but the same be -  
ordered, disposed of, and employed towards person  
or persons, and to and for such aforesaid uses -  
intents and purposes and in such manner  
and form as the the said Eliza may think  
proper to elect and appoint. I the witness  
whereof I have hereunto set my hand and  
seal the day and year first herein mentioned  
at the City of Charleston in the District and  
State aforesaid Christopher B Walton (SS)  
Witness present James Robison Jr Phillips  
White, James Robison being duly sworn  
made oath that he was present and saw  
Christopher B Walton sign seal and deliver  
the foregoing instrument writing for the  
uses and purposes therein mentioned, and  
that he with John Phillips late witness  
the same, sworn to before me the 11<sup>th</sup> day  
of January 1814 Dated at Ravenel 90  
Recorded 11. January 1814  
State of South Carolina / ✓  
D. H. S. to file this made this

*State of South Carolina,*

This Indenture tripartite made the  
twelfth day of may in the year of our Lord one thousand  
eight hundred and thirteen Between John F. Cheeverant of  
Charleston in the State aforesaid Attorney at Law of the one  
part and Margaret P. Gignilliat of McIntosh County in the  
State of Georgia of the second part and James Hepburn  
of the same County and State and Edwards W. Worth of  
Coosawhatchie in the State of South Carolina of the third  
part witnesseth that whereas a marriage is shortly intended  
by God's permission to be had and solemnized between the  
said John F. Cheeverant and the said Margaret P. Gignilliat

297 And whereas the said Margaret is possessed of and entitled to the following negro slaves to wit Seipio and Della his wife and their three children Abraham Seipio & Aggy Hannah and her four children Peggy Mary Nelly the name of the fourth unknown & Nancy and on the death of a certain George White of McIntosh County in the State of Georgia is under the last Will and testament of Charlotte White formerly Charlotte Gignilliat the mother of the said Margaret P. Gignilliat entitled to an undivided moiety of certain negroes named and described in the said Will. And whereas it has been agreed by and between the said parties upon the terms of the said Marriage as well for the support and maintenance of the said Margaret as also for providing for the issue of the said intended Marriage and the said John F. Treverant for himself his heirs Executors Administrators and assigns doth covenant and agree that as soon after the said intended marriage as may be convenient or whenever thereto required by the said Trustees or the survivor of them his shall and will bargain sell assign transfer and set over firmly securely unto the said James Neff and Edward W. North their Executors Administrators assigns or heirs all the negroes now in the actual possession of the said Margaret P. Gignilliat. And that as soon as the Estate in expectation above mentioned devised by the mother of the said Margaret P. Gignilliat shall be reduced into actual possession and the number and names of those negroes to which she may be entitled be ascertained the said John F. Treverant will in the like manner convey them unto the said James Neff and Edward W. North

I trust nevertheless to and for the following uses and purposes that is to say I trust to and for the joint use benefit and behoof of them the said John F. Treverant and Margaret his wife during their natural lives not to be subject in any way to the debts of the said John F. Treverant and from and after the death of the said Margaret should she die before the said John F. Treverant leaving no child or children Grand child or Grand children issue of the said intended Marriage then living then I trust to and for the sole use benefit and behoof of the said John F. Treverant his Executors Administrators and assigns and that the said Trustees and the survivor of them his Executors Administrators and assigns shall and will convey transfer and set over the same unto him free and discharged of all further trusts; But in case the said Margaret should die before the said John F. Treverant leaving

298 a child or children Grand child or Grand children issue of  
the said intended marriage then living then in trust from and  
after her death to and for the use benefit and behoof of the  
said John F. Tresserant during his natural life and from  
and after his death then in trust to and for the use benefit  
and behoof of such child or children Grand child or Grand  
children of the said Margaret issue of the said intended mar-  
riage as may be then living his her or their Executors administrators  
and assigns forever if more than one as tenants in common such  
Grand Children taking among them only a parents share:

But in case the said John F. Tresserant should die before  
the said Margaret his wife then in trust to and for the use  
use benefit and behoof of the said Margaret during her natural  
life and from and after her death in case she should leave  
any child or children Grand Child or Grand Children issue  
of the said intended marriage or any future marriage of  
both living at her death then in trust to and for the use  
benefit and behoof of such child & children Grand child  
or Grand Children his her or their Executors administrators and  
assign it more than one as tenants in common such Grand  
Children taking among them only a parents share But in  
case she should have no such child & children Grand child  
or Grand Children living at her death then in trust for such  
person & persons and for such Estate and Estates as she may  
direct & appoint by her last Will and testament duly executed  
or by any instrument of writing in the nature of a last Will  
and testament signed by the said Margaret in the presence  
of two or more credible Witnesses. And for want of such last  
Will and testament or any instrument of writing in the nature  
thereof then in trust to and for the use benefit and behoof  
of such relation or relations of the said John F. Tresserant then  
living as would be entitled to the whole or distributive share  
thereof under the present law for the distribution of Intestate  
property in case the said John F. Tresserant had then died  
intestate and professed thereof and in such Estate and  
proportion as is directed by the said laws. Provided nevertheless  
and it is the true intent and meaning of these presents and of  
the parties hereto that the said James hisheu and Edward  
M. North or the survivor of them his Executors administrators and  
assigns at any time and at all times hereafter shall have

300 Estate will be given after particularity mentioned and described  
and without a loss or schedule of the said goods and Chattels is  
herein named, And wheresoever the estate of and previous to  
the said second marriage aforesaid it hath been and is  
agreed by and between the said Saraha McCarra and Samuel  
McGinnis that all and singular his Estate right title and  
interest he had to the property real and personal so bequeathed  
and devised to her as aforesaid shall be by her granted, released  
and assigned to her as her husband the said Peter Smith  
his true Executors Administrators and assigns upon the  
special trusts and confidences and to hold for the several  
uses intents and purposes hereinbefore mentioned limited  
except and declared of and concerning the same, From  
this Indenture to witness that in consequence of the said  
agreement and in consideration of the said intended marriage  
and also of his stillings owing money to the said Martha  
McCarra in Philadelphia, the receipt whereof is hereby  
acknowledged and for divers other just causes and  
conveniences her humblye specially moving, she the said  
Saraha McCarra by and with the concy of the said  
Samuel McGinnis her husband testified by his  
sign a date & wrote executing these presents, hath granted  
bequeathed sold aliened released conveyed and confirmed  
and by these presents doth grant Leman self alien  
release convey and concern unto the said Peter Smith  
all his undivided fourth or half part or share of two lots  
of land lying and being in Charleson aforesaid to wit  
One situate lying and being in Bull street measuring  
and containing in front on the said street <sup>1/4</sup> of a acre  
more or less, known by the Number (Fig. 8) now occupied  
by Mr. James Ryan.

also all the property of said lot of land and premises situated  
in Prince Alley in Charleson aforesaid measuring and  
containing in front on the said alley thaly seven feet more  
or less and in depth twenty feet, bounding Northwardly on said  
alley to the east on a lot formerly belonging to Dr. John  
Price, however and distinguished by the plot of his said  
land as the Number 10 Town, to the south on which <sup>or later</sup> principally  
belonging to Lealy and to the west on lot Number 12