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351 upon the special trust and confidence and to the intent and purpose that  
the said Joseph Morrison, Charles Jones Jenkins and John Ulmer  
shall and do by date or demise of all or any part of the lands tenements  
and other the said hereby released premises or personal Estate in such  
manner as to them in their discretion shall seem meet levy and raise after  
the death of the said Benjamin Keape Buckner and Margaret Veitch in  
during their joint lives, or the life of the survivor of them, if they shall  
languish this aforesaid trust to any writing under hand and seal, such  
sum or sums of money as follows: that is to say, so much money as may  
amount to the value and payment of the debts at the time due and  
owing by the said Margaret Veitch, and that they the said Joseph  
Morrison, Charles Jones Jenkins and John Ulmer shall and do apply  
and lay out the sum or sums so raised as above mentioned to the sa  
tisfaction, payment, and extinguishment of all the debts demands and  
incumbrances to which she the said Margaret Veitch or the Estate  
above mentioned and released belonging to her the said Margaret  
Veitch, may be liable And upon this further trust that it shall and  
may be lawful for the said Benjamin Keape Buckner during the life of  
the said Margaret Veitch by and with the consent of the said Margaret  
Veitch and of the said Joseph Morrison, Charles Jones Jenkins and  
John Ulmer and the survivor of them the said Joseph Morrison, Charles  
Jones Jenkins and John Ulmer to sell and alien all or any part or  
parcel of the premises herein before recited or intended to be released provided  
nevertheless and it is declared and agreed that the said Benjamin  
Keape Buckner shall at the same time settle and agree to the uses  
herein before recited, other Estate of equal value in the lieu, satisfaction  
and compensation of the premises so sold as aforesaid. In witness  
whereof the said parties, have hereunto set their hands and seals to  
these presents this Tenth day of November in the year of our Lord one  
thousand eight hundred and fourteen and in the thirty ninth year  
of the Sovereignty and Independence of the United States of America  
Benj: H: Buckner (L.S.) Margaret Veitch (L.S.) Joseph Morrison (L.S.)  
Ch: J: Jenkins (L.S.) John Ulmer (L.S.)  
Sealed and delivered in the presence of Eleanor G: Morrison Mary  
A: Morrison John Morrison  
St. Carolina Beaufort district.

Schedule of Property to be annexed to a  
certain Indenture tripartite this Tenth day of November in the year  
of our Lord one thousand Eight hundred and fourteen Between Benja  
min H: Buckner, of Beaufort, Margaret Veitch, of Prince-

352 Williams parish, widow and relict of Henry Vietch late of  
Saint Pauls Colleton district and state aforesaid deceased  
and Joseph Morrison Charles Jones Jenkins and John Ulmes  
Trustees to the said Benjamin H Buckner and Margaret Vietch  
Three plantations or Tracts of land bequeathed to the said  
Margaret Vietch by her late husband Henry Vietch, and which  
~~she intended~~<sup>inherited</sup> from his Father situated laying and being in the  
said Parish of Saint Pauls Colleton district on the waters of Edisto  
or upon River and in the vicinity of Wilton, the first containing  
three hundreds acres the second one hundred and forty seven acres  
and the third plantation or tract of lands containing fifty two  
acres. Also one other plantation or tract of land situated laying  
and being on Chehaw on the waters of Laombakee in the parish  
of Saint Bartholomew and district last above mentioned bequeathed  
and inherited as aforesaid containing one hundred and ninety  
six acres together with all the improvements and appurtenances  
therunto belonging. And also the following Negro slaves  
bequeathed unto the said Margaret Vietch by her said late  
husband Henry Vietch Quash Scipio, Betty, Clarissa, Bucks  
Dolly, Nestor Caesar, Samy, Sue, Jack, Stephen, Dianah, Judy  
Sophia, a boy Stephen, Jim and Joney. On witness whereof the  
parties to these presents have hereunto set their hands and seals  
the day and year above written — Benj: H Buckner (S)

Margaret Vietch (S) Joseph Morrison (S) Ch: J Jenkins (S) John Ulmes (S)  
In presence of us Eleanor C. Morrison Mary A. Morrison John Morrison  
South Carolina Beaufort district

Personally appeared before me John Porteus  
one of the Justices of the Quorum for the district aforesaid John  
Morrison who being duly sworn upon the Holy Evangelists of  
Almighty God deposes that he was present and did see Benjamin  
H Buckner, Margaret Vietch Joseph Morrison Charles Jones  
Jenkins and John Ulmes sign seal and as their act and deed  
deliver the within Instrument of writing for the uses and  
purposes herein mentioned and that Eleanor C. Morrison Mary A.  
Morrison and this deponent did subscribe their names at the request  
and in the presence of the above named parties to the due Execution  
of the same — John Morrison

Sworn to before me this seventeenth day of November 1814

Cit: Porteus At: S. & L. No

Received 21<sup>st</sup> Nov: 1814 —

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This Indenture of three parts made and concluded upon this Eleventh day of May in the year of our Lord one thousand eight hundred and thirteen and in the thirty eighth year of the soverainty and Independence of the United States of America. Between John Maysant, Junior of the district aforesaid attorney at law of the first part. Maria P. Rees of said district. Minister of the Second part and William C. Rees Orlando S. Rees John B. Miller and John Potts of the said district of the third part —

Whereas a marriage is agreed upon and intended to be shortly had and solemnized between the said John Maysant and Maria P. Rees and upon the treaty of the said marriage it was agreed by and between the said John Maysant and Maria P. Rees that all the Real and personal estate of or belonging to the said Maria P. Rees or to which she may be entitled to of the estate of her deceased father's William Rees should also be conveyed assigned settled and apportioned to the uses upon the trusts for the intents and purposes and by will made and subject to the powers provisions, declarations and agreements herein after limited expressed and declared of and concerning the said respectively. And whereas the said Maria P. Rees is entitled to the following negro slaves to wit, Sam and his wife Leudy, & said and his wife Nann, a negro wench named Fall and her brother Myall a boy named Randal, also a negro girl named Lucyann and her brother Virgil, a negro girl called Miley, and one called Mowkey and a negro boy named Dick, and the sum of Five thousand dollars given to her by her deceased father in his last will and testament which said last will has been duly proven and recorded in the office of the Ordinary of Sumter district, which said sum of money is directed in said will to be paid to her in one year after marriage & when she arrives at the age of twenty one years, also to her distributor's part or share of all the real estate of the said deceased also of all the personal estate of said deceased not disposed of by his said last will and testament: and whereas no partition or division of either the real or personal estate of said deceased has ever yet been made by and between the widow and children of the said deceased.

Now this Indenture witnesseth that in pursuance and performance of the said agreement and for and in consideration of the said intended marriage and for conveying settling and apportioning the negroes above named and also the said sum of money and the part or share of the personal and real estate of the said deceased to which the said Maria P. Rees is entitled to as

354 above mentioned to be fully granted, released, bargained and sold  
or intended so to be with the appurtenances to the said land thereto  
belonging and also the increase of said negroes to the uses, upon the  
trusts for the intents and purposes, and by and under, and subject to  
the powers, provisos and agreements herein after limited express and  
declared of and concerning the same; and in consideration of the  
sum of one dollar of lawful money of the said State to the said  
Maria P. Rees in hand paid by the said party of the third part  
at or before the sealing and delivery of these presents, the receipt where  
of is hereby acknowledged and for divers other good causes and valuable  
considerations the said Maria P. Rees hereunto moving she the said  
Maria P. Rees, by and with the privity and consent of the said  
John Mayrant (testified by his being a party to and his sealing  
and delivering these presents) Hath granted, bargained, sold,  
aliened, released, delivered and confirmed and by these, doth  
grant, bargain, sell, alien, release, deliver and confirm unto  
the said party of the third part and to their heirs all the said  
negroes above named and their issue and the said sum of money  
above mentioned and also the share & distributive part of the said  
Maria P. Rees in and to the real and personal estate and debts  
due to the said deceased and the appurtenances & hereditaments  
thereto belonging and which lands of said deceased are situate  
lying and being in the district aforesaid or elsewhere in the said  
State, and also of and in all other the parts shares of lands ten  
ements & hereditaments and personal estate and choses in action  
of and in and to which the said Maria P. Rees is entitled to and  
all the estate right title interest, inheritance, secession, easement  
property claim and demands whatsoever, both at law and in equity  
of her the said Maria P. Rees of and to the same and every part  
and parcel thereof and all the negroes and other personal estate  
whatsoever. To Have and to Hold the above named negroes and  
their increase, and the part & distributive share of the said  
Maria P. Rees in and to the said negroes, monies, personal  
estate and lands tenements and hereditaments and promises  
of the estate of said deceased above granted, released, bargained  
sold, transferred delivered and confirmed and every part and  
parcel thereof to which the said Maria P. Rees is entitled, in  
testated in, as one of the children and heirs of the said William  
Rees deceased unto the said party of the third part their heirs  
and assigns to and for the several, uses intents and purposes

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herself after mentioned, limited express'd and declared that ist  
day) to the use and behoof of her the said Maria P. Rees and her  
heirs until the said marriage between her and the said John  
Mayrant her intended husband shall be had and solemnized  
and from and after the solemnization thereof to the use and be  
hoof of the said Maria P. Rees and John Mayrant for and  
during their coverture without impeachment of waste, to preserve  
and support the contingent remainders herein after limited  
from being, defeated and destroyed; and for that purpose to make  
entries and bring actions sue for and take into their possession  
the said lands, negroes, monies, and other personal estate of  
the said Maria P. Rees as the case shall require; Yet nevertheless  
in trust to permit and suffer the said Maria P. Rees and  
John Mayrant without impeachment of waste to occupy, re  
ceive and take the rents issues and profits of the said land the  
work labour hire and profits of the above named negroes and their  
increase, the interest or use of the said monies and all other the  
personal estate of her the said Maria P. Rees, to their the said  
Maria P. Rees and John Mayrant's own proper use and benefit  
during their coverture for their support and maintenance of  
themselves and the issue of the body of the said Maria P. Rees and  
from and after the decease of her the said Maria P. Rees in trust  
to the use and behoof of the said party of the third part and  
their heirs during the natural life of the said John Mayrant if  
he should be alive at her death, upon trust to preserve and support  
the contingent uses and estates herein after limited from being  
barred or destroyed but so as to permit the said John Mayrant  
during his natural life to occupy the share or part of the said  
lands to which the said Maria P. Rees is as above entitled to and  
to receive the rents issues, work, labour, hire and profits of the said  
negroes and personal estate and the interest or use of the said  
monies to pay out and expend the same in his and in also the  
maintenance support and education of the issue of the said Maria  
P. Rees and the issue of such issue as the said Maria P. Rees may  
leave at the time of her death and from and after the death of the  
said John Mayrant and Maria P. Rees or the survivor of them  
in trust and to the use and behoof of such child or children the  
issue of the body of the said Maria P. Rees lawfully begotten who  
be begotten as shall be living at the time of the death of the sur  
vivor of them the said John Mayrant and Maria P. Rees and  
the survivors and survivors of all the children of the said Maria

356 P Rees until some one of them shall arrive at the age of twenty one years of age & have issue lawfully begotten and then and from thence forths In Trust and to and for the use and behoof of the surviving children or child of the said Maria P. Rees their his or her heirs and assigns for ever, and for want and failure of issue of the body of the said Maria P. Rees or issue of such issue then to the said John Mayrant and his heirs if he should be alive at the time of her death without issue as aforesaid. But if he the said John Mayrant should not be alive at the happening of the same then In Trust to and for the use and behoof of the right heirs of the said Maria P. Rees to have and to hold. To them, their heirs and assigns for ever as tenants in common and not joint tenants And it also agreed upon by the said John Mayrant for himself and his executors and administrators and for every of them and he doth hereby covenant promise and agree to and with the party of the third part and the survivors and survivors of them and such other trustees as may be hereafter named and the survivors and survivor of such other named trustees as may be appointed in pursuance of the power herein reserved, by these presents that he will permit & suffer the said Maria P. Rees at any time in her and his life time to make a will or other disposition as she the said Maria P. Rees may think proper to take effect only after her death of the all the negroes, to wit negroes and personal & Real Estate that she is desirous & proposeth of and the said John Mayrant will permit and suffer such will and disposition hereafter to be made by the said Maria P. Rees to be carried into legal effect and that the person or persons to whom the said Maria P. Rees shall give or dispose of the said negroes and Real & personal Estate shall and may lawfully peaceably and quietly have, hold, occupy, possess and enjoy the same according to the true meaning and intent of such gift, devise or appointment without any let denial or interruption of or by him the said John Mayrant his executors or administrators or any of them And furthered that they the said John Mayrant and Maria P. Rees shall and will from time to time and at all times from and after the said intended marriage shall take effect upon every reasonable request of the said party of the third part or such other trustees as may be hereafter appointed, make do and execute all and every such further act and acts thing and things for the better settling recovering and receiving the lands, negroes money

and personal estate as above mentioned as the said party of the third part or such other trustee as may be hereafter appointed or their counsel learned in the law shall and may be reasonably advised, <sup>advised</sup> or required - And it also the meaning and intent of the parties to these presents that if the following negroes, to wit, Charly & his wife Sylvia, Minter and his wife Rose, Hannah, Cuffee and his wife Hannah, Billy and his wife Elmy Ben & his wife Sally of the estate of the said William Rees deceased should be allotted or either of them to the said Maria P. Rees on a division of the said estate, that he the said John Mayount for himself and his executors and administrators shall suffer and permit Orlando S. Rees the brother of the said Maria P. Rees to have, hold and profess as his own if the said Maria P. Rees should die without issue or issue of such issue as aforesaid: and it is further agreed by and between the parties to these presents that on the death of all the said party of the third part, that they the said John Mayount and Maria P. Rees shall and have power and authority to name appoint and constitute other trustees by any instrument in writing signed by them or the survivor of them and witnessed by two or more creditable witnesses & also to be sealed. Provided always and it is declared concluded and agreed upon by and between all the parties to these presents and it is the true intent and meaning hereof and of the said parties hereunto that they the said party of the third part and such other trustee as may be hereafter named & appointed as aforesaid and the survivors and survivor shall and may from time to time reimburse, satisfy and pay him and them selves out of the said estate hereby secured and conveyed all such necessary and reasonable charges as they shall sustain or be put to by reason of their being made parties to these presents or transacting any thing pursuant thereto and that neither of them the said party of the third part or such other trustee as may or shall be hereafter named or appointed shall be any way or manner accountable for the act of the other or liable to make good any more of the said estate than what shall really and bona fide come into his hands or custody - In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written -

Signed sealed and delivered in  
the presence of us Stephen Ford }  
John J. Singleton }  
X. J. Bracey }

John Mayount Jr. (S)

Maria P. Rees (S)

Orlando S. Rees (S)

Personally appeared Joseph Singleton who  
being duly sworn deposes that he saw John Mayrant Junior, Maria  
P Rees and Orlando S Rees, sign seal and as their act and deed  
delivers the above deed for the uses and purposes therein mentioned  
and that he, Stephen Ford and Xenophon & Bracey witnessed  
the due execution thereof - - - - -  
John Singleton  
Sworn to before me this 21<sup>st</sup> May 1814 / John Horan 26 2 -

Recorded 16<sup>th</sup> Decr 1814

State of South Carolina

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This Indenture made the 6<sup>th</sup> day of  
September in the year of our Lord One thousand Eight hundred  
and fourteen between Elsey Brown Widdow of the first part  
John Burbridge of the second and Thomas Burbridge of the  
third part Whereas a marriage is soon to be had and solemnized  
by and between the said John Burbridge Elsey Brown and  
she is desirous and proposes her right of the following property viz  
Spences and Tally with the future issue of the female so head  
of cattle & horse and a Stock of hogs and whereas it is agreed by  
and between said John Burbridge and Elsey Brown in conside  
ration of the said Marriage taking effect that all and singular the  
estate of the st Elsey Brown well seal as personal shall be settled  
enveyed in Trust to and for such uses and purposes and under  
such limitations and restriction as are herein after mentioned  
and declared and that it shall and may be lawfull to and for  
the said Elsey Brown notwithstanding her coverture in then by  
her last Will and testament or any deed in writing under her  
hand and seal to be duly executed give away and dispose of  
the whole or any part of her st Estate to such person or persons  
and in such way and manner as she shall think proper now  
this Indenture witnesseth that in consideration of the said  
intended Marriage and for the better effecting and carrying  
into execution the said agreement and in consideration also  
of the sum of five Shillings to the st Elsey Brown by the  
said Thomas Burbridge in hand at and before the sealing  
and delivery of these presents well and truly paid the receipt  
thereof is hereby acknowledged and for divers other good causes  
and considerations the the said Elsey Brown by and in the  
knowledge consent and express agreement of the said John  
Burbridge testify by his being made a party to and signing

ingleton who  
Junior Maria  
and deed  
in mentioned  
say Matilda  
V. Singleton

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the 6<sup>th</sup> day of  
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359 and delivering of these presents hath granted Bargained sold and  
delivered Released transferred and set over and by these presents doth  
grant bargain sell deliver releases transferred and set over unto the said  
Thomas Burbridge his heirs and assigns for ever all and singular the  
sl<sup>t</sup> Negroes Cattle horse and hogs whatsoever to the said belonging  
or in any wise appertaining To have and to hold the said Property  
and all the other Estate of the said Elsey Brown above mentioned  
unto the said Thomas Burbridge his heirs Executors administrators  
and assigns for ever upon the Special trust and confidence never  
the less and to and for the several uses Intents and purposes herein  
after mentioned and exposed of and to and for no other use intent  
or purpose whatsoever that is to say to the sole and separate welfare  
and behoef of the said Elsey Brown during her natural life notwithstanding  
withstanding her said intended marriage and without being  
subject to the controverce of the said John Burbridge with full  
power and authority to and for the said Elsey Brown notwithstanding  
her coverture to make her last Will and Testament or any  
other deeds in writing under her hand Seal duly executed and there  
by to divide give grant bargain sell and dispose of all and every and any  
parte of the said Property so settled as aforesaid to such person or persons  
as she shall think proper and upon then further future trust and con  
sidered that in case the said should die in the life of the said John  
Burbridge her intended husband without having made such Will or  
other deed in writing then the say Spouse is to be her son William  
Brown his life time and to his lawful heirs if he should die without  
a lawful heir the say Elsey remains as her property half of the remain  
ing parte of the property to be William Brown also and the other half  
to her intended husband and upon the future trust and confidence  
that in case the said Elsey Brown shall at any time during her  
coverture to dispose to sell the aforesaid property or any parte or  
parcel thereof which she hath truly full power to do that the said  
Thomas Burbridge his Executors administrators do and shall execute and  
deliver legal and sufficient deed such as may advise for conveying  
to such person or persons their heirs and assigns to whom the said  
Elsey Brown shall direct him or appoint them and shall approp  
riate the mame to and from the sale thereof to and for the same in  
and purposes as the property is herein limited and secured and upon  
this future trust and confidence that the said Elsey Brown shall  
survive the said John Burbridge then the said Thomas Burbridge  
his heirs executors or administrators shall and do by goods and suffice

360 deed reconveying the whole of the S<sup>t</sup> Trust Estate unto the said Elsey Brown to be for ever thenceforth at her own absolute will and disposall forever and the said John Burbridge doth covenant and agree with the said Thomas Burbridge that he shall and will at all times upon the reasonable request of the S<sup>t</sup> Thomas Burbridge make do and execute such further and other reasonable act conveyances and assurances in the law for the future better and more perfect conveying of the property or any part thereof unto the said Thomas Burbridge for the uses and purposes herein before mentioned and appointed as by times shall be reasonably advised and required. In witness whereof the said parties to these presents have hereunto set their hands and seals interchangeably on the day and year first written within - Elsey <sup>her</sup> Brown  
Sealed and delivered in the presence of - - - John <sup>no</sup> Burbridge  
Arthur Burbridge Elisha Walling Elizabeth Walling Thos. Burbridge

Received September the 7<sup>th</sup> of Thomas Burbridge the sum of one Shillings Sterling in consideration of the within Elsey <sup>her</sup> Brown  
South Carolina A. S. Tax Goose tract

Personally appeared Arthur Burbridge whom being duly sworn upon the Holy Evangelist deposeth & saith that he was present & did see Elsey Brown & John Burbridge sign & deliver the within instrument as their act & deed for the purposes herein mentioned & the Deponent further saith that he did see Elisha Walling & Elizabeth Walling subscribe their names together with himself as witnesses thereto - - - - - Arthur Burbridge

Grown to write me Dec: 17<sup>th</sup> 1814 Jacob Breaker J.P.

Received 23 Dec: 1814

State of South Carolina City of Charleston J.P.

I know all men by these presents that Jacob P. Henry of the City of Savannah in the State of Georgia Merchant am held and firmly bound unto Levy Myers of the City of Charleston in the State of South Carolina Doctor of Physic and Mordchai Myers of Charleston aforesaid Son of the said Levy Myers In Trust for Frances Maria Myers eldest Daughter of the said Levy Myers in the full and just sum of Ten thousand Dollars to be paid to the said Levy Myers and Mordchai Myers or to either of them or their certain attorney Executors administrators or assigns for which payment to be well and truly made I bind myself my heirs Executors and Administrators firmly by these presents sealed with my Seal and dated this twenty eighth day of November One thousand eight hundred and fourteen and

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between the said Jacob P. Henry and the said Francis Maria Myers  
And whereas the said parties to these presents being actuated by  
prudential motives have agreed that a settlement of the property  
hereinafter particularized shall before the solemnization of the said  
marriage be made in manner hereinafter mentioned expressed and  
contained of and concerning the same that is to say Whereas the said  
Jacob P. Henry is seized in fee simple of and in a certain moiety or  
half part of a Lot of Land in the City of Savannah aforesaid  
known in the plan of the said City as the western moiety or half  
part of the Lot No 10 (number ten) Spycrennel Hysting - Darby  
Mards - With the buildings thereon erected and is also possessed in  
his own right of the following slaves to wit Sambo Joe Adam Jack  
and Tom And whereas the said Francis Maria Myers is possessed in  
her own right of the following slaves to wit a female slave called  
Kate and her two sons called Abraham and Isaac bequeathed  
to her by her Grand Uncle the late Abraham Cohen Esquire of George  
town in the State of South Carolina aforesaid deceased. And is  
also possessed in her own right of a female slave called Betty and  
her three children called Fanny Daniel and Richards which she  
holds of the gift of her Father the said Levy Myers Now this In  
dention further witnesseth that in pursuance of the said agreement  
as aforesaid made and entered into by and between the said  
parties to these presents and in contemplation of the said intended  
marriage between the said Jacob P. Henry and the said Francis  
Maria Myers and also in consideration of One Dollar the receipt  
whereof is hereby acknowledged by the said Jacob P. Henry and  
to have been paid unto him by the said Levy Myers and Mor  
decai Myers the said Jacob P. Henry hath granted bar  
gained and sold aforesigned transferred and made over and by  
virtue of these presents I doth grant bargain and sell aforesigned  
transfer and make over unto the said Levy Myers and Mordecai  
Myers the said moiety or half part of the Lot of Land above parti  
cularly described and situated in the City of Savannah aforesaid  
and also the said five slaves of him the said Jacob P. Henry  
called Sambo Joe Adam Jack and Tom To have and to hold  
the said moiety or half part of the said Lot of Land so as aforesaid  
said particularly described and also the said five slaves called  
Sambo Joe Adam Jack and Tom unto the said Levy Myers  
and Mordecai Myers and to the survivors of them his heirs be  
queathed administrators and assigns forever In witness nevertheless

263 for the purposes hereinafter particularly mentioned and expressed of and concerning the same and the said Frances Maria Myers in contemplation of the said intended Marriage and also in consideration of One Dollar paid unto her by the said Levy Myers and Mordecai Myers the receipt whereof she doth hereby acknowledge to the said Francis Maria Myers (with the consent and approbation of the said Jacob P. Henry testified by his being a party to and joining in the execution of these presents) Hath granted bargained and sold aforesaid transferred and made over and by these presents Doth grant bargain and sell aforesaid transfers and set over unto the said Levy Myers and Mordecai Myers the said seven slaves called Kate. Abraham. Isaac. Betty. Fanny. Daniel and Richards of her the said Frances Maria Myers To have and to hold the said seven slaves last above particularly named together with the future issue and increase of such of them as are females unto the said Levy Myers and Mordecai Myers and to the survivors of them his Executors Administrators and assigns forever In Trust nevertheless for the purposes herein after particularly mentioned and expressed of and concerning the same That is to say In Trust for the support and maintenance of the said Frances Maria Myers and of such children as shall be born of the said marriage for and during the joint lives of them the said Jacob P. Henry and the said Frances Maria Myers his intended wife without the same or any part thereof being liable to be taken or devised for the satisfaction of any Judgment Decree or Execution Debt contract or demands in any wise whatever that shall or may have been or shall hereafter be obtained against him the said Jacob P. Henry or shall have been issued or may hereafter be issued against him or shall have been or may hereafter be contracted or entered into by him of which shall have been or may hereafter be brought against him during the joint lives of him the said Jacob P. Henry and of the said Frances Maria Myers his intended wife. But on the event of the said Jacob P. Henry or of the said Frances Maria Myers his intended wife departing this life (as the case shall happen to be) and there shall happen to be no child or children of the said marriage nor any issue of such child or children living when the said event shall happen then In Trust that the property both real and personal hereinbefore mentioned designated and described together with the increase thereof shall immediately thereafter become absolutely vested in the said survivors and be held by the said survivors of the said Jacob P. Henry and the said Frances Maria

Meyers his intended wife (as the case shall happen to be) his or her  
 Executors administrators & assigns from thenceforth forever completely  
 and absolutely discharged of and from the Trust and Confidence  
 hereby reposed in the said Levy Meyers and Mordecai Meyers and  
 in the survivor of them in manner aforesaid And on the event of  
 these happening to be a child or children or issue of any such child  
 or children of the said Marriage living when either the said Jacob  
 P. Henry or the said Frances Maria Meyers his intended wife shall  
 happen to depart this life then and on that contingency taking  
 place the property aforesaid both real and personal shall continue  
 to be held by the said Levy Meyers and Mordecai Meyers and by the  
 survivor of them In Trust for the said Jacob P. Henry or for  
 the said Frances Maria Meyers his intended wife according to  
 which of them shall happen to be the survivor of each other for  
 and during the term of his or her natural life And immedi-  
 ately after the death of the said survivor In Trust for such  
 child or children of the said Marriage as shall be then living  
 share and share alike as Tenants in Common provided never  
 theless that if there shall then be living any issue of such child  
 or children of the said Marriage as may at that time happen to  
 be dead the said living issue of such deceased child or children  
 of the said Marriage shall be entitled to and shall take the share  
 or proportion of the property both real and personal hereby settled  
 in manner aforesaid to which his his or their parent would if  
 living and by virtue hereof have been entitled But so as that no part  
 of the said property real or personal hereby settled and secured in  
 manner aforesaid shall at any time hereafter during the lifetime of  
 any such child or children of the said marriage or of their either  
 of their issue be liable to be seized or taken for the satisfaction of any Judgment  
 Decree Debt Contract or demand whatever that may be brought  
 or obtained against the survivor of them the said Jacob P. Henry and  
 the said Frances Maria Meyers his intended wife (as the case shall  
 happen to be) or shall be owing by or entered into by the survivor of them  
 in any wise whatever it being intended by the said parties to these  
 presents that the same property with the increase thereof shall remain  
 and continue unimpeded during all that time for the benefit and  
 advantage of the children of the said marriage and of their issue as  
 aforesaid And in case it shall so happen that at any time hereafter  
 it may be for the benefit and advantage of the Trust estate hereby  
 conveyed to the said Levy Meyers and Mordecai Meyers and of

This or her  
said completely  
and confidence  
said Myers and  
in the event of  
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the said Jacob  
and wife shall  
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acob P. Henry and  
as the case shall  
be survivors of them  
parties to these  
thereof shall remain  
in the benefit and  
of their spouses at  
any time hereafter  
Myers and of

365 those who are or may be interested therein and it shall be deemed prudent  
and advisable for the same or for any part thereof to be sold it shall and  
may with the consent and approbation of the said Jacob P. Henry and  
of the said Frances Maria Myers his intended wife during their joint lives  
and (or there being spouse of the said marriage living) with the consent  
and approbation of the survivor of them be lawful for such sale thereof to be  
made by the said Trustees or by the survivor of them to the best advantage  
that may be procured. Provided nevertheless and it is the true intent  
and meaning of the said parties and of these presents that other property  
shall be bought with the money to arise therefrom to the full value and  
amount thereof or that the same shall be vested or laid out in the  
purchase of Government or other good, secure, and sufficient securities  
and which shall be taken settled and conveyed according to the  
Trust and confidence herein contained and in no other manner  
whatever. And the said Jacob P. Henry partly to these presents doth  
hereby promise covenant and agree to and with the said Levy Myers  
and Mordecai Myers and the survivor of them as Trustees aforesaid  
that he the said Jacob P. Henry shall and will at all times hereafter  
upon the reasonable request of the said Levy Myers and Mordecai Myers  
and the survivor of them make and seal and execute or cause or procure to  
be made done sealed and executed every such further and other lawful  
and reasonable act thing, devise, conveyance or assurance in the law  
whatsoever for the further better and more perfect granting conveying  
settling confirming and assuring of all and singular the premises  
aforesaid and every part thereof unto them the said Levy Myers and  
Mordecai Myers as Trustees aforesaid and agreeably to the true  
intent and meaning of these presents as shall be by them or by their  
counsel in the law reasonably advised devised and required. And  
lastly the said Levy Myers and Mordecai Myers do hereby promise  
and agree with the said Jacob P. Henry and with the said Frances  
Maria Myers his intended wife that they and each of them do here  
accept of the Trust and confidence hereby reposed in them and  
that they will perform the duties thereof according to the best of  
their respective judgments and that they shall and will during  
the continuance of the Trust aforesaid suffer and permit the said  
Jacob P. Henry during the joint lives of himself and of the said Fran  
ces Maria Myers his intended wife and the survivor of them in case they  
shall be spouse of the said Marriage then living to take and receive  
the use rents and profits arising and to arise from the moiety or half  
part of the Lot of land aforesaid and from the Work and labour  
of the slaves aforesaid without being accountable unto them of

the same In Writings whereof the said parties to these presents have hereunto interchangeably set their hands and seals at the City of Charleston aforesaid on the day and in the month and year first above mentioned —

J.P. Henry (S)

Frances M. Myers (S)

L. Myers (S)

Mord. Myers (S)

Signed Sealed and Delivered  
in the presence of J  
Jacob Cohen Jacob Moised —

Jacob Moised being duly sworn made oath that he was present and saw J.P. Henry Frances M. Myers & L. Myers undersigned sign seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned and that he together with Jacob Cohen witnessed the same —

From to before me the 5<sup>th</sup> January 1815 Sam'l George Atq  
Recorded 5<sup>th</sup> January 1815

The State of South Carolina

This Indenture Tripartite made this Eighth day of December in the year of our Lord One thousand eight hundred and fourteen between William Bold, Esquire of the <sup>first</sup> third part Elizabeth Morgan of the second part and Margaret Munro and James Muirhead of the third part all of the City of Charleston and State aforesaid. Whereas a marriage is with Gods permission intended forthwith to be had and solemnized by and between the said William Bold and the said Elizabeth Morgan, and Whereas the said Elizabeth Morgan is seized and professed in her own right in fee simple of and in a Lot or Parcel of Land situate lying and being on Pinckney Street in the City of Charleston aforesaid measuring in front on said Street Thirty feet, and in depth Eighty nine feet more or less formerly belonging to the Estate of her Father Charles Morgan deceased, and the said Elizabeth Morgan is also professed in her own right of two negro slaves to wit Phoebe and Martilla, and has various claims to and expectations of, divers other property real and personal to which she is now intitled or which may hereafter come to her.

Now this Indenture witnesseth that for and in consideration of the said intended marriage, and also for and in consideration of the sum of Ten Dollars to the said William Bold in hands paid by the said Margaret Munro and James Muirhead at and before the sealing and delivery of these presents the receipt whereof he does hereby acknowledge, he the said

William Bold for himself his heirs, executors and administrators  
Doth covenant promise, grant and agree to and with the said  
Margaret Munro and James Muirhead, their heirs and assigns  
that if the said intended marriage shall take effect, immediately  
after the solemnization thereof they the said Margaret Munro  
and James Muirhead shall take and receive the rents & issues and  
profits of the said Lot of Land and shall also lawfully stand  
and be possessed of the said two negro slaves Phab and Mar-  
tyla with their future issue and increase. Upon Trust  
nevertheless and to and for the several uses intents and purposes  
herein after expressed and declared of and concerning the same  
and the said Elizabeth C Morgan for and in consideration  
of the said intended Marriage and also for and in considera-  
tion of the sum of Ten Dollars to her in hand paid by the  
said Margaret Munro and James Muirhead, at and before  
the sealing and delivery of these presents the receipt whereof she  
does hereby acknowledge, Hath granted bargained sold  
released and confirmed, and Doth by these presents grant  
bargain sell, release, and confirm unto the said Margaret  
Munro and James Muirhead all and singular the said  
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 Margaret Munro and  
James Muirhead their heirs and assigns forever, upon such  
trusts and to and for such uses intents and purposes as are  
hereinafter expressed and declared of and concerning the same  
and for the considerations aforesaid, she the said Elizabeth  
C Morgan Hath in like manner granted bargained and sold  
and Doth by these presents grant bargain sell and deliver  
unto the said Margaret Munro and James Muirhead the  
two negro slaves aforesaid To have and to hold the said two  
negro slaves with their future issue and increase unto the  
said Margaret Munro and James Muirhead their heirs and  
assigns, upon the trusts and to and for the uses intents and  
purposes herein after expressed and declared of and concerning  
the same. And for the considerations aforesaid they the said  
William Bold and Elizabeth C Morgan jointly and severally  
covenant promise grant and agree to and with the said Mar-  
garet Munro and James Muirhead that they the said William  
Bold and Elizabeth C Morgan jointly and severally

shall from time to time and at all times hereafter grant  
bargain sell assign transfers and set over to the said Margaret  
Munro and James Muirhead all and singular the pro-  
perty real or personal to which the said Elizabeth Morgan  
may now be in any wise entitled or which may hereafter come  
to her in her own right by inheritance or purchase or in any  
other manner whatsoever To have and to hold the said  
property real or personal unto the said Margaret Munro  
and James Muirhead their heirs and assigns forever in trust  
nevertheless and to and for the several 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 together with  
their future issue and increase, and the property real or  
personal to which the said Elizabeth Morgan may now  
be in any wise entitled or which may hereafter come to her  
in her own right by inheritance or purchase or in any other  
manner whatsoever. Upon Trust to and for the sole  
and separate use benefit and behoof of the said Eliza-  
beth Morgan, during her natural life, without being  
in any manner subject or liable to the debts contracts en-  
gagements control or disposal of her intended husband  
the said William Bold and if the said intended mar-  
riage take place, and there be issue lawfully begotten between  
the said William Bold and the said Elizabeth Morgan  
and the said William Bold, with such issue survive the  
said Elizabeth Morgan then upon Trust to and for  
the sole use benefit and behoof of the said William Bold  
during the term of his natural life with remainder over to  
their joint issue according to the Act of the General Assembly  
of this State abolishing the rights of primogeniture and if  
there be issue of the said intended marriage and the said  
Elizabeth Morgan with issue survive the said William  
Bold then upon Trust to and for the sole and separate  
use benefit and behoof of the said Elizabeth Morgan  
during her natural life with remainder over to her issue  
according to the said Act of the General Assembly of this State  
abolishing the rights of primogeniture. And the said  
William Bold for the considerations aforesaid doth for  
himself his heirs Executors and Administrators covenant

promise grant and agree to and with the said Margaret Munro and James Muirhead their heirs and assigns, that the said Elizabeth Morgan, notwithstanding the said intended marriage, from time to time and at all times during her coverture, shall have full and complete power and authority to give and make, in her own name, good and sufficient receipts and acquittances for the Rents, issues, profits or income of the said property real or personal, and in case of her death without leaving lawful issue alive at the time thereof, to give dispose of, devise or bequeath, all and singular the said property real and personal to such person or persons as she may think proper in the same manner and as fully in every respect as if she were a female sole and unmarried, and the said William Bold and Elizabeth Morgan for the considerations aforesaid do jointly and severally covenant promise, grant, and agree for themselves and each of them their heirs, Executors, and Administrators, to and with the said Margaret Munro and James Muirhead their heirs, Executors and administrators that they the said William Bold and Elizabeth Morgan from time to time and at all times, at their own proper costs and charges of the said William Bold and Elizabeth Morgan, upon the reasonable request of the said Margaret Munro and James Muirhead, shall make do and execute or cause to be made done and executed all and every such further and other act matter thing deed conveyance or instrument in the Law whatsoever for the corroborating and strengthening these presents, and carrying the same into full effect according to the true intent and meaning hereof for the better conveying and assuring of all and singular the premises hereinbefore mentioned to the said Margaret Munro and James Muirhead their heirs and assigns, upon the several trusts and to and for the several uses intents and purposes herein before expressed and declared of and concerning the same, as by the said Margaret Munro and James Muirhead or either of them or their Counsel learned in the Law shall be reasonably advised devised or required, and the said William Bold for the considerations aforesaid doth for himself his heirs Executors and Administrators, covenant promise grant and agree to and with the said Margaret Munro and James Muirhead that the said Elizabeth

Morgan shall from time to time and at all times have full  
and uncontrolled power and authority to sign seal execute  
and deliver all and every deed conveyance or assurances what  
soever required by the premises, during her coverture, as fully  
in every respect as if she were a feme sole and unmarried  
and the said William Bold and Elizabeth Morgan  
for themselves their heirs Executors and Administrators do jointly  
and severally covenant promise grant and agree to and with  
the said Margaret Munro and James Muirhead their heirs  
Executors and Administrators that they the said William  
Bold and Elizabeth Morgan shall from time to time and  
at all times, during the intended ~~coverture~~ coverture have  
full power and authority, by and with the advice and consent  
of the said Margaret Munro and James Muirhead, their  
heirs Executors and Administrators, to sell and dispose of  
at public or at private sale all or any of the above mentioned  
property real or personal and to vest the proceeds of the same as  
often and in such ways as they the said William Bold and  
Elizabeth Morgan and the said Margaret Munro and  
James Muirhead shall think most advantageous, upon the  
same trusts however and to and for the same uses intents and  
purposes herein before expressed and declared —

In witness whereof the parties to these presents have  
hereunto set their hands and seals at Charleston in the State  
aforesaid the day and year first above written — Wm Bold (SS)  
Signed Sealed & Delivered } Eliza Jane Morgan (SS)  
in presence of the word "Elizabeth" } Margaret Munro (SS)  
being written on an erased in the } James Muirhead (SS)  
third sheet from the beginning.

Elizabeth G. Munro McKing —  
McKing being duly sworn made oath that he was  
present and saw Wm Bold, Eliza Jane Morgan, Margaret Munro  
and James Muirhead sign seal and deliver the foregoing Mar-  
riage Settlement for the uses and purposes therein mentioned  
and that he together with Elizabeth G. Munro witnessed  
the same —

Sworn to before me  
the 16 January 1815 Dant. Chas. Ranele 52

Recorded 16 January 1815 —

State of South Carolina  
Beaufort District 3

V This Indenture made the eighth day of December, in the year of our Lord one thousand eight hundred and fourteen between Elizabeth Caroline Leacraft, widow of Luke Parry deceased and late aforsaid of the one part, John D Ramsey of Silver Bluff Edgefield district of the second part, and William D Martin of the Parish aforesaid of the third part -

Whereas a marriage by good permission is intended to be solemnized between the said John D Ramsey and Elizabeth Caroline Leacraft parties hereto -

And the said Elizabeth Caroline Leacraft being seized and possessed of certain Lands & tenements Negro & other articles of personal property as specified and set forth in the Schedule forming a part of this instrument, & it being agreed by will on her part, & on the part of the said John D Ramsey, that the same should be settled and secured in manner and form following:

Now this Indenture witnesseth that in consideration of the said intended marriage, in case the same shall take place & in consideration also of five Dollars to her in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Elizabeth Caroline Leacraft by and with the advice and consent of the said John D Ramsey, as signified by his being a party to these presents, hath granted bargained sold & by these presents doth grant bargain sell & convey to the said William D Martin all the lands, tenements and hereditaments of which she is seized or possessed, consisting of one undivided half of a tract of Land on the Cukaw Creek, in the Parish aforesaid, whereon the now deceased & late the residence of her deceased husband Christopher Edward Leacraft, as also one half of two undivided Lots in the Town of Beaufort: and that the half acre so sold and delivered to the said William D Martin all the Lands, tenements and hereditaments Negroes, of which she is possessed of the following names,

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be conve  
Sister men

To wit - Polidor, Phillip, Peter, Rose, Lucy, Sidney, a girl &  
Ameria, Cornelia, Harriet, Charly, Anthony, Maria, Mary  
Thomas, Caesar, June, Brutus & Will, to have and to hold all  
and singular the said Land, tenement and hereditaments  
to the said premises belonging, as also all the Slaves, Stock &c &c  
above mentioned & in the Schedule included, to the said  
William D. Martin his Exors & Admrs & the Survivor of such  
to and for the uses and purposes, over the life herein after  
mentioned of and concerning the same vizt - First - It is  
understood and agreed that - the said William D. Martin  
is to hold use and occupy the lands, Negroes &c for the  
benefit support and maintenance of the said Elizabeth  
Caroline Lea craft, & John D. Ramsay during their joint  
lives and for the support maintenance & education of  
the issue of the intended marriage. Secondly, In  
further Trust for the use benefit & advantage of the  
survivor of the said Elizabeth Caroline Lea craft  
and John D. Ramsay. Thirdly in further trust and  
upon this consideration that - the rents issues profits of  
of the said lands, the services of the said Negroes &  
the benefit of the Stock &c &c shall be by the said Trust  
use appropriated and applied in such manner &  
for such purpose, as to the said John D. Ramsay and  
Elizabeth Caroline Lea craft shall direct and appoint  
Lastly, that should the said John D. Ramsay & Elizabeth  
Lea craft both die leaving issue, then and in that  
case the property herein and hereby conveyed shall be  
delivered up to such issue or any one of them who  
ever they shall marry or attain the age of twenty  
one year share and have alike - And it is further  
understood & agreed that any part of the real  
or personal estate hereby conveyed, may be sold  
or exchanged, by the substitution of property of  
the like or more value valued

In testimony whereof the aforesaid parties  
have set their hands and seals the day and year first  
above written - Elizabeth Lea craft  
Sealed and delivered in  
presence of  
W. T. Martin  
Edward Martin

John D. Ramsay L.S.  
W. D. Martin L.B.

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This we  
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4<sup>th</sup> Dec  
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Edmund  
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W<sup>m</sup> and  
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- m, Jr

368 A Schedule of the personal property intended to be conveyed & referred to in the preceding marriage Settlement - 1814 -

1 pair of Bay Horses - 4 Bed, Matrapping and furniture, 3 Tables - two Card Tables, Sett of China together with other articles of household furniture 16 head of Sheep - 20 D. of Stock Cattle -

This Schedule signed & sealed at the same time with the foregoing settlement as witness our hands  
4<sup>th</sup> Decr 1814

Elizabeth C. Leecraft (D)

In presence of

John D. Ramsey (L.S.)

St. L. Martin

Wm. D. Martin (L.S.)

Edmund Martin

South Carolina 3 Barnwell District 3 Edmund & Nathaniel L.

Martin came before me & made oath that they were both personally present & saw Elizabeth Caroline Leecraft, John D. Ramsey & W. D. Martin sign seal & by the act and deed of each of them deliver the above or foregoing instrument, for the use and purpose wherein set forth - And in the same manner and at the same time executed the above Schedule to both of which these deponents were witnesses

Edmund Martin

Sworn to before me

St. T. Martin

17<sup>th</sup> Feb. 1815

Gab Bailey J.P.

Re cor a/c the 18<sup>th</sup> February 1815 -

State of South Carolina - Abbeville District 3

This Indenture made the 3<sup>rd</sup> day of

October in the year of our Lord one thousand eight hundred and fourteen, and in the thirty ninth year of American Independence, Between William McDowell Esq; commonly called County William of the one part and Nancy Smith, single woman of the other part, Whereas, that whereas the said William McDowell and Nancy Smith, being about to join in the holy bond of matrimony and wishing as far as in their power, previous to the solemnization of their intended

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marriage to settle all matters relating to each of their  
prosperity and Estates far as in their power to prevent  
hereafter any trouble, collision or interference or claim  
by the one or the other, to such prosperity or Estate  
whether real or personal as either of them are now  
nominated or propria opf, as hereby each for himself  
agree to the following Settlement - Now The said William  
McDonald for himself his heirs executors and admini-  
strators with hereby covenant to and with the said  
Nancy Smith her heirs executors and administrators  
that notwithstanding the entry did in marriage as  
aforesaid she the said Nancy Smith at all times  
hereafter have hold in occupancy, possession and enjoy  
in her own right and to her own use and benefit  
all the Estate real and personal of what-  
kina power of which she may be seized and  
possesse at the time of the solemnization of the  
said intended marriage, without any hindrance  
claim or demand whatsoever  
from or by the said William McDonald his  
heirs executors administrators or assigns and  
further in case the said Nancy Smith should  
survive him the said William McDonald that  
at his death she the said Nancy Smith is to  
have hold possess receive and enjoy such an  
equal share portion partition or division of  
the personal estate of the said William McDonald  
as shall come to each of the children of the  
said William McDonald which is generally  
called and known by the name of a third  
part - And the said Nancy Smith for her  
self her heirs executors and administrators doth  
hereby covenant to and with the said William  
McDonald that notwithstanding the said intend-  
ed marriage she the said Nancy Smith will  
and by this present doth release renounce  
and forever relinquish into the said William  
McDonald his heirs executors and administrators  
and assigns all right title claim, interest or  
demands and also all right or claim of down-

369 which she may by virtue of the said marriage acquire of  
in or to all or any part of the real estate of the said William  
McDonnell and also all and every portion, partition  
division or distributive share thereof in case of  
the said William McDonnell dying in testate during  
the life time of the said Nancy Smith - In witness  
whereof we have hereunto interchangably set our  
hands and affixed our seals to these presents on the  
day and year first above written -

Signed sealed and delivered  $\frac{1}{3}$  William McDonnell  $\frac{1}{3}$ ,  
in presence of Thomas Riley  $\frac{1}{3}$  Nancy  $\frac{1}{3}$  Smith  $\frac{1}{3}$ ,  
James Riley, Alexander Riley  $\frac{1}{3}$

South Carolina Abbeville District  $\frac{1}{3}$

Personally came Thomas Riley and made oath  
that he was present and did see the within named  
William McDonnell & Nancy Smith sign seal and as  
their act and deed deliver the within instrument of  
writing for the uses and purposes therein mentioned  
& also did see James Riley & Alexander Riley sign their  
names as witnesses to the same - Thomas Riley -  
Sworn to this 22<sup>nd</sup> day of Feb'y 1815 before I do subscribe

Recorded the 27<sup>th</sup> Feb'y 1815 -

State of South Carolina  $\frac{1}{3}$  This, the fourteenth tripartite make  
the in the year of our Lord one thousand eight  
hundred and twelve and of American Independence the  
thirty seventh, Between Jacob R Delge of the parish of St. Barthe  
lomew in the state of South Carolina of the first part, Susan  
and L Hughes, widow of the same Parish of the second part, And  
Bartley Ferguson of Prince William Parish & District of Beau  
fort, and Audina Hughes of Saint Bartholomew Parish & District  
of Colleton Trustees nominated and appointed by the said  
Jacob R Delge & Susanna L Hughes for the uses, intents  
& purposes herein after specified of the third part -

Whereas a Marriage by divine permission is shortly intended  
to be had and solemnized between the said Jacob R Delge  
& Susanna L Hughes & whereas the said  
Susanna L Hughes is now in possession of certain Negro  
Slaves hereafter named Vicki, Penny, Lagos, Nancy, Judy  
Cesar, Lucy, Will & Harry and by the death of her  
husband John James Hughes, she was entitled to a part

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of his Estate consisting of real and personal property which  
he never has divided between his children & himself; also all  
the household furniture, which he now owns, also all the stock  
of horses, cattle, sheep & hogs & stock of every description  
and the said Jacob R. Dilgar is now possessed of certain  
negro slaves named Reynah Bob & Charly, also to an undivided  
part of his sister Mary Williams (Dece<sup>d</sup>) Estate, consisting  
of land & negro - All which said property before  
mentioned, together with the future issues of the female  
the the said Susanna L Hughes by and with the consent  
of the said Jacob R Dilgar testified by his being party to  
and signing and sealing of these presents hath on the day  
of the date of these presents made and despatched into the  
hands of the said Barkley Ferguson & Arthur Hughes, who  
is well and fully authorized and empowered and by  
these presents doth fully authorize and empower and  
by these presents doth fully authorize and empower  
the said Barkley Ferguson, or Arthur Hughes or the survivor  
of them their heirs ex<sup>m</sup> act<sup>m</sup>, in the name of the said  
Susanna L Hughes or in their own names as Trustee  
and for her use and subject to the uses, intents and  
purposes herein after mentioned to ask and demand  
the for and recover and receive in their custody or the  
survivor of them, to keep and hold all and singular  
the personal property, and to take the rents issues and  
profits of the real as well as the personal property, to  
which she now has or may have, as also to the part  
that the said Jacob R Dilgar is now possessed of or may  
be possessed of from the estate of his late sister Mary  
Williams as also the part that she may receive from the  
undivided estate of her late Husband John James Hughes  
and wheresoever on the day of the date of these presents &  
previous to the intended marriage it was and is agreed  
by and between the said parties hereto, that all and sin-  
gular the before mentioned property both real and  
personal should from thenceforth go and be to and  
for the several uses and purposes mentioned hereafter  
and especially concerning the same - Now this Indenture  
witnesseth that in pursuance and performance of the  
said recited agreement and for and in consideration

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571 of the said intended marriage and for other good considerations, it is here declared and agreed by and between all and every of the parties to these presents, and the true intent and meaning of them & by these presents & that the property right, interests and Estate herein before mentioned and alluded to shall be transferred and vested in the aforesaid Barkly Ferguson & Arthur Hughes or the survivor of them, be taken and receive into possession and in their custody, had, held and by them be loaned and rented out, managed and improved, and that the same and the interest, rents, issues & profits and profits thereof and every part and parcel thereof arising and to arise shall henceforth go, be applied and paid to and upon the several Trusts, Intent and purposes, and understand subject to the processes and agreements herein after aforesaid and declared of and concerning the same, that is to say in Trust for the said Susanna L Hughes during her life & at her death to her children, or if she dies before at any time hereafter to will or deed the aforesaid property both real and personal that has been already specified that she shall have full power & authority to do it without the control of any person or persons whatsoever.

In witness whereof the parties have interchanged  
- by set their hands & seals, and dated the day and  
year first above written I. R. Delgez L.S.  
Susanna L Hughes L.S.  
Jacob B Ferguson L.S.  
Anne Ferguson {  
Arthur Hughes L.S.  
Ann Carlton - }  
South Carolina }  
Colleton District } Personally  
appeared before me Ann Carlton, who being duly sworn  
onethat that she was personally present and saw the witness  
named Jacob R Delgez & Susanna L Hughes sign seal and affix their  
act and seal the within instrument of writing for all the  
uses and purposes therein contained, and that on the third side of said  
Deed in the line the word and at her death to her children were  
written and at the same time saw Ann Ferguson together with  
herself subscribe her name as a witness thereto. Sworn to before  
me this 3<sup>rd</sup> December 1813  
John Carlton

M. B. Penckney Q.C. - Recorded 1<sup>st</sup> day March 1815

This Indenture tripartite made the nine  
 teenth day of January in the year of our Lord one thousand  
 eight hundred and fifteen Between Lydia C. Pepper, of 84 Pines  
 Parish in the State aforesaid widow of the one part Alexander  
 Farns of St. Peters Parish, in said State planter of the second  
 part and John Cooper of Buryburg, in said State planter  
 and Alexander J. C. Shaw of Savannah, in the State of Georgia  
 Carpenter trustee nominated and appointed, for the purposes  
 herein after expressed and declared of the third part. Whereas  
 a marriage is intended shortly to be had and solemnized between  
 the said Lydia C. Pepper and Alexander Farns. Now this Inden-  
 ture witnesseth that the said Lydia C. Pepper in consideration  
 of the said intended marriage, and of the sum of one dollar to  
 her in hand paid by the said John Cooper and Alexander C.  
 Shaw, at or before the sealing and delivery of these presents, the  
 receipt whereof is hereby acknowledged, and with the appro-  
 bation and consent of the said Alexander Farns her intended  
 husband, testified by his being a party to, and signing these  
 presents hath given granted, bargained, sold aliened enfeoffed  
 and confirmed, and by these presents doth give, grant, bargain  
 sell, alien, enfeoff and confirm, unto the said John Cooper  
 and Alexander J. C. Shaw their heirs, executors, administrators  
 and assigns, all that rice and cotton plantation, tract of  
 lands, situate on New River in the State of South Carolina  
 called White Hall containing one hundred and fifty two  
 and a half acres, to the same more or less bounded on the  
 North by lands of Samuel Hicklings estate and on the South  
 by lands of Workins Estate and on the West by lands  
 of Thomas Hardee.

And all that Southern  
 moiety, & half part of a lot of lands in the City of Savannah  
 in the State of Georgia, in Washington Ward known by the  
 number sixteen (16) bounded south by oddingsel Street  
 West by Price Street, and east by lot No: (15) fifteen together  
 with all und singular the buildings and improvements, trees, wood  
 under wood, ways waters, water courses hereditaments and appur-  
 tenances whatsoever to the said plantation called White Hall  
 and the said moiety & half part of a lot of land belonging, or  
 in any wise appertaining and all the estate, right, title interest  
 claim and demands whatsoever both at law and in equity of

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373 has the said Lydia C Pepper, of, in, and to the same and to the  
reversion and reversions remanded and remain des thereof, and of  
every part and parcel thereof, and also the following negro slaves  
Our Johannah Charles, Moses Jacob, Buckle, Joe, Rosa & Dick Nancy  
Betty Sarah, Melipa, Hannah, Leah Jim, Ody, and Edward  
with the future issue and increase of the females and also eighty  
head of cattle, a parcel of sheep and horses, and a quantity of  
household and Kitchen furniture, particularly Specified in the de  
sire document annexed To have and to hold the said plantation  
or tract of land and the said half lot of land with the appurte  
nances the said negro slaves, with the future issue and increase of  
the females, the said stock of cattle, sheep horses, household and  
Kitchen furniture, unto the said John Cooper and Alexander C E  
Shaw, their heirs executors, administrators and assigns forever.

I trust nevertheless and to make fit the uses intents and  
purposes herein after expressed and declared, that is to say, to  
make fit the sole and separate use, benefit & behoof of the  
said Lydia C Pepper during the term of her natural life, with  
out impeachment of waste, and not to be subject, or liable for  
the debts of her said intended husband, or in any wise subject  
to his control management or interference, and after the death  
of the said Lydia C Pepper, to such uses trusts and purposes and  
for the uses benefit and behoof of such person & persons as the  
the said Lydia C Pepper by her last Will and testament in writing  
notwithstanding her covariance, may limit, direct and appoint, but  
in case the said Lydia C Pepper shall die without leaving a  
last Will and testament, or shall fail to limit and appoint  
the uses to which the said plantation, half lot of land negro  
and other property shall be subject then from and after the death  
of the said Lydia C Pepper to the sole use benefit and behoof  
of Margaret B Shaw, wife of Alexander J C Shaw her execu  
tors administrators and assigns forever except the two negroes Jim +  
Ody, which said two negroes in case the said Lydia C Pepper  
dies without leaving a will shall go to the use benefit and behoof  
of White William Hardie (an adopted child of the said Lydia  
C Pepper) his heirs executors administrators and assigns forever And  
the said Lydia C Pepper hereby expressly reserves to herself the power  
of selling or exchanging by and with the consent and approbation  
of her said trustees all or any part of the property above mentioned  
she may see fit, provided she vests the money arising from the sale

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of such property in other property and settles or conveys the same  
or any property which she may take or receive in exchange, to the  
same uses and trusts, as are specified, and appointed with  
regard to the property hereby covenanted or intended to be  
conveyed by these presents - In witness whereof the parties  
to these presents have hereunto set their hands & seals the day &  
year first above written —

Lydia C. Peppes (S)

Signed Sealed & delivered  
in the presence of - - -  
Thos. Hardie Mathew J. Patterson

Alexr. Fawne (S)  
John Cooper (S)  
Alexr. J. C. Shaw (S)

Schedule of Stock & Furniture referred in this Settlement

Eighty heads of cattle Twenty heads of sheep Four horses  
one eight day clock One Mahogany side board One dozen sitting  
chairs One dozen Tea & half a Doz. Large silver spoons one set of  
Mahogany dining & tea table One set of Gilt China Three  
feather beds with curtains and bed linnen Three Matresses  
with blankets & bed linnen One Riding chair  
South Carolina Beaufort District S.

Before me personally appeared Mr. Thomas  
Hardie who being duly sworn deposes, that he was personally present  
and saw Lydia C. Peppes Alexander Fawne John Cooper and Alexander  
J. C. Shaw sign seal and as their act and deeds deliver the  
within deed for the uses and interests and purposes set forth in the  
same, and that he the said Thomas Hardie and Mathew J.  
Patterson subscribe their names as witnesses to the due execu-  
tion of the same — Thos. Hardie —

Sworn to and subscribed this fifth day of April 1815

Before me John Horner J. P. Recorded 12<sup>th</sup> April 1815  
The State of South Carolina.

This Indenture made the Twenty Ninth day  
of March in the thirty ninth year of the Sovereignty and independence of  
the United States of America and in the year of our Lord one thousand Eight  
hundred and fifteen: Between James Sharpe of the Parish of Prince Wil-  
liam in the District of Beaufort in the State aforesaid Esquire of the first  
part, Mary Fitzgerald of the parish district and State aforesaid of the Second part  
And James Grayson and Phillip Givens of the same place Esquires of the third  
part; — Whereas ~~they~~ a Marriage is intended by Gods permission  
shortly to be had and solemnized between the said James Sharpe and Mary  
Fitzgerald; — And whereas the said Mary Fitzgerald is and stands possessed  
of and entitled unto sundry Negro slaves Vizt Daphne Peter Gary George

To whomsoever, Peggy left and devised to her by the Will of her Grandmother (see C.M. Gowan). And also that she stands possessed of and entitled unto a considerable Estate both real and personal in the undivided property of her late Father and Uncle Charles Wilson and George Wilson Esquires Deceased.

Now this Indenture witnesseth that in consideration of the said intended Marriage and of the love and affection which the said James Sharpe hath and beareth unto and towards the said Mary Fitzgerald his intended wife and also in consideration of the sum of Two dollars a piece to the said James Sharpe Well and truly paid by the said James Grayson and Philip Givens at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged To be the said James Sharpe by and with the concurrence and consent of the said Mary Fitzgerald testifid by her being a party to and signing and sealing these presents; That the said James Sharpe hath granted bargained and sold: and by these presents doth <sup>grant</sup> bargain and sell unto the said James Grayson and Philip Givens their executors and administrators: All his Estate right title interest claim and demand whatsoever of in and to the Said Negroes above named as also to the Said undivided part or share of the Estate of Charles and George Wilson as aforesaid. To have and to hold the said Negroes Daphne Peter Sary George Baltimore and Peggy as also the said undivided part or share of the Said Estates of Charles and George Wilson together with all and singular the rents Wages increase profits emoluments and advantages thereunto belonging or in any wise appearing unto the said James Grayson and Philip Givens their executors Administrators and Assigns from thenceforth forever. Upon such Trusts nevertheless and for such uses intends and purposes as are herein after expressed and declared of and concerning the same; that is to say Upon trust that they the said James Grayson and Philip Givens do and shall permit and suffer the said Mary Fitzgerald and her assigns to receive and take the rents wages personal services, increase profits emoluments or advantages arising from the said Negroes their issue & and also from the said undivided part or share of the aforesaid Estates of Charles and George Wilson: for her sole, separete use and benefit for and during the term of her natural life. To the intent that the same may not be at the disposal of: or subject or liable to the control debts or engagements of the said James Sharpe her intended husband and her receipt under hand shall from time to time notwithstanding her coveture be a sufficient discharge to the said James Grayson and Philip Givens for as much money as

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shall be exprefed in such receipt. And in case the said Mary Fitzgerald should die in the lifetime of the said James Sharpe then upon Trust to permit and suffer the said James Sharpe to receive and take the rents wages personal Services increase pro-  
fits emoluments and advantages arising from the Said Negroes their issue and also from the said undivided part or share of the aforesaid Estates of Charles and George Wilson for his own use and benefit during the term of his natural life and from and after the decease of the survivor of them the Said James Sharpe and Mary Fitzgerald In trust that the said James Grayson and Philip Green their Executors or Administrators shall assign the said part or the said Negroes Daphne Peter Gary George Fortimore and Peggy their issue & as also the said undivided part or share of the aforesaid Estates of Charles and George Wilson together with the increase therof and all un singular other the premises with their appurtenances unto and among all and every the child and children as well Daughers as Sons of the said James Sharpe and Mary Fitzgerald his intended wife equally between them share and share alike as Tenants in common and not as joint Tenants But it is hereby understood and set forth as the wish and intention of the Parties that in default of all such issue; When the Said Negroes Daphne Peter Gary George Fortimore and Peggy with their issue & as also the said undivided part or share of the aforesaid Estates of Charles and George Wilson together with the ~~entails~~ thereof and all un singular other the premises with their appurtenances To the Sole and only for open use and behoof of him the Said James Sharpe (should he be the Survivor) and to the Sister or Sisters Who may then be living of the Said Mary Fitzgerald That is to say the One half part of the Said Negroes Daphne Peter Gary George Fortimore and Peggy with the half of their issue and also the One half part of the Said undivided part or share of the aforesaid Estates of Charles and George Wilson To him the said James Sharpe and the remaining half part of Said Negroes With half their issue as also the remaining half part of the said undivided part or share of the aforesaid Estates of Charles and George Wilson To the Sister or Sisters Who may then be living of the Said Mary Fitzgerald To be equally divided ~~between them Share and Share alike~~ To them and to their heirs and to and for no other use intent and purpose Whatever ~~wherever~~ In witness whereof the Parties aforesaid to these Presents Indentures

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their hands and seals have set Dated the day and year first above written  
Signed by the day and year first above written  
wherever before the signing sealing executing and delivery of these  
present it is hereby covenanted Promised and agreed between the said  
James Sharpe James L Grayson and Philip Givens that in case the  
said James Sharpe shall think fit or necessary to sell dispose of  
or exchange the whole or any part of the aforesaid mention'd un-  
divided as well as designated Property it shall and may be lawful  
for the Said James L Grayson and Philip Givens (so to do and  
to apply the money arising from such sale in the purchase of any  
other property) and the Property so exchanged upon the aforesaid  
Trusts James L Grayson Esq. James Sharpe Esq. Mary Fitzgerald Esq. Philip Givens  
Esq. Signed sealed delivered in the presence of us. Wtnes for  
John Read B. Branford George Gardner

A Schedule or Inventory of Sundry property Real  
and Personal made over and Secured by a certain Deed attach'd  
hereunto Said Property being Specified in said deed or Settlement  
and Executed this 29<sup>th</sup> March 1813 - Wt: a Negroe Slave  
Daphne Peter Sary George Fortimer and Peggy  
Also. A fourth Part or Share in Sundry undivided Property of Per-  
sonal Est. of Charles Wilson Deceased  
Also. A fourth Part or Share in the undivided Property of the late  
G Wilson Deceased consisting of a house and lot in Beaufort and  
Sundry Negroes James Sharpe Mary Fitzgerald James L Grayson  
Philip Givens Trustees

Witness'd by us John Read B.  
Branford George Gardner. South Carolina District  
of Beaufort. Personally appeared John Read Who being  
duly sworn made oath that he was present and saw James Sharpe Mary  
Fitzgerald James L Grayson and Phillip Givens severally sign  
Seal and as their act and deed deliver the Within instrument  
of writing to and for the uses and purposes therein set forth and that  
the deponent with Branford B. Branford and George Gardner Sub-  
scribed their Names in the presence of each other as Wtnes to  
the due execution of the same

John Read

Before me this 31<sup>st</sup> day  
of March 1813 Wm Smith P.L.

This Indenture tripartite made the fifteenth day of May, in the year of our Lord One thousand eight hundred & fifteen, Between Elizabeth Ewing, one of the Daughters of Adam Ewing, late of Charleston in the state aforesaid, Merchant, deceased, of the first part, Alexander Gibson, of the same place Merchant of the second part, and John S. Prake & Alexander Sinclair, of Charleston aforesaid Merchants of the third part.

Whereas a marriage is intended, by Gods permission shortly to be had & solemnized between the said Alexander Gibson and the said Elizabeth Ewing. And whereas the said Elizabeth Ewing at the time of marriage these presents is Seised and possessed of a considerable Estate & property inherited from her Father the said Adam Ewing, deceased, and otherwise acquired consisting of Lands & Tenements, Plate, Jewels, Furniture & other Effects part whereof will be herein after more particularly mentioned, set forth & described; and also of certain chuses in action, securities for and evidences of Debt, and may hereafter become Seised, possessed of or intitled unto other Estate & property either by means of descent or purchase. And whereof, upon the Treaty of the said intended Marriage it was, and is hereby agreed, by and between the said Alexander Gibson and Elizabeth Ewing, that the said real & personal Estate of the said Elizabeth Ewing, & also all other Estate & property to which the said Elizabeth Ewing now is, or may become intitled, Shall be conveyed assigned, transferred, settled & secured to for and upon the several uses Trusts, Intents & purposes herein after mentioned expressed & declared of & concerning the same. Now, therefore, This Indenture witnesseth that, in pursuance of the said Agreement, & in consideration of the said intended Marriage and also in consideration of one Dollar to the said Elizabeth Ewing by the said John S. Prake & Alexander Sinclair well & truly paid, the receipt whereof is hereby acknowledged. She the said Elizabeth Ewing, by & with the knowledge, privily, consent & approbation of the said Alexander Gibson her intended Husband testified by his being a party to & executing these presents, hath granted bargained, sold & released and by these presents, doth grant bargain sell & release unto the said John S. Prake & Alexander Sinclair and to their heirs and assigns all and singular the real Estate, as if the same were herein particularly described & set forth, to which the said Elizabeth Ewing now is, or may hereafter become intitled unto as aforesaid; and also all the Estate, right, Title, Interest, use, possession, property, profit benefit, Claim & demand whatsoever, both in Law & Equity of

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for the said Elizabeth Ewing of, in unto all living under the said  
Estate hereby granted & released, a intire Estate, & every part  
thereof, to have and to hold the same unto the said  
John L. Peake & Alexander Sinclair and the survivor of them, his  
heirs & assigns for ever, to her the said Elizabeth Ewing, & every part  
& purpose herein after mentioned, except and declareth of it  
concerning the same. And this Indenture further witnesseth  
that for the considerations aforesaid, & by & with the knowledge  
& consent of the said Alexander Sinclair testifying as aforesaid, she  
the said Elizabeth Ewing hath granted, bargained, sold, assigned  
transferred & set over, and by these presents doth grant, bargain,  
sell, assign, transfer & set over unto the said John L. Peake &  
Alexander Sinclair, and to their Executors, Administrators & assigns  
the following Named Negro Slaves to wit, Caesar, Rose, Ambie, Jack  
Lawick, Elsey, Robert, Caesar, Motherville, Katy, Daniel, Nelly, &  
Henry. Together with the future issue & increase of the females and  
also whatever sum of money the said Elizabeth Ewing may now  
have in the hands of Robert Ewing, of London, to which the said  
Elizabeth Ewing is intitled, and also the amount of two Bonds due  
by the late Robert W. Ewing, deceased, the whole of the above mentioned  
sums of Money to be loaned out by the aforesaid Trustee, or the survivor  
of them upon a good, sure & sufficient Bond bearing legal Interest,  
and also all the Silver Plate and Household Furniture which the the  
said Elizabeth Ewing is possessed of or intitled unto, and also finally,  
all & singular other the personal property, as if the same were herein  
particularly described & set forth to which the said Elizabeth Ewing,  
now is, or hereafter may become intitled as aforesaid to have and to  
hold the same unto the said John L. Peake & Alexander Sinclair, & the  
survivor of them, his Executors, Administrators & assigns, to, for and upon  
the several uses, trusts, intents & purposes herein after mentioned, expressed  
& declared of and concerning the same, that is to say, as for & concerning  
all and singular the premises, both real & personal, to have and to  
use & behoof of the said Elizabeth Ewing her heirs, Executrix, Adminis-  
tratrix, & assigns until the solemnization of the said intended Mar-  
riage. - And from and immediately after the solemnization thereof,  
in Trust to be for the sole, separate & exclusive Use, Benefit & behoof  
of the said Elizabeth Ewing, for and during the Term of her natural  
Life without being subject or liable to the debts, charges, Immu-  
nity, or control of her said Intended Husband, and to permit  
& suffer her notwithstanding her Countenance, to receive & take the

Rents, Services, profits, Emoluments & gains of the said Estate, &c  
 said to apply them to her own uses, or in any other way she  
 may think proper, in the same manner as if she were a man &  
 and from & immediately after the death of the said Elizabeth  
 Ewing, In Trust for, and to the use of such Child or Children  
 of hers as may be then living, to be equally divided between or  
 amongst them, if more than one, to him, her & them & to his heirs  
 or their Heirs, Executors, Administrators & assigns for ever, and  
 in case any such Child or Children shall be then dead, having  
 left issue, such issue shall take the share to which the parent  
 would have been entitled, if alive, to be equally divided between or  
 amongst them, if more than one, to him, her & them, and to his heirs  
 or their Heirs, Executors, Administrators & assigns for ever and in  
 case the said Elizabeth Ewing shall survive her said intended  
 Husband, & there shall be no issue of the intended Marriage  
 alive at the death of the said Alexander Gibson, Then In trust  
 for and to the use of the said Elizabeth Ewing, her Heirs Executors  
 Administrators and Assigns for ever, But in case the said Elizabeth  
 Ewing shall die in the life time of her said intended Husband  
 & there shall be no issue of the said intended Marriage then also, then  
 In Trust, for, and to the use of such person or persons, for said Estate &  
 Estate, & in such parts ~~& proportions~~ <sup>of equal</sup> proportions, way & manner, as  
 the said Elizabeth Ewing, notwithstanding her Counterparts by her last  
 Will & Testament, in Writing, or by any Deed purporting to be her Will  
 to be duly executed in the presence of three or more credible Witnesses, she  
 direct, limit & appoint, provide always, nevertheless and it is the true  
 Intent & meaning of these presents & of all the parties thereto that in case  
 it shall, at any time after the said intended Marriage shall have take  
 effect, appear to be for the Interest & advantage of the parties <sup>intended</sup>  
 to sell & dispose of the trust Estate aforesaid, either real or personal  
 or any part thereof, it shall and may be lawful to & for the said  
 Elizabeth Ewing, with the consent & approbation of the Trustees  
 aforesaid or the survivor of them, his Heirs, Executors, Administrators  
 testified in writing, to sell & dispose of the same, & to alter & change  
 the said trust Estate, or any part thereof when, & as often as the  
 may appear to be beneficial & advantageous provided the proceeds  
 thereof be at all times, immediately, or as soon as possible, invested  
 in other Estate & property which shall be settled & secured to, for  
 & upon the several uses, trusts, Intents & purposes herein before men-  
 tioned, And the said Alexander Gibson, for himself & his Heirs.

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Concutors & administrators. South Carolina Conventions, promise grants  
and agrees to & with the said John L. Blake & Alexander Sinclair  
& the survivor of them his concutors & administrators that he  
the said Alexander Gibson shall & will from time to time, & all times  
hereafter, upon the reasonable request of the said John L. Blake &  
Alexander Sinclair or the survivor of them, his heirs, Concutors or  
Administrators, make, do, acknowledge & execute a cause or pro-  
cess to be made, done, acknowledged & Executed, all & every such  
further & other lawful & reasonable act & acts, thing & things de-  
vices, conveyances & agreements in the law whatsoever, for the pur-  
pose better & more perfect settling, dividing & confirming all &  
singular the premises herein before mentioned, or intended to be  
held in & held by the said John L. Blake & Alexander Sinclair, or the survivor of  
them, his heirs, Concutors or administrators, or his or their Counsel learned  
in the Law shall be reasonably desired, or advised & required. In witness  
whereof the parties to this present have hereunto interchangingly  
set their hands & seals this day & year first before written.

Alex. Sinclair, L.S. Alex. Gibson, L.S. Elizabeth Ewing, L.S. John L. Blake, L.S.  
Signed sealed & delivered in the presence of Henry Moore, Clerk of S. Johnston,  
the whole of the 9<sup>th</sup> 25<sup>th</sup> lines & part of the 6<sup>th</sup> & 9<sup>th</sup> lines of the second sheet being first  
struck out, beginning at the word "before" in the sixth line & ending at the word of which  
many words appear to be torn.  
Hick J. Johnston being duly sworn made oath that he was present and  
saw Alex. Sinclair, Alex. Gibson, Elizabeth Ewing & John L. Blake sign  
seal & deliver the within instrument of writing for the uses & purposes there  
in mentioned & that he ~~was~~, together with Mary Moore witnessed the  
same.— Sworn to before me the 16<sup>th</sup> May 1815. Sam'l Burgess, C.R.P.

Recorded 16<sup>th</sup> May 1815.

State of South Carolina:

This Indenture made this thirty first day  
of March in the year of our Lord one thousand eight hundred and fifteen  
and in the thirty ninth of the Sovereignty and Independence of the United  
States of America between John Warlock and Harriet Worcester of the one  
part and Israel Edwards of the other part—whereas an intermarriage be-  
tween the said John Warlock and Harriet Worcester hath lately been solemnized  
to wit on the 19<sup>th</sup> October 1814. And whereas the said John Warlock is seized  
and possessed in fee simple of certain lots of land, clear and free from all  
manner of legal incumbrance, which said lots of land are hereafter spe-  
cified and described—And whereas the said John Warlock is willing and

desirous to make a suitable provision for the support and maintenance of his said wife, for her & their joint lives and by his death, should the his said wife survive him. Now this Deed witnesseth that for and in consideration of the conjugal love and affection which he the said John Barnock hath and beareth for to his said wife and beloved consort, Harriette Barnock, and in further consideration of the sum of one dollar to him in hand paid by Israel Munds - and for divers others good and valuable considerations him therunto specially moving hath granted bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said Israel Munds - his heirs and assigns, all and singular that Lot piece and parcel of land situate lying and being on the north side of George street in the City of Charleston and state aforesaid wherein is a Dwelling house and out houses, and is commonly known by Number (26) twenty six, measuring in front on said street forty seven feet eleven inches (47 ft. 11 in.) and in depth on both sides one hundred and seventy feet, nine inches (178 ft. 9 in.) butting and bounding to the South on George street - to the East on land of Thomas Shepherd To the North on land now lately belonging to the Estate of William Loughton Smith - and to the West on land of Mr. Fisher; Also all that other ~~other~~ lot piece and parcel of Land situate lying and being on the South side of Queen street in the City of Charleston and state aforesaid, measuring and containing in front on said street forty seven feet eleven inches (47 ft. 11 in.) and in depth from said street one hundred and twenty eight feet nine inches (178 ft. 9 in.) be the same more fully butting and bounding North on said street - South on land of Thomas Shepherd, to the East on land late of William Loughton Smith deceased - and to the West on land of Dennis Quinan. Together with all and singular the rights, members, hereditaments and appurtenances to the premises aforesaid belonging or in any wise incident or appertaining. To have and to hold all and singular the premises aforesaid unto him the said Israel Munds - his heirs and assigns forever. Upon the special trust, faith and confidence mutually, and to the several uses intent and purposes, and by virtue, under, and subject, to the powers, provisions, limitations, declarations to uses remainders, and reversions hereby and hereinafter declared limited expressed and intended of and concerning the premises aforesaid That is to say for the use and benefit of the said Joseph Barnock and Harriette Barnock his wife, for and during the term of their joint lives

382 and in case of his said wife after his decease his and after outlive his said decease to the Barnocks his both hereby his warrant and unto the said his heirs, and the said present Barnock for these presents said Israel made promises all manner divers, settled branches who and lastly it to this Deed with well and and herein and duty of fix and set and espouse parties to this day and year signed, sealed Isaac Gregg Isaac Gregg John Barnock the foregoing signed and to sworn to before

State of So

Walter Gibbs  
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383. and in case the said John Barnock should depart this life leaving  
his said wife Barnock his survivor then and from and immediately  
after his decease, to the sole and absolute use and benefit of the said Barnock his  
heirs and assigns forever. But in case the said John Barnock should  
outlive his said wife Barnock then from and immediately upon his  
decease to the sole and absolute use and benefit of him the said John  
Warrenock his heirs and assigns forever. and the said John Warrenock  
doth hereby bind himself, his heirs, executors and administrators to  
warrant and forever defend, all and singular the premises aforesaid  
unto the said Israel Mounds - his heirs and assigns, against himself  
his heirs, and every person whomsoever lawfully claiming or to claim  
the said premises or any part or parcel thereof. And the said John  
Warrenock for himself, his heirs, executors and administrators doth by  
these presents further promise covenant and agree to and with the  
said Israel Mounds - his heirs and assigns that the aforesaid bargained  
premises are free and clear and absolutely acquitted of and from  
all manner and other gifts, grants, bargains, sales, jointures, leases  
dowers, settlements, uses recognizances, judgments, taxes and incum-  
brances whatsoever by him heretofore made, executed or suffered  
and lastly it is hereby understood and agreed, upon by the parties  
to this Deed of Indenture that the said Israel Mounds shall &  
will well and truly execute keep and perform the trust hereby  
and herein reposed in him and faithfully discharge the office  
and duty of a Trustee - and for so doing shall be fully indemnified  
and ~~damaged~~ <sup>and</sup> ~~harmless~~ from any detriments, damage, charges  
and expence by reason of the premises. In witness whereof the said  
parties to these presents have hereunto set their hands and seals the  
day and year first above written. — John Warrenock (L.S.)  
Signed, Sealed & delivered in the presence of } Barnott Warrenock (L.S.)  
Isaac Griggs, John Sam'l Courtney } Israel Mounds (L.S.)  
Isaac Griggs being duly sworn and oath that he was present and saw  
John Warrenock, Barnott, Warrenock & Israel Mounds sign seal and deliver  
the foregoing instrument of Writing for the uses and purposes therein men-  
tioned and that he together with John Sam'l Courtney witnessed the same.  
Sworn to before me the 13<sup>th</sup> May 1815.

Sam'l Burger A.P. Recorded the 13<sup>th</sup> May 1815

State of South Carolina City of Charleston

Articles of Agreement between John

Walter Gibbes of the first part and John G. Mayer & Jacob R. Mayer of the  
second part - Whereas a marriage is agreed upon and intended to be

Shortly had and solemnized between the said John Walter Gibbs and  
 Mary Charlotte Mayer sister of the said John G. Mayer and elact R.  
 Mayer: Whereas the said John Walter Gibbs is seized in fee simple or  
 in otherwise entitled to several tracts or parcels of land, situate in  
 the state aforesaid, under and by virtue of the will of his father  
 John Walter Gibbs deceased, which said will, together with many  
 other writings and papers respecting the said lands, not being im-  
 mediately acceptable, cannot be procured in time to prepare a regular  
 formal settlement of one moiety in value of the said lands, pursuant  
 to the intention and agreement of the said John Walter Gibbs; Now  
 Therefore these Presents witnesseth that in consideration of the said  
 intended marriage, and in contemplation thereof, between the abo-  
 named John Walter Gibbs and Mary Charlotte Mayer & in pursuance  
 of the said agreement, he the said John Walter Gibbs doth hereby con-  
 manent promise and agree to and with the said John G. Mayer & elact  
 R. Mayer, and the survivor of them, and the executors or tressors of  
 the said survivor, that as soon as the said will, writings & papers  
 aforesaid can & shall be procured, or at furthest within twelve  
 months after the date hereof, he the said John Walter Gibbs will do  
 perform and execute such deed or deeds, acts, matters or things, as shall  
 be requisite or reasonable for the effectual settling and apportioning of one  
 moiety in value of all and singular the lands aforesaid under and by  
 virtue of the will aforesaid, to and for the several uses, intents and  
 purposes hereinafter mentioned; that is to say to and for the use benefit  
 and behoof of the said John Walter Gibbs, and the said Mary Charlotte  
 his now intended wife, for and during their joint lives, & from and after  
 the death of either, then to and for the use of the survivor during her  
 her natural life, and from and after the death of such survivor, to and  
 for the use benefit and behoof of the children of the said John Walter  
 Gibbs and his said intended wife Mary Charlotte, equally to be divided  
 between the said children or issue of the said marriage, as tenants in  
 common in fee simple: Provided nevertheless, however, should any of  
 the said children die under age, unmarried, and without leaving  
 issue living at his or her death, his or her share shall descend to his or  
 her Brother or Sister, brother or sisters; provided the said death or deaths  
 should happen during the lives of the said John Walter and Mary  
 Charlotte, or during the life of the survivor; and moreover, it is further  
 provided, if the said John Walter Gibbs should first depart this life  
 leaving no issue of the said marriage, or at the death of the said Mary  
 Charlotte, surviving him, she should leave no such issue than

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living, the said land or lands so to be settled as above, shall after  
the expiration of her the said Mary Charlotte's life, estate therein, vest in  
and descend to and upon the right heirs of the said John Walter or such  
other persons as he may appropriately Deed or will duly executed, freed  
and discharged from all the uses and trusts herein declared or to be  
declared in the Settlement to be executed as aforesaid subject only  
to the Widows life estate as before mentioned; And it is further  
Provided and declared, should the said Mary Charlotte die before  
the said John Walter, leaving no issue of the said Marriage living  
at her death, or should she leave issue living at her death, who should  
afterwards die, in the life time of the said John Walter, under age,  
unmarried & without leaving issue at such death, then in such case  
the said land or lands so hereby agreed to be settled as such as shall  
be in pursuance hereof hereafter settled, shall, on such death of the  
said Mary Charlotte, the said John Walter surviving her or on such  
death of the said issue, after the death of ~~their~~ their said Mother but in  
the life time of ~~their~~ <sup>their</sup> Father, become absolutely in full simple the  
property of the said John Walter his heirs & assigns forever, freed and  
discharged of and from all and singular the uses and trusts hereinbefore  
declared or in the Settlement to be executed in pursuance hereof, to be  
dealt with the said John G. Mayes and Jacob R. Mayes & the  
surviving & the Executor or Heirs of the survivor, that the said Deed or Deeds  
of Settlement as aforesaid, shall be executed within the time aforesaid  
stated to them, or the survivor, or the Executor or Heirs of survivor, as follows  
viz for his said intended Wife Mary Charlotte & himself, and the said  
issue of the said Marriage and moreover that the said Deed or Deeds  
shall contain the customary and reasonable powers for selling and  
exchanging the lands to be thereby settled, and investing the purchase  
money in other lands, or in personal property in lieu thereof or the  
same uses and trusts as in the said Deed or Deeds to be executed in  
pursuance hereof, & and likewise all other powers, provisions, clauses  
covenants and agreements usually inserted in Settlements of this  
nature, & proper for effecting any of the purposes aforesaid. In  
Witness whereof the parties have hereunto set their hands & seals this  
second day of November A.D. Eighteen hundred and a half Fourteen  
Signed sealed & delivered in the presence of { John Walter Gibbs (L.S.)  
Ann Wyatt, Christopher Nelson } John G. Mayes (L.S.)  
Charleston District of S. Personally affixed Jacob R. Mayes (L.S.)  
My self Ann Wyatt who being duly sworn maketh oath that she was present

and saw John Wattles Gibbs, John G. Mayes & Jacob R. Mayes  
swearly sign, seal and deliver their marriage articles and that  
this deponent and Christopher Nelson subscribe their names  
as witness thereto done to before me the 20<sup>th</sup> Ann Wyeth  
Sworn to before me 20<sup>th</sup> May 1815

Ja: C. Folke. J.P. Recorded 20<sup>th</sup> May 1816.

South Carolina Beaufort District ✓

Memoandum of Articles of a marriage settlement  
to be made entered into between Edmonds Martin & Elizabeth Jas-  
quon both of the district & State aforesaid, Writingspeth, that the  
Said Edmond Martin, binds himself, his heirs & 's'forth, to execute  
in a reasonable & convenient time, a deed of marriage settlement  
to a trustee or trustees to be mutually named by the parties to the  
present, whereby he shall convey to the Said trustee or trustees, all  
the property of which the S<sup>t</sup> Elizabeth is possessed, consisting of  
the following Negroes, viz . Dick an old fellow & Doll his wife, their  
child Bella, & Sam a young fellow, upon the following trusts &  
conditions, viz For the joint use of the S<sup>t</sup> parties during their lives  
and to their issue & in case there should be no issue, then to the  
use & benefit of the Survivor reserving a Liberty to the Said  
Edmonds Martin so to use & exercise the S<sup>t</sup> negroes for their  
joint benefit as he may think proper & to appropriate the profits  
arising from their labor in such manner as he may conceive  
prudent. And lastly it is to be understood that the S<sup>t</sup> Edm<sup>d</sup>  
Martin shall have the liberty of exchanging Said negroes or any  
of them by & with the advice & consent of the trustee or trustees  
upon the substitution of others of the like or more active value

In witness whereof the parties have hereunto set  
their hands & seals this 20<sup>th</sup> April 1815. Edm<sup>t</sup> Martin (S)   
In presence of T. Clegg Che<sup>r</sup> Garrison — Elizabeth Ferguson (S)  
South Carolina S. Lukes Parish

Lachus Ayer, came before me & made oath  
as the law requires that he was present & did see Edmond  
Martin & Elizabeth Chiquard sign & seal the foregoing articles  
of a marriage settlement: and that Charles Gillmore together  
with himself signed their names as witnesses thereto at the same  
time — — — — — *L. Ayer*

Sworn to before me 13<sup>th</sup> July 1895 G. B. Bailey Esq -

- Recorded 15<sup>th</sup> July 1815 -

This Indenture tripartite made this twenty ninth day of June in the year of our Lord 1815 Between William Colman now residing in the Town of Beaufort of the first part, Elizabeth C Lawrence of the same place widow of the second part and William Toyne Stephen Lawrence and Samuel Lawrence of the third part —

Whereas a marriage is shortly intended to be had and solemnized between the said Elizabeth C Lawrence and William Colman —

And whereas the said Elizabeth C Lawrence is now possessed of a considerable Personal Estate consisting of negroes and other slaves herein after particularly named, also in and to an undivided share of the Estate of Samuel Lawrence deceased bequeathed to her in and by the last Will and Testament of the said Samuel Lawrence —

Also an Estate for life in or to a certain Plantation or tract of lands on Port Royal Island containing Two hundred & fifty acres bequeathed to her for the term of her natural life by John Givens deceased — And whereas upon the treaty of & previous to the said intended marriage it hath been and is agreed upon by and between the said William Colman and Elizabeth C Lawrence that the Estate aforesaid of the said Elizabeth C Lawrence shall be by her granted and apnigned to and vested in them the said William Toyne Stephen Lawrence and Samuel Lawrence and the survivors and the survivors of them and the heirs Executors and Administrators of such Survivors upon the Special trust and confidence nevertheless and to and for the several uses intent and purposes herein after mentioned expressed & declared of and concerning the same Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the said intended marriage and also of one dollar to the said indenture Elizabeth C Lawrence in hand well and truly paid the receipt whereof is hereby acknowledged and for divers other goods and sufficient causes and considerations her thenceunto moving she the said Elizabeth C Lawrence by & with the party and consent of the said William Colman her intended husband testifies by his being a party to and executing these presents that granted Bargained and sold and by these presents doth grant Bargain sell and deliver unto the said William Toyne Stephen Lawrence and Samuel

Lawrence the following Negro Slaves namely Minda Betty Foky more Maria Nancy & Jackey also all the Household furniture Carriage and Horses bequeathed to the said Elizabeth C Lawren

by the Said Samuel Lawrence deceased and the said Elizabeth C Lawrence in pursuance of the aforesaid agreement and for the consideration aforesaid hath also assigned transferred and set over and by these presents doth assign transfer and set over unto them the Said William Toyne Stephen Lawrence and Samuel Lawrence all and Singulalr the life Estate of the Said Elizabeth C Lawrence in and to the tract of Land & Plantation bequeathed to her by the said John Givens deceased as aforesaid and also the Share or part of the said Elizabeth Lawrence in and to the undivided Estate of the said Samuel Lawrence deceased so devised to her as aforesaid. To have and to hold the said Negro Slaves with the future issues and increase of the female and also the aforesaid Estate for life and part of the undivided Estate aforesaid and all and Singulalr other the premises herein before mentioned or meant and intended to be hereby assigned transferred and set over unto them the Said William Toyne Stephen Lawrence and Samuel Lawrence and the survivors and survivors of them and the heirs Executors administrators of such survivors upon the Special Trust and Confidence herewith and to and for the several uses intents and purposes herein after declared of and concerning the same and each and every of the parties to this Indenture hath agreed that the same shall be limitedly settled and apured in manner following that is to say To the use benefit and behoif of the Said William Colman during the joint lives of the Said William Colman and Elizabeth C Lawrence his intended wife and in case the Said Elizabeth C Lawrence should die in the life time of the Said William Colman leaving One and more of the Said Marriage living at the time of her death then from and immediately after such death In trust for the use benefit and behoif of the Said William Colman for and during the term of his natural life and at his death to the Said William Toyne Stephen Lawrence and Samuel Lawrence and the survivors and survivors of them and the heirs Executors & administrators of such survivors In trust to be equally divided among such issue if more than one share and Share alike if only one In trust for that no his & her Executors administrators and assigns forever. And in case the Said William Colman should die in the life time of the Said Elizabeth C Lawrence his intended wife leaving One of

the said intended marriage living at the time of his death then and in such case all and singular the lands intended to be apportioned to his wife. On trust to and for the use of the said Elizabeth Lawrence for and during the term of her natural life and at her death in trust for the use benefit and behoof of such issue if more than one share and share alike and if only one to that end his or her Executor administrator and assigns for ever. But if at the time of the death of the said William Colman or Elizabeth Lawrence which ever shall first happen there should be no issue living of the said Marriage then from and immediately after such death On trust to pay and deliver over all and singular the Estate negroes and property herein and herby settled and conveyed to the sole and only use of the survivor which survivor of them the said William Colman and Elizabeth Lawrence shall survive the other to have and to hold the same to such survivor.

And it is also further agreed upon by and between the said parties that as soon as a division of the Estate of the said Samuel Lawrence deceased be made the said William and Stephen Lawrence and Samuel Lawrence the survivors or survivors of them shall at the request in writing of them the said William Colman and Elizabeth Lawrence or the survivors of them sell and dispose of that part of the Estate of the said Samuel Lawrence whether Real or Personal to which the said Elizabeth Lawrence is entitled and shall make and execute bills of sale and all other sufficient release for the same and pay the proceeds of such sale or sales into the hands of the said William Colman and Elizabeth Lawrence or the survivors of them.

In witness whereof the said parties to these presents have hereunto set their hands and seals on the day and the year first above written say the twenty ninth day of June A.D. 1815 -

Sayled and delivered in the presence of *Eliza Lawrence (L)*  
*Jane H. Ellis & E. Grayson* *Wm. Colman (E.S.)*

State of South Carolina Beaufort district

Personally appeared before me Edwards J Grayson who being duly sworn maketh oath and saith that he was present and did see Elizabeth Lawrence and William Colman sign and deliver the above instrument of writing as their act and deed for the purposes therein mentioned and that he together with Jane H. Ellis subscribed their names as witnesses thereto *E. J. Grayson*  
 Sworn to before me this 11 day of July 1815

*John M. Verdis Junr. 26*

Recorded 4 August 1815

Whereas John B. Poy, in conformity to an agreement  
 before his marriage with his wife Elisabeth Poy (formerly Blinckstettem)  
 did convey on the 20 day of April eighteen hundred and ten to the Queen  
 of the City of Savannah, in trust for his wife the said Elisabeth Poy  
 (the said John B. Poy & Elisabeth being at that time residents of Beau-  
 fort District & State aforesaid) the following negro slaves & their future  
 increase & issue, to wit, one negro boy named Isaac & one girl named  
 Clarissa, one negro man named Exeter & his wife Tifa, with their chil-  
 dren Joe & Eliza, & negro man named Frank & his wife Betty, together  
 with their three children Miss, Peter & Andrew, one negro man named  
 Liberty & his wife Matilda, with their three children, Jacob, Cecilia  
 & Hester, one negro woman named Mila & her child Margaret, & one  
 negro man named March, in number nineteen, & whereas, the said  
 negroes were liable for the payment of the debts of John Scovens deceased  
 they the said negroes being allotted to the said Elisabeth Poy, according  
 to the last Will & Testament of her father the said John Scovens  
 deceased, & it now being necessary to sell a part of the said negroes (one  
 of them, to wit, Isaac having been actually sold) for the purpose of paying  
 the debt of the said John Scovens deceased, which has & will further  
 alter & disturb the marriage settlement aforesaid. This Indenture  
 made this 31<sup>st</sup> day of July Eighteen hundred & fifteen Beaufort that  
 the marriage settlement above recited is re-established & confirmed  
 in the manner & form following, to wit, of the said John B. Poy, for  
 & in consideration of the sum of one hundred dollars to me paid in hand before  
 the sealing & delivering of these presents & also for & in consideration, to wit  
 in case the said Elisabeth Poy happens to survive the said John B.  
 Poy, she hath agreed & doth hereby agree to relinquish & renounce all  
 claims, which she might sustain by right of Dowry, to any part of  
 the real or personal estate whereof the said John B. Poy might be  
 seized & possessed, & entitled to at any time during her continuance, unless  
 the said John B. Poy from his mere will & pleasure should bequeath  
 her any part of it, have granted, bargained, transferred & set over, &  
 doth hereby grant bargain, transfer, assign & set over to John Scovens  
 the brother of the said Elisabeth, all those following negro slaves  
 with their future increase & issue, to wit, one negro man named Exeter  
 & his wife Tifa with their two children Joe & Eliza & Andrew and the son  
 of Eliza, one negro man named Frank & his wife Betty, together with  
 these two children Peter & Rose, one negro man named Liberty & his wife  
 Matilda, with their child Hester, one negro woman named Mila &

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agreement  
Elizabeth Brown,  
to John Brown  
Elizabeth Rosey  
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with their chil  
Betty, together  
men named  
Jacob Cecilia  
Margaret, & one  
hereas, the said  
Brown deceased  
John Rosey, agreed  
John Brown  
of negroes/men  
to purpose of paying  
I will further  
His indenture  
Witnesseth that  
I & Confirmed  
John B. Rosey, his  
wife in hand & eye  
consideration, to wit  
the said John B.  
& renounce all  
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B. Rosey might be  
covetous, unless  
should bequeath  
& set over, &  
John Brown  
negro slaves  
man named East  
Ferdinando the son  
Betty, together with  
med Liberty & his wife  
named Elizabeth

191 these children Margaret, Henry & Andrew four ages now named above  
his wife Cecilia & their child Matilda, in number nineteen. To have & to  
hold all & singulars the negroes last mentioned unto the said John Brown  
in Trust, to & for the several uses intent, & purposes herein after expressed &  
declared, & to & for no other use, intent & purpose whatsoever, that is to say, to  
the use of the said Elizabeth Rosey & her son John Stanhope Rosey, & to per  
mit the said Elizabeth from time to time & at all times notwithstanding  
her Coverture, & whether she shall be sole or married to have & keep all &  
singulars the negroes last above mentioned, limited by the provisions herein  
after expressed, with their future increase & issue, together with the profits  
of their labours, with power to the said Elizabeth manage & direct the  
same in such manner as she shall think fit, without the control, & being  
 liable & subject to the contracts, debts, forfeitures & engagements of the  
said John B. Rosey her husband, but only at her sole & separate disposal  
as her own proper estate, as fully & in all respects as if she was sole &  
unmarried, provided & it is hereby expressly agreed & declared between  
the parties above mentioned, that the said John Stanhope Rosey shall  
be entitled to & receive from the monies & profits arising from the labours  
of the negroes aforesaid, a sum or sums adequate to defray the expences  
of his Support & education, to be paid by the said Elizabeth without  
any charge for the same & whenever the said John Stanhope Rosey shall  
arrive at the age of twenty one Years, he shall be entitled to & receive & one  
half of the number of the negroes aforesaid, which shall be equal in value  
to the other half, which other half shall be allotted to the said Elizabeth  
Rosey, to be transferred to such person or persons, at the time & times, & in  
such parts & proportions, manner & form as she the said Elizabeth shall  
notwithstanding her Coverture, by any writing or writings under her hand &  
seal or by her last Will & Testament in writing duly executed, direct &  
limit & appoint, to the intent that the same may not be at the disposal  
& subject to the control debts, forfeitures & engagements of the said John  
B. Rosey, provided also & it is hereby expressly agreed & declared that  
should the said Elizabeth Rosey leave or have no other surviving children  
besides the said John Stanhope Rosey the negroes which may be allotted  
to her agreeable to the division above mentioned, shall descend to & shall  
be absolutely vested in the said John Stanhope Rosey for ever —

In witness whereof the said John B. Rosey & Elizabeth his wife  
doe this 21 day of July 1815 sett their hands & affixed their seals the date  
of Settlement first executed & recited above being at the same time given up  
& destroyed in presence of Elizabeth Rosey (21)  
" negroes of the said John B. Rosey" interlined before signed, John B. Rosey (21)  
Thomas C. Brown May 93. Proctored.

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personally appeared before me Thomas E. Garrison  
who being duly sworn deposes and saith that he saw John S.  
Perry and Elizabeth his wife subscribe the within Instrument of  
Leaving for the purpose therein contained and that Mary E.  
Porter was present and was a subscribing witness unto the same  
Sworn to and subscribed before me Thomas E. Garrison  
the 1<sup>st</sup> day of August 1815 M<sup>r</sup> Goyne A. S.

Recorded 4<sup>th</sup> August 1815 -

The State of South Carolina V

This Indenture tripartite

made the Twenty Sixth Day of May --- in the  
Year of our Lord one thousand Eight hun-  
- dred and Fifteen, between William  
Robert Bull of the City of Charleston in  
the State aforesaid Gentleman, of the  
first part, and Frances Pinckney Webb  
also of the City of Charleston and State  
aforesaid of the second part and Charles  
Webb of the Parish of Saint Bartholomew  
in the District of Colleton and State  
aforesaid, Gentleman, and

of the third part Whereas, a marriage  
hath been agreed upon, and intended,  
with the permission of Almighty God  
to be soon had and solemnized between the said  
William Robert Bull and Frances Pinck-  
ney Webb, And the said Frances Pinckney  
Webb being entitled to certain Leashold  
Estates, to wit a term of years, in certain  
Lots of Land situate, lying and being on  
Wentworth Street and on Beaufoin  
Street, that is to say, two on the aforesaid  
Wentworth Street, and two on the aforesaid  
Beaufoin Street, commonly known, as  
Lots No<sup>rs</sup> 21 and 22, and 35, and 36, and  
which from the original leases not  
being now to be conveniently had; and  
examined, are not now more particularly

393 described, as also to the following Negroe  
Slaves to wit Indy, Sampson, Deborah, June  
Kate, Old Roger, Dazy, Old Lucy, Massy Cuffee,  
Nicholas, Moosa, Sipio, Jaffla, John, Old  
Jenny, Sue, Corolla, Casoo, Mary Ann, little  
Chance, Old Chance, Deborah, Bungey, Ned,  
Jenny, Tenah, Boutus, Avey, Celia, Richard,  
Nicholas, Ben, Hinah, Harriett, Lucy, Old  
Dick, Mary, Fanny, Tobi, as also a certain pro-  
portion of her Fathers Estate, who was the late  
Benjamin Webb Esquire of Ashpoo, deceased,  
which proportion has not yet been ascertained  
and determined, as also to some monies due on  
account of debts due to her the Said Frances  
Pinckney Webb from her Fathers Estate  
which cannot now be ascertained and  
determined, but it is understood and  
agreed to by all the Parties to these Pre-  
sents, that both the said proportion  
of her Fathers Estate to which the said  
Frances Pinckney Webb may be entitled  
and the said debts, due from her fathers  
Estate to her the said Frances Pinckney Webb,  
when ascertained and determined, shall be  
upon the same trusts, and for the intents and  
purposes, and with and subject to the powers, pro-  
visions, declarations, and agreements, herein  
after declared and expressed, of and con-  
cerning the same, as if the same were now  
fully and certainly known and ascertained,  
and the said Frances Pinckney Webb, being  
entitled as aforesaid to the property aforesaid  
one, it was upon the treaty for the said  
intended marriage proposed and agreed, by  
and between, the said William Robert  
Bull, and Frances Frances Pinckney  
Webb, that the said Leasehold Estates,  
together with the said Negroe Slaves so  
before particularly mentioned, and the  
said proportion of her Fathers Estate to

which the said Frances Pinckney Webb may be entitled, as also the monies due from her Father's Estate to her the said Frances Pinckney Webb should be & transferred to the said Charles Webb and upon the trusts for the intents and purposes and with and subject to the powers, provisions declarations, and agreements, herein after declared and expressed of and concerning the same, and it was also agreed by and between the said William Robert Bull and Frances Pinckney Webb, that the said William Robert Bull should receive the rents and profits of the said leasehold Estates of the said Negro Slaves, of the proportion of her Father's Estate, to which the said Frances Pinckney Webb may be entitled, as also of the said monies due to her from her Father's Estate for and during his life, and after his Death, if he should leave the said Frances Pinckney Webb, his intended wife, alive at the time of his Death, and also issue of the intended marriage alive at the time of his Death, ~~and~~ then the said rents and profits to go to her the said Frances Pinckney Webb during her widowhood, and if she did not marry again after the death of the said William Robert Bull, her intended husband then for and during the remainder of her life, and after her Death then to the said issue herein after mentioned, and if there was no issue living at the time of the Death of the first of the said William Robert Bull and Frances Pinckney Webb who should die, then the said Leasehold Estates together with the Negro Slaves aforesaid and the proportion of her Father's Estate to which the said Frances Pinckney Webb may be entitled and the monies due to her the said Frances Pinckney Webb from her

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395. doth declare shall give to her as her own after  
mentioned And whereas the Frances Pinckney  
Webb hath with the favor and consent of  
the said William Robert Bull her intended  
husband accordingly transferred the said  
leasehold estates, and the said Negroe  
Slaves before mentioned, together with the  
proportion of her Fathers estate to which  
she may be entitled, and the debts due to  
her from her Fathers Estate to the said  
Charles Webb and  
Now this Indenture witnessed that in  
pursuance and performance of the said  
proposal and agreement touching on  
concerning the said leasehold estates,  
the said Negroe slaves above particularly  
mentioned the said proportion of her Fathers  
Estate to which the said Frances Pinckney  
Webb may be entitled, as also the said monies  
due to her from her Fathers estate, and  
in consideration of the said intended  
marriage, and for making some provision  
for the said Frances Pinckney Webb in case the  
said intended marriage shall take effect,  
and she shall happen to survive the said  
William Robert Bull her intended husband,  
and for the issue of the intended marriage  
if there shall be any such it is hereby declared  
and agreed by and between all and every  
the Parties to these Presents, that the said  
leasehold estates and the said Negroe Slaves so  
before particularly mentioned together with  
the future issue and increase of the females,  
and the said proportion of her Fathers estate  
to which she may be entitled and the said  
monies due to her the said Frances Pinckney  
Webb from her Fathers Estate, shall stand  
in the names of the said Charles Webb and  
as aforesaid, and that  
they and the survivor of them his executors

396 administrators, and assigns, do and stand, and be possessed of the said leasehold estates, and the said Negroes together with the future issue and increase of the females and of the said proportion of her Father's Estate to which the said Frances Pinckney Webb may be entitled as also of the said monies due to her from her Father's Estates, and the annual produce thereof upon the Trust, for the intents and purposes, and with and subject to the powers, provisions, declarations, and agreements, herein after declared and expressed of and concerning the same, that is to say In trust, and for the said William Robert Bull his Executors, administrators and assigns in the mean time, and until the said intended marriage between the said William Robert Bull, and the said Frances Pinckney Webb shall be had and solemnized, and from and immediately after the solemnization of the said intended marriage then upon trust, that the said Charles Webb and the said and the survivor of them his Executors, administrators, and assigns do and shall from time to time, during the life of the said William Robert Bull, pay or cause to be paid all the interest and annual produce of the said leasehold estates of the said Negroes Slaves as before particular by agreement and of the future issue and increase of the females of the said proportion of her Father's Estate to which the said Frances Pinckney Webb may be entitled and also the monies due to her from her Father's Estate, as the same shall accrue, unto the said William Robert Bull for and during the term of his life, or to such person or persons as he

Robert Bull and his wife Frances Pinckney  
of the receipt and payment of the said  
William Robert Bull of my or of such per-  
son or persons to whom he shall direct or ap-  
point the same to be paid as aforesaid, signed  
with his or their hand or hands, shall be  
from time to time a good and effectual  
discharge for so much of the said interest  
and annual produce, as shall be therein  
expressed and acknowledged to be  
received. And if at the time of the death  
of the said William Robert Bull the  
said Frances Pinckney Webb his intended  
wife shall be alive, and if there shall be  
issue of the said intended marriage,  
alive at the time of his death then upon  
trust, that they the said Charles Webb  
and/or the survivor of them his executors  
administrators or assigns, shall and do  
permit and suffer the said Frances Pin-  
ckney Webb or her assigns to have receive  
and take, the interest and annual profits  
of the said household Estates, of the said  
Negroe Slaves, of the future issue and  
increase of the females, of the said pro-  
portion of her Fathers Estate to which  
she may be entitled, and also of the  
said Monies due to her by her Fathers Estate,  
for and during the term of her widowhood, or  
if she should not marry again after the death  
of the said William Robert Bull her in-  
tended husband, then in such case for  
and during the remainder of her life,  
and if the said Frances Pinckney Webb  
should so happen to survive her intended hus-  
band and should die leaving issue, alive at  
the time her death, to be begotten by the  
said William Robert Bull her intended  
husband, then from and after her death,

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then the said deceased Estate, then  
Ayece Slave so before partition by jointure  
and also the future jointure in manner of the  
females and also the said proportion of  
her fathers Estate to which the said Frances  
Pinckney Webb may be entituled, and also the  
monies due to her the said Frances Pinckney  
Webb from her fathers Estate, to be upon trust  
for all and every the child and children of  
the said William Robert Bell or the body  
of the said Frances Pinckney Webb for his  
intended wife to be begotten, and to go, to be paid,  
assigned or transferred to such or children if  
there be more than one equally to be divided  
among them whole and share alike, if Sons  
upon there attaining the age of Twenty one  
Years or if daughters then upon their attaining  
the age of Eighteen Years or shall be respective-  
ly married which shall first happen to them  
their Heirs, Executors, Administrators or assigns  
for ever; but if their should be only one child  
there upon trust for him or her to go to be paid  
assigned and transferred to him if a son upon  
his attaining the age of Twenty One Years and  
to her if a daughter upon her attaining the  
age of Eighteen Years or upon her being Married  
which ever shall first happen to him to her or  
his or her Heirs Executors Administrators and  
assigns for ever. And if there shall be more  
than one child and any one of the said Children  
shall die before attaining the said age of Seventy  
One Years or if daughters before attaining the  
said age of Eighteen Years or if the Daughters  
shall die before they shall have been Married,  
then so much of the said share or shares of the  
said child or children who shall so die, as  
shall not have been laid out expended  
or paid for the Education or advancement  
in the world of such child or children who  
shall die shall go to the survivor or survivors.

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to her to have or to have other his Executors,  
Administrators and assigns for ever, and  
upon further trust that from and after  
the decease of either the said William Robert  
Bull and Frances Pinckney Webb they the  
said Trustees and the survivor of them,  
and their Executors, Administrators and assigns  
of such survivor do and shall in the  
mean time and untill the share or shares  
of such child or children of and in the  
said Trust Estate so before particularly  
mentioned, shall become payable, assignable  
or transferable to him her or them  
respectively may apply and dispose of  
the interest and produce of the said  
Trust Estate so above particularly men-  
tioned or any part or parts thereof in favor  
or towards the maintenance education  
of the such child or children respectively  
in such manner as they the said trustees  
or the survivor of them or the Executors  
Administrators and assigns of such survivor  
shall in his or their discretion think fit any  
thing contained herein to the contrary  
~~notwithstanding~~, Provided always  
and it is hereby declared and agreed by and  
between the Parties to these presents that if  
there shall not be any issue be gotten by  
the said William Robert Bull upon the  
body of her the said Frances Pinckney Webb  
his intended wife or if there shall be any  
child or children be gotten between them,  
and all and every such child or children  
be gotten between them ~~between~~ being a  
son or sons shall die without issue before  
he or they shall attain his or their age or ages  
of Twenty one Years or being a daughter  
or daughters shall die before she or they  
shall attain less or their age or ages, or shall

\* That is to say before the said Charles Webb dies or dies before his wife Frances Pinckney Webb attains her majority or before she marries

be married & she or they shall die, then the said  
 Leasehold estates the said Ctegroe Slaves  
 together with the future issue and increase  
 of the females together with the proportion  
 of her Father's Estate to which the said Frances  
 Pinckney Webb may be entitled together with  
 the monies due to her from her Father's Estate  
 shall go to the survivor of them, the said  
 Frances Pinckney Webb and William Robert  
 Bull to his or to her heirs, Executrix, admi-  
 nistrators or assigns for ever Provided  
 also and it is hereby declared by and between  
 the parties to these Presents and agreed unto  
 that it shall and may be lawfull to and  
 for the said William Robert Bull and  
 Frances Pinckney Webb his intended wife  
 and the survivor of them at any time here  
 after and from time to time by any writing  
 or writings signed with their hands or  
 the hands of the survivor of them to nominate  
 or appoint any other person or persons to be  
 a trustee or trustees in the place and stead  
 of the said Charles Webb and  
 and that when and so often as any trustee or  
 trustees shall be so nominated or appointed  
 as aforesaid the said leasehold estates, to-  
 -gether with the said Ctegroe Slaves  
 so before particularly mentioned, and the  
 future issue and increase of the females  
 and the said proportion of her Father's Estates  
 to which the said Frances Pinckney Webb may  
 be entitled, and also the monies due to her  
 the said Frances Pinckney Webb from her  
 Father's Estate shall be  
 thereupon with all convenient speed assign-  
 ed and transferred by the then trustee  
 or trustees so and in such manner as that  
 the same may and shall be legally and ef-  
 fectorially vested in such new trustee or trustees  
 upon the like trusts for the like intents and pur-