

54- & l'en l'indant le dit mariage tout en meubles qu'immeubles a quelques
titre que ce soit, & si c'est la future qui fait l'acte d'émancipation, elle
exprimera en outre son Douaire, habitation & Recours, & de plus
Hypothèque. & Dans le Cas où la future s'acquiesce obligée aux dits
dites, elle & ses dits enfants n'ont acquiescé, garantie & indemnité
sur les biens de la future Epouse. Sur les quels biens sous raison de toutes
clauses & Conditions du présent contrat hypothécaire est acquise à
Comptes de ce jour. Par la future de la future Communauté la
future Epouse pourra sur les biens d'icelle d'une portion de Quatre
Mille francs pour son entretien & son dévotion personnel dans les
quelles seront compris les Gages de sa femme de Chambre; la
quelle portion la future Epouse touchera par quantités sur les dits
quittances & d'avance. Par la future Epouse se font par ce
présent Donation Mutuelle & Reciproque en la meilleure forme
que Donation Reciproque Malois, au profit du survivant d'eux, & accepté
par chacun d'eux pour ledit survivant, de tous les meubles meublants,
Linge, Vaisselle, argenterie, chevaux, équipages & autres effets de cette
nature qui est l'Epouse d'icelle du premier mourant, le survivant
garantira la maison qui sera celle de son domicile. Par la future
= Pour par le survivant jouir, faire & disposer du tout en pleine
Propriété à Comptes de ce jour d'icelle, soit qu'il laisse des enfants
dudit mariage, soit qu'il n'en laisse pas. Par la future = C'est ainsi
que le tout a été convenu & accordé entre les parties contractantes.
= Puis faire valoir & inscrire en présent par tout ou besoin sera
les parties ont donné tout pouvoir au porteur d'icelle et d'en
requies Acte. Par la future = fait & passé a Paris le 10
Notaires soussignés se sont transportés dans l'appartement de
Madame Saturninbourg, le seize thermidor de l'an Neuf de la
République française & ont signé avec les dits Notaires. La Minute
des Reverses demeurant au pouvoir de Mr. Bro l'un d'eux. Par la future
= Enregistré a Paris au bureau de Luxembourg le vingt trois
thermidor an Neuf f. 33. Volume 6. Pour quatre cents dix neuf
francs, dix centimes, dixième compris & outre de l'émancipation dans le
délai de loi, signé M. Millier. Par la future. En présent délivré aujourd'hui
= deux Reverses l'un mil huit cents neuf par Mr. Charles Henry Lebrun
& son Collègue Notaires impériaux a Paris impériaux soussignés
sur la Minute d'icelle étant en la possession dudit Mr. Lebrun
Commun Successeur immédiat de Mr. Bro ancien Notaire. / Signé
Lebrun, Sec. Par la future = Nous président du Tribunal de première instance
du département de la Seine Certifions véritable les signatures de

52- Le me Lebrun & Jean Notaires impériaux a Paris et qui soy-
ont été ajoutés tant en Jugement qu'en: infirmité de quoi
Nous avons signé en Remise aux quilles nous avons fait
approuver le tout au Tribunal. Paris ce trente trois mil huit
cents Neuf signé Sabary /
Recorded 18th June 1811

The State of North Carolina, This Indenture hipar-
-like made the twentieth day of January in the year of our
Lord one thousand eight hundred and eleven, Between
Rachel Milligan of Daughton of Joseph Milligan late
of the City of Charleston in the State aforesaid Merchant
Deceased of the first part, John Russell of the said City
and State aforesaid of the second part and Margaret
Milligan of the said City and State aforesaid of the third part
Whereas the above named Joseph Milligan duly made
and published in writing his Last will and Testament
bearing date the Eighteenth day of February in the year
of our Lord one thousand Eight hundred and nine and
thereby devised and bequeathed unto the said Rachel Mil-
-ligan a considerable property and Estate as in and by
the said Will may more fully appear, And Whereas a mar-
-riage is intended by the permission of God to be shortly
had and solemnized between the said John Russell
and the said Rachel Milligan Now this Indenture
Witnesseth that in consideration of the said Marriage so
to be had, and for the settling and securing all and every
part of the aforesaid Estate and property both real and
personal, to which the said Rachel Milligan now is or
hereafter shall become entitled unto to the several uses
intent and purposes hereinafter declared expressed limi-
-ted or appointed of and concerning the same and in
consideration of one Dollar to the said Rachel Milligan
in hand paid by the said Margaret Milligan at and
before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged she the said Rachel
Milligan hath granted bargained sold released conveyed
and confirmed and by these presents doth grant bargain
sell release, convey and confirm unto the said Margaret

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53 Milligan and to her heirs and assigns all and singular the Real Estate as if the same were herein particularly described and set forth to which the said Rachel Milligan now is or hereafter shall become entitled unto as aforesaid and also all the Estate Right, Title, Interest use profits property Benefits trust claim and demands whatsoever of her the said Rachel Milligan of in to or out of all and singular the said Real Estate intended to be hereby granted bargained sold or released or any part or parcel thereof in any wise howsoever. To have and to hold the same unto the said Margaret Milligan her heirs and assigns to and for the several uses intents and purposes hereinafter expressed limited or appointed of and concerning the same and for the considerations aforesaid the said Rachel Milligan hath bargained sold assigned and set over and by these presents doth bargain sell assign and set over unto the said Margaret Milligan and to her Executors administrators and assigns all and singular the personal property as if the same were herein particularly described and set forth to which the said Rachel Milligan now is or hereafter shall become entitled unto as aforesaid also all and singular the personal property in the annexed schedule set forth of which the said Rachel Milligan is now possessed of in her own Right, To have and to hold the same unto the said Margaret Milligan her Executors administrators and assigns to and for the several uses intents and purposes hereinafter expressed limited or appointed of and concerning the same that is to say as for and concerning all and singular the premises as well real as personal to the use and behoof of the said Rachel Milligan her heirs Executors administrators and assigns until the solemnization of the said intended marriage and from and immediately after the solemnization of the said intended marriage then in trust notwithstanding that the said Margaret Milligan her Executors administrators and assigns shall receive and well and truly pay over and dispose of the rents issues labours and profits of the said premises to and for the joint use and benefit of the said John Russell and the said Rachel for and during the term of their joint lives but to be in no wise subject to or liable for the present or future debts or engagements of the said John and from and immediately after the death of either of them the said John and Rachel then upon trust that the said Margaret Milligan her heirs Executors administrators and assigns shall and do receive and well and truly pay over and dispose

of the rents issues labors and profits of the said premises to and
 for the use and behoof of the survivor of them for and during
 his or her natural life: and from and immediately after the
 death of such survivor then to and for the use and behoof of
 such child or children of the said intended marriage as shall
 be alive at the time of the death of such survivor of the said John
 and Rachel and also of the issue of any of the children of the
 said intended marriage who shall have died previous to the
 death of the survivor of the said John and Rachel such issue
 to take such parts as their parents if alive would have been
 entitled unto. and to their heirs Executors administrators and
 assigns forever free clear and absolutely discharged of and from
 all and every and any other of further trust use condition li-
 mitation or restriction whatsoever. But in case either the said
 Rachel or the said John should die without issue of the said
 intended marriage living at the time of such death then the
 said trust Estate real and personal to vest absolutely in the
 survivor his or her heirs Executors administrators and assigns
 forever free clear and absolutely discharged of and from all
 and every and any other or further trust use condition
 limitation or restriction whatsoever and it is the express
 agreement and understanding of all parties to these presents
 that at the request and with the consent of the said Rachel
 and John in Writing signed by both or the survivor of them
 it shall and may be lawful to and for the said Trustee to
 sell and convey away all or any part of the premises real
 or personal. provided notwithstanding that the proceeds thereof
 be vested in other Estate or property by the trustee and subjec-
 ted to and for the several uses intents and purposes aforesaid.
 In Witness whereof the said parties to these presents have
 hereunto set their hands and seals the day and year
 first above written. W^m Russell J^r Rachel Milligan J^r
 Margaret Milligan J^r Sealed and delivered in the presence
 of Owen Kneight Rich^d M^r Cornieot

Scheduled to which the 7th line of the second page of the said refers
 viz. one Side Board, one set Dining Tables, one set Tea Tables,
 one set Card Tables, one Bed Head with Bed bedding complete
 one set of Glass ware consisting of Decanting water Pitchers, Tumblers, &c.
 Six Dogs, Spades, Shovels, &c. The State of South Carolina
 Charleston District J^s. Personally appeared M^r Richard

35 McCormick who being duly sworn according to law made oath to say that he was present & saw John Russell Rachel Milligan and Margaret Milligan severally sign seal and as their respective act and deed deliver the within instrument of writing to & for the uses intents & purposes therein set forth and that he this deponent together with Owen Keough subscribed their names as witnesses to the due execution thereof. Rich^d. McCormick, sworn to before me this 25th January 1811. Ch^l. Glover 26, Recorded 19th August 1811—

South Carolina This Indenture of bargain and sale made this eighth day of August in the year of our Lord one thousand eight hundred and eleven and in the thirty sixth year of the Independence of the United States of America Between Sarah Smith of the City of Charleston State of South Carolina of the one part, Clinton Griffin of the State of Kentucky of the second part and John Roche of the City of Charleston State aforesaid of the third part Whereas a marriage by Gods permission is shortly to be had and solemnized between the said Sarah Smith and the said Clinton Griffin And Whereas the said Sarah Smith and the said Clinton Griffin have agreed to settle in two Houses and lots on the South Side of Beresford Alley Number Seven and Eight in the City and State aforesaid and five Negro Slaves to wit, Peta, Jenny, Lewis, Sally and Dorcas, the property of the said Sarah Smith to the Uses hereinafter mentioned Now this Indenture Witnesseth that in pursuance of the said agreement in consideration of the said intended Marriage and also of ten Shillings Sterling money to the said Sarah Smith in hand well and truly paid by the said John Roche the receipt whereof is hereby acknowledged She the said Sarah Smith hath granted bargained sold delivered aliened remised released and confirmed and By these presents doth grant bargain sell deliver alien remise release convey and confirm unto the said John Roche all those two houses and lots of land and negroes aforesaid together with all and singular the rights Members and appurtenances to the said two Houses and lots belonging or in any wise incident or appertaining To have and to hold the said two houses and lots of land

54 of the rents issues labors and profits of the said premises to and
for the use and behoof of the survivor of them for and during
his or her natural life: and from and immediately after the
death of such survivor then to and for the use and behoof of
such child or children of the said intended marriage as shall
be alive at the time of the death of such survivor of the said John
and Rachel and also of the issue of any of the children of the
said intended marriage who shall have died previous to the
death of the survivor of the said John and Rachel such issue
to take such parts as their parents if alive would have been
entitled unto. and to their heirs Executors administrators and
assigns forever free clear and absolutely discharged of and from
all and every and any other of further trust use condition li-
mitation or restriction whatsoever. But in case either the said
Rachel or the said John should die without issue of the said
intended marriage living at the time of such death then the
said trust Estate real and personal to vest absolutely in the
survivor his or her heirs Executors administrators and assigns
forever free clear and absolutely discharged of and from all
and every and any other or further trust use condition
limitation or restriction whatsoever and it is the express
agreement and understanding of all parties to these presents
that at the request and with the consent of the said Rachel
and John in Writing signed by both or the survivor of them
it shall and may be lawful to and for the said trustee to
sell and convey away all or any part of the premises real
or personal. provided notwithstanding that the proceeds thereof
be vested in other Estate or property by the trustee and subject-
ed to and for the several uses intents and purposes aforesaid.
In Witness whereof the said parties to these presents have
hereunto set their hands and seals the day and year
first above written. Mr. Russell (ss) Rachel Milligan (ss)
Margaret Milligan (ss) Seated and delivered in the presence
of Owen Keough. Rich. Mc Cormick
Schedule to which the 7th line of the second page of this Deed refers
viz, one side Board, one side Dining Table, one side Tea Table,
one side Card Table, one Bedstead with Bed & bedding complete
one set of Glass ware consisting of Decanters, water Pitchers, Tumblers, &c.
Five Dogs, five Shovels, &c. The State of South Carolina
Charleston District ss. Personally appeared Mr. Richard

McCormick who being duly sworn according to law made oath to say that he was present when John Russell Rachel Mulligan and Margaret Mulligan severally sign seal and as their respective act and deed deliver the within Instrument of writing to the said Interests & purposes therein set forth and that he this deponent together with Owen through subscribed their names as witnesses to the due execution thereof. Rich^d. McCormick, sworn to before me this 25th January 1811. Ch. Flynn 2d, Records 14th August 1811—

South Carolina This Indenture bipartite made this Eighth day of August in the year of our Lord one thousand Eight hundred and Eleven and in the thirty sixth Year of the Independence of the United States of America Between Sarah Smith of the City of Charleston State aforesaid of the one part, Clinton Griffin of the State of Kentucky of the second part and John Roche of the City of Charleston State aforesaid of the third part Whereas a Marriage by Gods permission is shortly to be had and solemnized between the said Sarah Smith and the said Clinton Griffin And Whereas the said Sarah Smith and the said Clinton Griffin have agreed to settle In trust two Houses, Lots on the South side of Beresford Alley Number Seven and Eight in the City and State aforesaid and five Negro Slaves to wit, Peter, Sunny Lewis Sally and Pallas, the property of the said Sarah Smith to the use hereinafter mentioned Now this Indenture Witnesseth that in pursuance of the said agreement in consideration of the said intended Marriage and also of ten Shillings Sterling money to the said Sarah Smith in hand well and truly paid by the said John Roche the receipt whereof is hereby acknowledged She the said Sarah Smith hath granted bargained sold delivered aliened remised released and confirmed and By these presents doth grant bargain sell deliver alien remise release convey and confirm unto the said John Roche all those two houses and lots of land and negroes aforesaid together with all and singular the rights Members and appurtenances to the said two Houses and Lots belonging or in any wise incident or appertaining to have and to hold the said two houses and lots of land

50 and all and singular the premises and also the
said negro Slaves with the future Issue and increase
of the females unto the said John Roche his heirs
executors administrators and assigns upon the Spe-
cial trust and confidence Nathaniel and to and
for the several uses Intent and purposes hereinafter
limited expressed and declared of and concerning
the same that is to say In trust to the use of the said
Sarah Smith until the said intended Marriage
shall be had and solemnized and from and
Immediately after In trust to the sole separate and
distinct use of the said Sarah Smith for and during
the term of her natural life free from the controul
Intermeddling Debt contracts engagements present or
future of her said intended husband and the said
Clinton Griffin with power to the said Sarah Smith
to receive the rents Issues and profits of the said two
Houses Lots and Negroes and to give receipts and
Discharges for the same in as full and ample a
manner as though she were a feme sole and
upon the decease of the said Sarah Smith in trust
to and for George Lewis Simler's son of the said
Sarah Smith to him his heirs and assigns forever
free and discharged from all further use and
trust whatsoever, In Witness whereof the said
parties to these presents have set their hands and
affixed their seals the day and year first above
written, Sarah ^{her} Smith ^{her} Clinton ^{his} Griffin ^{his}
John Roche ^{mark} sealed and Delivered ^{mark} in the pre-
sence of Rich^d Wall, Tho^s Towle, Charleston &
Richard Wall being duly sworn made oath that
he was present and saw Sarah Smith and Clinton
Griffin make their mark seal and John Roche
seal and deliver the foregoing Instrument of
Writing for the purposes therein mentioned and
that he with Thomas Towle Witnessed the same
Sworn to before me this 23 day of August 1811—

Dan^l Geo. Rarred J. P —
Recorded 23. August 1811 —

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State of New Jersey

This Indenture of Partite made the eighth day of July in the year of our Lord One thousand eight hundred and Eleven Between Mary Withers now of Elizabeth Town in the State of New Jersey but late of Georgetown in the State of South Carolina of the first part and John H. Read of Charleston in the State of South Carolina of the second part - and Robert S. Withers and Francis Withers of Georgetown in the State of South Carolina of the third part, Whereas a Marriage is intended by Divine permission shortly to be had and solemnized between the said Mary Withers and the said John H. Read, And whereas the said Mary Withers is now lawfully and rightfully possessed in her own right of the following real and personal Estate that is to say all that plantation or tract of land situate in Georgetown district and State of South Carolina upon Wingaw Bay supposed to contain One hundred and sixty acres of Swamp Land besides high land being that part of the lands of the late Mr. James Withers which fell to the said Mary Withers on a division and is described in the papers relating to that division as follows namely: commencing at a live oak marked XIII near the former ferry landing with all the land on Southeast side of the Road to the back line of the said tract, formerly belonging to Mr. - Tract. a tract adjoining Messrs. Levi and Moses Myers) excepting two hundred acres W^o taken from the back part of it for tract No. 1, Three fields adjoining a bank now the line between the Estate of John Oyar and James Withers computed at forty acres, more or less with an outlet of fifty feet from tract No. 1. the Road to be the line between the two tracts: Also the following Negro and other Slaves named, Schmael, Dix, Laco, Baby, Sarah, Bob, David, Big John, Sally, Castille, Phoebe, Rachel, Toney, Billy, Grace, Ned, Janney, Edward, Prince, Julia, Johnny, Bob, Sallie, Buck, Katy, Mary Ann, Sauncer, Primus, Phillip, Little John, Sampson, Tom, Aham, Charles, Nellah, Dolphus, Philander, Hope, Human, Nancy, Mary, Rynah, Sarah, Frank, Aham, Baby, Peggy, Maryann, Molly, Chloe, Toney - Sarah, Lucy, Tom, Hester, Peter, Phillis, Grace, Vinney, Joe, Grace, Violet, Kate, Eddy, and an Infant, name unknown, Merriam, Mary Ann, Venus, Rose, Old Kate, Charlotte, Maria, Black Betty, Billy, Billy, Betty, Isaac, Lydia, Katey and Charles, And whereas in prospect and consideration of the said intended marriage the said Mary Withers and the said John H. Read have agreed that the said Mary Withers shall grant bargain sell and convey the said land, and Negroes, of which she is co-as-
and

aforesaid possessed and entitled unto, to the said Robert
 and Francis Withers and to their heirs executors and admin-
 istrators In trust nevertheless to and for the several and
 respective uses intents and purposes hereinafter mentioned
 expressed and declared of and concerning the same. Now
 this Indenture witnesseth that in pursuance of the said agree-
 ment and in consideration of the said intended marriage
 and also for and in consideration of the sum of five pounds
 to the said Mary Withers in hand well and truly paid by
 the said Robert & Francis Withers at and before the sealing
 and delivery of these presents the receipt whereof is hereby
 acknowledged and for settling and assuring all and
 singular the premises to and for the several uses intents and pur-
 poses hereinafter mentioned expressed and declared and for
 divers other good causes and considerations the said Mary
 Withers thenceunto moving she the said Mary Withers by and
 with the consent, privity, approbation and agreement of the
 said John W. Read testified by his being made a party to and
 signing sealing and delivering these presents hath granted
 bargained sold and delivered and by these presents doth grant
 bargain sell and deliver unto the said Robert & Francis Withers
 their heirs executors and administrators all and singular
 the said lands and negroes and other slaves hereinbefore
 described and of which the said Mary Withers is now pos-
 sessed and entitled unto together with the future issue and
 increase of the female slaves. To have and to hold the said lands
 and slaves before described and intended to be conveyed
 and future issue and increase of the female, unto the said
 Robert & Francis Withers their heirs executors and adminis-
 trators for ever In trust nevertheless and to and for the several
 and respective uses intents and purposes and with and
 under the several limitations hereinafter mentioned and
 declared of and concerning the same, that is to say In
 Trust to and for the use benefit and behoof of the said
 Mary Withers her heirs executors administrators and assigns
 until the said intended marriage shall be solemnized
 and take effect and from and immediately after the
 solemnization of the said intended marriage then upon
 this further ^{trust} and confidence that they the said Robert
 & Francis Withers their heirs executors and administrators

shall well and truly permit and suffer the said John H. Read and
 the said Mary Withers to have the use, occupation and enjoyment
 of the said lands and slaves herein and hereby intended to be
 conveyed and the future issue and increase of the female
 slaves during their joint lives and for their joint use and
 to have receive and take the rents issues profits and proceeds
 thereof, but so as that the said lands and slaves and the said
 Rents issues profits and proceeds thereof should not be subject to or
 liable for the debts of the said John H. Read and in case of
 the death of the said John H. Read or Mary Withers, whichever
 may first happen, without leaving issue of the said intended
 marriage then upon this further trust and confidence that
 they the said Robert & Francis Withers their heirs, executors and
 administrators shall stand possessed of the said lands and
 negroes and the future issue and increase of the females
 to and for the use of the survivor of them the said John H.
 Read and Mary Withers his or her heirs and assigns forever
 and shall recognize and assure the same to him or her
 his or her heirs or assigns freed and discharged from any fur-
 ther trusts or limitations whatsoever, But in case of the
 Death of the said John H. Read or Mary Withers leaving
 issue of the said intended marriage then upon this further
 Trust and confidence that the said Robert & Francis Withers
 their heirs, executors and administrators shall stand seized
 and possessed of the said lands and negroes and the future
 issue and increase of the females to and for the joint use of the
 survivor of them the said John H. Read and Mary Withers during
 his or her natural life and the children of the marriage and
 from and immediately after the death of the survivor, in case
 the said John H. Read should survive the said Mary Withers
 in trust for all and singular the child or children of the said
 intended marriage his, her or their heirs and assigns forever
 But in case the said Mary Withers should survive the said
 John H. Read then in trust as aforesaid during her natural life
 and from and immediately after her death in trust for all and
 singular the children of the said Mary Withers his, her or their
 heirs and assigns forever freed and discharged of and from
 all further or other trusts or limitations whatsoever But in case
 any child or children hereinbefore provided for should happen
 to die during the life time of the said John H. Read or

Mary Withers leaving issue, such issue shall be entitled to the share or portion of the said money and Slave which his her or their parent or parents may be entitled at his her or their death, Provided always and it is hereby declared and agreed by and between the said parties to these presents that in case the said John H. Read and Mary Withers should at any time hereafter be desirous to make sale of all or any of the Slaves herein mentioned and intended to be conveyed or their future issue then and in such case it shall and may be lawful to and for the said John H. Read and Mary his wife at any time hereafter by any writing or writings to be signed and sealed in the presence of two or more credible witnesses jointly to sell and convey the said Slaves and their increase or any part thereof so as upon and at the time or times respectively of making such sale or sales as aforesaid they the said John H. Read and Mary his wife do vest in the hands of the said Robert & Francis Withers, their heirs executors and administrators other property to be of equal value with the Slave or Slaves so sold by them the said John H. Read and Mary his wife which said property do to be vested in lieu of the Slave or Slaves which may be sold as aforesaid shall be held by them the said Robert & Francis Withers, their heirs executors and administrators for the same uses, upon the same trusts and for the same intents and purposes as the said Slaves stood by these presents limited declared and conveyed and subject to before such sale as aforesaid. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. By mutual consent pursuant to signing, two Trustees have been adopted instead of one, the plural case has therefore throughout this Instrument been substituted where & when necessary, John Harleston Read, Esq, Mary Withers, Esq, sealed & delivered in presence of M. Wilkinson, Esq, J. M. Wilkinson, Esq, Est. Wilkinson, Esq, New Jersey. It is remembered, that on this tenth day of September in the year of our Lord, one thousand eight hundred and eleven, William Wilkinson the subscribing Witness to the execution of the Within Instrument Personally came before me William Chalmers one of the Justices in the Court of Chancery for the State of New Jersey who being duly sworn on his Oath says that he

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61. did see the parties thereto actually sign and seal and execute the
respective voluntary act and deed for the uses and pur-
poses therein expressed and that the covenants and intercalations were
voluntarily made and assented to by the parties before execution
sworn the day and year above. — Willis Wilkinson —

Written, Wm. Chetwood, Master in Chancery, New Jersey, B: —
It is remembered that on this tenth day of September in the year
of our lord one thousand eight hundred and Eleven E. Wilkinson
one of the subscribing witnesses to the within Instrument of fore-
closing, personally appeared before me William Chetwood one of
the Masters in Chancery for the State of New Jersey and being
duly sworn on her oath says that she did see Mary Withers one
of the parties execute the same as her voluntary act and deed
for the uses and purposes therein expressed and that the covenants
and intercalations in the said Instrument were made and
assented to before execution, E. Wilkinson, sworn the day and
year above written, before Wm. Chetwood, Master in Chancery
South Carolina Georgetown District, Office of Meane Colney-
ance 23^d September 1811. I do certify that this Instrument of
Writing is duly recorded in record Book J pages 119 & 120 &
Examined by William Croft. D. R. M. C. G. S. C. —
Recorded the 25th of September 1811. —

State of South Carolina

This Indenture made the fourth day of June
in the year of our lord one thousand eight hundred
and Eleven, Between Ann Hawkins Libby on the first
part, Wm Libby and Robert Little on the second part,
and Robert Aldrich on the third part, and whereas
an intended marriage is about to take place between
Robert Aldrich and Ann Hawkins Libby, and the said
Ann being in her own right posses^r of sundry personal
and intitled to sundry real Estate given her by her
Father, and also other property of his in reversion, which
real and personal Estate it is the wish and intent of said
Ann and also the wish of and at the particular request
of the said Robert, that the same shall be convey^d to her
Brother Wm Libby and her friend Robt Little to be In-
Trust for the sole use and benefit of her the said Ann
free from the intermeddling or controul of said Robert
Aldrich and not in any manner to be liable for any
demands.

62 demands whatever that may now or hereafter be brought against him, But the said Estate to be for her sole use and benefit, as much so as if the said marriage may have never taken place - Now therefore be it known that I Ann Hawkins Libby for and in consideration of ten shillings to me in hand paid at and before the sealing and delivery of these presents, by William Libby and Robert Little the receipt whereof I do hereby acknowledge, have bargained and sold and by these presents do bargain sell and deliver to said Mr Libby and Robert Little, Forty four shares in the Bank of South Carolina, and also two female Negro's named Merian and Phillis, with all their future issue and increase, and also all my right and title to any and every part of my Father's Estate, that I am intitled unto, or that may be in reversion for me, real or personal, To have and to hold all the aforesaid property unto the said William Libby and Robert Little to them and their Executors Administrators or assigns, In Trust nevertheless for the said Ann Hawkins Libby, & for no other intents herein after expressed, that is to say, For the sole use and benefit of said Ann Hawkins Libby, and for such other person or persons as she the said Ann may give and bequeath unto by her last Will and Testament, duly executed - before at least two Competent witnesses, and the said Robert Aldrich on his part with at any time hereafter at the reasonable request of said William Libby and Robert Little, or either of them, Execute any other Deeds that may be necessary for the better securing the said Trust Estate so as to answer the true intent and meaning of this Deed, In Witness whereof we the parties have hereunto set our hands and seals the day and year as above written

Signed Sealed and Delivered in the presence of John R. Magall
A. Hawks -

Ann H. Libby (ss)
Robt. Aldrich (ss)
William Libby (ss)
Robt. Little (ss)

63. L. K.
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63. S. Carolina. Personally appeared Mr. J. H. Haver who
Charleston Dist. being duly sworn made oath that he
was present and saw the within named Ann the Negro, Re-
bert Aldrich, William Selby and Robert de la Hoya
sign seal and as their act and deed deliver this Instru-
ment of writing to and for the use and purposes therein
set forth, and that he the Deponent with John R. Myatt
subscribed their names as witnesses to the due execution
of the same, sworn to before me July 15. 1811 John G. Mayes
Recorded 16th October 1811

South Carolina

This Indenture made the nineteenth day of September
- bor in the year of our Lord one thousand eight hundred and Eleven
Between Thomas Wright of the City of Charleston in the State aforesaid
of the one part, Eliza McCormick of the same place Widow of the second
part, and John Everingham of the same place Merchant and Thomas
Mackie of the City of Philadelphia of the third part; Whereas a mar-
riage by Gods permission is shortly to be had and solemnized be-
- tween the said Thomas Wright and the said Eliza McCormick, and
Whereas the said Eliza McCormick at the time of executing these
presents, is possessed and entitled unto in her own right a per-
- sonal property consisting of six Negro Slaves, named Eliza, Tom
Vintan, Caroline, Eliza and Sarah, and various articles of House-
hold and Kitchen furniture contained and particularly enu-
- merated in a list or schedule thereof hereunto annexed and made
part of these presents: And whereas upon the treaty of the said
Marriage it hath been and is agreed between the said Thomas
Wright and the said Eliza McCormick that the said six Negro Slaves
above named and the household and Kitchen furniture contain-
- ed in the schedule thereof hereunto annexed together with the future
Issue and increase of the female Slaves shall be by her the said
Eliza McCormick, bargained sold, assigned deliv'ed and vested in
the said John Everingham and Thomas Mackie their Executors ad-
- ministrators and assigns to for and upon the several trusts intents
and purposes hereinafter mentioned, limited and declared of and
concerning the same, Now this Indenture Witnesseth that in pur-
- suance of the said recited agreement and in consideration of
the said intended marriage and also in further consideration
of the sum of One Dollar to her the said Eliza McCormick well and

64. huly paid by the said John Everingham and Thomas Mackie
or one of them at and before the sealing and delivery of these
presents the receipt whereof is hereby acknowledged and
for divers good causes and considerations hereunto especially
moving the the said Eliza M' Cormick by and with the consent
privity and approbation of the said Thomas Wright her
intended husband testified by his being made a party
to and signified by his being made a party to and signing
and sealing these presents, which he doth in consideration
of the said intended marriage hath granted bargained and
sold, and by these presents do grant bargain and sell unto
the said John Everingham and Thomas Mackie the said
six Negro Slaves above named and the articles of House
hold and Kitchen furniture contained in the schedule
hereunto annexed together with the future issue and increase
of the female Slaves, to have and to hold the said six Negro
Slaves together with the future issue and increase of the
female Slaves and the articles of Household and Kitchen
furniture contained in the schedule thereof hereunto annexed
unto the said John Everingham and Thomas Mackie and
the surviving of them their Executors administrators and assigns
in trust to and upon the several uses intents and pur=
poses and Subject to the several provisos and Condition
hereinafter mentioned expressed and declared of and
concerning the same and for no other use intent or pur=
pose whatsoever, that is to say in trust to and for the use
Benefit and behoof of the said Eliza M' Cormick her Exe=
cutors administrators and assigns until the solemnization
of the said intended marriage and from and immediately
after the solemnization thereof in trust to and for the use
benefit and behoof of the said Thomas Wright and Eliza
M' Cormick during their joint and natural lives and
from and after the death of the said Eliza M' Cormick if
she should die before the said Thomas Wright leaving
Issue of her body by the said Thomas Wright then in trust
to and for the use benefit and behoof of such child or
children if more than one their Executors administrators
and assigns forever, as tenants in common but in default
of such issue of the said Eliza M' Cormick by the said Thomas
Wright or if the said Eliza M' Cormick should leave

65 such issue and her estate they should all die during the life time
of the said Thomas Wright unmarried and before the age of twenty
one years, then in trust to and for the use benefit and behoof
of the said Thomas Wright for and during the term of his natural
life but in case it should happen that the said Thomas Wright
should die before the said Eliza McCormick leaving issue of the
Body of the said Eliza McCormick begotten then and in such case
in trust to and for the use benefit and behoof of the said Eliza
McCormick for and during the term of her natural life and
from and after her death in trust to and for the use benefit
and behoof of such child or children their Executors adminis-
trators and assigns forever Provides always nevertheless and it
is hereby expressly declared and agreed by and between all
and every of the parties to these presents that in case it shall here-
after appear to the said John Everingham and Thomas Mackie or
the survivor of them or their Executors administrators or assigns
to be most conducive to the interest of the said Eliza McCormick
that the said Negro Slaves and the future issue and increase of
the female Slaves and the Household and Kitchen furniture
should be sold and the monies arising from such sales be placed
out at interest or other Negro Slaves be purchased in lieu
thereof then that it shall and may be lawful to and for the
said Eliza McCormick with the said Thomas Wright during their
coverture by their joint Deed or after the death of the said Thomas
Wright if she should survive him, by her sole deed properly
Executed, sell and dispose of all or any part of the said
Negro Slaves and the future issue and increase of the female
Slaves, and the articles of Household and Kitchen furniture
contained in the Schedule hereunto annexed but the prop-
erty so purchased to be conveyed to the said John Everingham and
Thomas Mackie or the survivor of them their Executors adminis-
trators and assigns upon the same conditions, trusts and
limitations as contained in this Deed, And this Indenture
further Witnesseth that in further pursuance of the said agree-
ment and for the considerations aforesaid the said Thomas
Wright for himself his Executors administrators and assigns
and the said Eliza McCormick for herself her Executors ad-
ministrators and assigns do further covenant promise and
agree to and with the said John Everingham and Thomas
Mackie and the survivor of them their Executors adminis-
trators

66 and assigns that in case they the said Thomas Wright and
Eliza McCormick should both die without leaving issue
of their marriage or leaving issue all of whom should
die before the age of twenty one years or day of mar-
riage then and in such case the said Negro slaves
and the future issue and increase of the female slaves and
the articles of household and Kitchen furniture shall go to and
be absolutely vested in Eliza Mayo the Wife of Thomas J.
Mayo of Cumberland County in the State of Virginia which
said Eliza Mayo is the Daughter of the said Thomas Wright
her Executor, Administrator and assigns but in no wise
subject to the control or liable for the debts or contracts
of the said Thomas J. Mayo her present husband or of any
other husband she may hereafter have, and the same
to be free and discharged of and from all further and other
burdens whatsoever, The Witnesses whereof the parties to these
present have hereunto set their hands and affixed
their seals at Charleston on the day and in the year
first above written, Eliza McCormick, *ss* The Wrights,
John Cunningham, *ss* Seated and
Delivered in the presence of Wm Marshall, Wm M. Scott
Geo. K. Hogan

An Inventory of Household furniture, the property of Wm.
Eliza McCormick as taken this 17th September 1811.
A Book case and Books, 2 Chests Drawers, 1 Set dining Tables
1 Set Card Tables, 2 Tea Tables, 2 Candle Stands, 4 Dressing
Tables, 2 Toilet Table, 1 Breakfast Table, 4 Wash hand Stands
1 Cophin, 2 dozen Chairs, 6 Mahogany Bedstead, & Curtains
6 Feather Beds, & 6 Mahagony, 12 Linen, Window Curtains, Blankets
20 pair Sheets with pillow cases, 12 Damask Table Cloths
6 ditto common D., 34 Napkins, 14 Bed Spread, 20 White Waiters
20 White China, 1 Dining Set, 2 Sets dish covers, 2 dozen Soup
Spoons, 2 Soup Ladles, 18 Tea Spoons, 12 Decanters, 2 Tea
Caddies, 3 pr fine Iron Shovel, & Tongs, 4 Lard Pans, 9 Prints
4 pr plated Candlesticks, 19 pr Blankets, 2 Sets mantle piece
Ornaments, 6 China Bowls, 6 China Mugs, 1 pr Shades Glass
2 Easy Chairs, 4 Venetian Blind, & a variety of Kitchen fur-
niture not here enumerated, 2 floor Cakes, 1 Ditto - Ditto
A quantity of Stair Carpeting, Stumblers & Wine Glasses, 2 dozen
Knives & Forks, 1 Set Castors, 1 Set Sals, 6 Salt Spoons, 1 Silver Teapot

1 Sugar dish, 1 Cream Jug, 1 Side Board, 1 Walnut Bread Basket, 1 Plated
 Cake Basket, 1 Riding Chair, Charleston J^s: George Robert no Jan being
 duly sworn made oath, that he was present and saw Eliza M^c Cormick
 and Thomas Wright sign Seal and deliver and John Cunningham
 acknowledge his hand and seal to the foregoing Instrument of
 Writing for the purposes therein mentioned and that he with William
 Marshall and William M. Scott Witnessed the same, Sworn to
 before me the 30th day of October 1811, Dan. J^r: Ravenel, S. P.
 Recorded the 30th day of October 1811

State of South Carolina.

This Indenture of three parts made
 the Eighth Day of February in the year of our Lord one Thousand seven
 hundred and ninety eight, and in the twenty second year of the
 Sovereignty and Independence of the United States of America. Between
 Henry M^c Nish of the Parish of Saint Peters in the District of Beaufort
 and State aforesaid Planter, of the one Part; Jane Dupree Dupont, of
 the Parish of Saint Luke District and State aforesaid spinster, of the second
 Part; and Thomas Coachman of the Parish of Saint Luke District
 and State aforesaid Planter, Trustee Nominated and appointed by the
 said Henry M^c Nish and Jane Dupree Dupont, For the several
 Trusts and purposes herein after contained and expressed of the third
 Part. Whereas a marriage is shortly intended to be had and
 solemnized, Between the said Henry M^c Nish and Jane Dupree
 Dupont, And Whereas the said Jane Dupree Dupont is seized in
 her own right of a certain undivided Proportion of her Father's Estate, both
 Real and Personal, Consisting of Lands, Negroes and Stock, which will
 be more fully expressed by a Schedule to be annexed to this Indenture,
 and to be considered as part or Parcel here of, as soon as a division can
 take place after the ~~signing~~ solemnization of the said intended
 Marriage, And Whereas it is agreed upon between the said
 Henry M^c Nish and Jane Dupree Dupont, That all the pro-
 perty aforesaid of what ever kind soever, which the said Jane
 Dupree Dupont hath inherited from her father Charles Dupont
 shall be assigned and made over to the said Thomas Coachman
 upon the several Trusts and for the uses intents and purposes herein
 after mentioned named and expressed of and concerning the same —
 This Indenture Therefore Witnesseth, That as well for
 and in Consideration of the said intended Marriage, as in con-
 suance of the said agreement, and in further consideration
 of

68. of the Trust and Confidence which the said Henry M. Nish and Jane Dupree Dupont Do repose in the said Thomas Coachman and of ten Shillings a piece in hand paid to the said Henry M. Nish and Jane Dupree Dupont by the said Thomas Coachman at and before the sealing and delivery of these Presents the Receipt whereof is hereby acknowledged, Have and each of them Flatly Granted Bargained and sold assigned and set over, and by these Presents Do and each of them Doth, Grant Bargain sell assign and set over all and singular the Property aforesaid which the said Jane Dupree Dupont, Flatly or May have or Inherit from her Father as aforesaid and which shall be or be, &c. more particularly in the schedule aforesaid to be annexed as aforesaid after the Division takes place, unto the said Thomas Coachman his Executors, or Administrators; To have and to hold all and singular the Property ^{and Premises} aforesaid unto the said Thomas Coachman his Executors ^{and} Administrators, upon the several Trusts and to and for the uses Intent^s and purposes herein after mentioned, and for no other use Intent or Purpose whatsoever that is to say. First, in Trust for the said Jane Dupree Dupont according to the several Rights in and to the same, for her, her Heirs, Executors and Administrators or assigns untill the Solemnization of the said Intended Marriage, and from and immediately after the Solemnization thereof, Then upon this Further Trust, Secondly, that the said Thomas Coachman, his Executors or Administrators Do & shall suffer ^{and Permit} the said Henry M. Nish and Jane Dupree Dupont to have the Use of all and singular the Property aforesaid, Together with the Issue and Increase thereof during their Natural Lives to the use of the said Henry M. Nish and Jane Dupree Dupont jointly, and immediately after the Decease of one of them, Then in Trust for the survivor of them during his or her Natural life, to the Intent that should the said Henry M. Nish, survive the said Jane Dupree Dupont that he should have an absolute Estate in the Premises during his natural life, and receive the Issues and profits thereof, but that should the said Jane Dupree Dupont, survive the said Henry M. Nish, that then the said Jane Dupree Dupont should in like manner have an Absolute Right in the -

69 *Preserve* living her natural life, and be enabled to take and receive the issue or profits thereof— Thirdly— upon the further *It is* that after the death of the said Henry M^cNish and Jane Dupont, leaving a child or children issue of the said Intended Marriage, In Trust for such child or children, male and female alike, to him, her, or them, them and the heirs and assigns of him or them for ever, without any manner of condition or limitation whatsoever, and Lastly that upon the death of the said Henry M^cNish, or Jane Dupont, without such issue, that the survivor of them and to the heirs or assigns of him or her for ever without any limitation or reservation whatsoever, and from thenceforth the said Trust to cease and be utterly null and void as if these presents had never been signed. In witness whereof the Parties to these Presents, have hereunto set their hands & seals the day and year above written

Jane Mary Coachman

Mary Eliza Patridge

Peter Colleton

Jane Dupree Dupont

H^c M^cNish

Personally appeared Peter Colleton who being duly sworn maketh oath that he as a witness did see the within named Parties Jane Dupree Dupont and Henry M^cNish sign seal and acknowledge the within Instrument of writing to be for the uses and purposes therein mentioned, and that Jane Mary Coachman, & Mary Eliza Patridge were subscribing witnesses to the same with himself

Sworn to before me this 23rd July 1798 } Peter Colleton
P. Forcher J. D.

Recorded in Book F. pages 80, 1, 2, & 3, and examined this 23rd July 1798
By Ch^s Atkins Rec^d. C. D.

Schedule of the Property to be annexed to a certain ^{Indenture} ~~Indenture~~ Tripartite made the eighth day of February in the year of our Lord 1798. Between Henry M^cNish, Jane Dupree Dupont and Thomas Coachman, and Recorded in the Registers Office, for Beaufort District, the 23 day of July 1798. in Book F. from page 80 to 83. Being the property referred to and Intended to be annexed by the said Indenture— Viz— A Lot of Land in the City of Savannah situate in Green ward and known by N^o 8. together with all the improvements and appurtenances thereunto belonging. This Lot I do hereby assign and make over under the conditions, and limitations, mentioned in the said Indenture in Lieu of the Real Estate there in mentioned also the following Negroes, being the proportion drawn by the said Jane Dupree Dupont from her Fathers Estate Viz— Will, London, Norris, July, Menelaus, Stepheny, Nanny, Mark, Jenny, Doreus, Nat, and Minda, and also the following negroes purchased with Money delivered as her proportion of the cash in hand viz— Stepheny, Sam, Anthony, Sally and Tom. In witness whereof

[illegible]

State of South Carolina }
Beaufort District } Whereas an Indenture of
Marriage Settlement between Henry M. Nish and Jane Dupree
Duhont, with Thomas Carchman as Trustee was duly executed by
the Parties aforesaid on the eighth day of February in the year
of our Lord one Thousand Seven Hundred and ninety
eight: Making over Certain Real and Personal Property
Inherited by the said Jane Dupree Duhont from her Father
Charles Dupont, to the Survivor of the said Henry & Jane
Du Prie, and after the Death of such Survivor to their Heirs
forever. And Whereas, on the fourth day of January in the
year of our Lord, one Thousand Eight Hundred and Two, the
said Henry M. Nish executed an Instrument of writing
Containing a Schedule of certain Negroes to be considered
as the Personal Property to which the Marriage Settlement
aforesaid alluded: and also a Lot of Land in the Town of
Savannah known by the Number eight, Situate in
Green ward together with all the improvements there on
standing, which said Schedule was Recorded in Book
E. pages 227 & 228. Now Know Ye That the said
Henry M. Nish and Jane Dupree his wife, since the execution
of the said Schedule, hath Bargained & Sold and made
Titles to William Pope, for the Consideration of ten
Thousand Dollars for the said Lot No. 8. and the
improvements thereon — Therefore Know all
Men by these Presents — That I Henry
M. Nish in consideration of having disposed of the said Lot
No. 8. and also for the further consideration of one Dollar
to me in hand paid by Charles Dupont (Trustee for the
several uses and purposes herein after to be specified) Have
Granted Bargained and Sold, and by these Presents Do
Grant, Bargain and Sell unto the said Charles Dupont
in Trust the following Negro Slaves Viz —
Pompey, Affey, Jimmy, Robt, Billy, Ishmael, Stephen, Harry,
Binah, Isaac, big Chloe, Chloe, Pleasant, Foney, Simon —

71. July, Sylvia, Sue, Minty, Rachel Sylvia, Dean,
Malinda, Rella, Jefferson, Randolph, Rufus, Ulysses,
Hector, Edward, Bacchus, Louisa, and Cora, with the
Issue and Increase of the Females - To have and to
hold, the said Negro Slaves, Pompey, Affey, Jimmy, Rose,
Billy, Ishmael, Stephon, Harry, Binah, Isaac, big Caloe, little
Pleasant, Toney, Simon, July, Sylvia Sue, Minty, Rachel,
Sylvia, Dean, Malinda, Rella, Jefferson, Randolph, Rufus,
Ulysses, Hector, Edward, Bacchus, Louisa, and Cora, with
the Issue, and Increase of the Females, to the said Charles
Dupont, his Executors and administrators, upon the Se-
veral Trusts, proviso's and Conditions particularly spe-
cified and expressed, in the aforesaid Marriage Settlement,
which is of Record in the Office of Register of Marriages
for Beaufort District in Book I. pages 80. 81. 82 & 83. and
for no other use Intent or purpose whatsoever.

In Witness whereof I have ^{hereunto} set my hand and seal
the eighth day of October in the year of our Lord one Thou-
sand Eight hundred and four, and of the Independence the
twenty ninth - Henry M. Nish (S)

Sealed and Delivered in the Presence of

The erasures in the seventeenth line, ~~and~~ in the first page and in the twelfth
line of the second page being made before the execution - John
Gindrat - John R. Stevenson

Beaufort District. St. Luke's Parish. } Personally appear-
before me C. J. Jenkins, one of the Justices of the Quorum - Mr.
John Gindrat who being duly sworn deposes that he was
present and saw the within named Henry M. Nish, sign, seal,
and execute the within Instrument of writing for the uses and pur-
poses therein mentioned and that he together with John R. Stevenson
subscribed their names thereto as witnesses to the due execution
of the same - Sworn to before me this 8th day Oct 1804.

Chas. J. Jenkins J. C. - John Gindrat

Recorded 8th October 1804 in Book N^o. 4 pages 207 & 250 and
Examined by Chas. J. Jenkins. R. M. C. B. D.

Recorded 10th November 1811

72- This Indenture of three parts made the Eighteenth
day of October in the Year of our Lord one thousand eight
hundred and Eleven Between Mary Murray of the City
of Charleston in the State of South Carolina Spinster.
of the One part, William Litchison of the same place
Merchant of the Second part and William Russell
of the same place Merchant and Thomas Denny also
of the same place Physician of the third part Witnesseth, that the said
Mary Murray ^{with the consent of the said William Litchison Testified by his being a party to and signing of these} and in Consideration of the sum of one Dollar to her
in hand well and truly paid by the said William Russell and
Thomas Denny at and before the Sealing and Delivery of these Presents
Hath granted bargained sold and conveyed, and by these presents
Doth grant bargain sell and convey, unto the said William
Russell and Thomas Denny, and to their Heirs Executors Adminis-
trators and Assigns All that Lot piece or parcel of land
situate lying and being on the South Side of Trade Street in the City
of Charleston aforesaid known and distinguished in the Plan of the
City by the number 38 Thirty eight measuring and containing
in front on said Street from east to west thirty five feet more or
less, and in depth from North to South one hundred and one foot
more or less- Butting and Bounding to the north on Trade Street to the
east on lands of 1144 North to the west on lands belonging to the Estate
of Daniel Bell and to the South on lands belonging to Robert Dewar
Wainwright Together with all and singular the Houses
out houses hereditament rights members and appurtenances there-
unto belonging or in anywise incident or appertaining and the
Reversion and Reversions Remainder and Remainders yearly and
other Rents issues and profits thereof and of every part and parcel
thereof To have and to Hold the said Lot piece or parcel
of land and other the premises with their and every of their appurtenances
unto the said William Russell and Thomas Denny their Heirs
Executors and Administrators and Assigns from the day next before
before the day of the date of these presents, for and during and unto the
full end and term of one whole year from thence next ensuing and
fully to be completed and ended. **Witnessing and Paying**
therefor unto the said Mary Murray her Heirs or Assigns the Rent
of one pecker corn only on the last day of the said term if the same
shall be lawfully Demanded to the Intent and purpose that by
virtue of these Presents and of the Statute for transferring of uses into
possession made of force in this State the said William Russell

73. and Thomas Russell & Denny may be in the actual possession of all and singular the said hereby bargained premises with their appurtenances and be thereby enabled to accept and take a grant and Release of the Reversion and Inheritance thereof to them and to their heirs and assigns forever by Indenture of Release intended to be made by and between the said Mary Murray of the one part the said William Aitchison of the other second part and ^{the} William Russell & Thomas Denny of the other third part, and to bear date the day and next after the day of the date hereof of these presents. In witness whereof the said parties to these presents have here unto set their hands and seals on the day and year first above written — Mary Murray ES
Will. Aitchison ES Will. Russell ES Tho. Denny ES
Sealed and delivered in the Presence of — James Dennison
Jas. Nicholson — Charleston Jt.

James Nicholson being duly sworn made oath that he was present and saw Mary Murray William Aitchison William Russell & Thomas Denny sign seal and deliver the foregoing Instrument of writing for the purposes therein mentioned and that he ~~has~~ signed his name as a witness to the due Execution of the same Sworn to before me this 28 day of November 1871

Lyon Levy J.P.

This Indenture of three Parts made this nineteenth day of October in the year of our Lord one Thousand eight hundred and Eleven Between Mary Murray of the City of Charleston in the State of South Carolina Spinster of the one part William Aitchison of the same place Merchant of the second Part and William Russell of the same place Merchant and Thomas Denny also of the same place Physician of the third Part — Where as a marriage by Gods permission is shortly intended to be had and solemnized by, and between the said Wm Aitchison and the said Mary Murray, And whereas the said Mary Murray is seized ⁱⁿ her demesne as of Fee of and in a certain lot piece or parcel of land with the appurtenances thereunto belonging and hereinafter more particularly mentioned and described and also possessed of and ~~also~~ interested in four negroes herein after named and also a bond of James Rileys now in the hands of Tho^s Blackwood on which there is a balance due as appears by his acknowledgment of six hundred and seventy three dollars fifty four cents after the payment of a sum due to the said Tho^s Blackwood and whereas in consideration of the said intended marriage and of its taking effect it is concluded and

and agreed by and between the parties to this Indenture that the
 aforesaid Real and Personal estate shall be settled and secured in the
 manner herein after mentioned specified and declared of and concerning
 the same, now for the more effectual carrying of the said agreement
 into execution this Indenture witnesseth that the said Mary
 Murray in consideration of the said intended marriage taking
 effect in pursuance of the aforesaid agreement and by and with
 the Privy express consent and agreement of the said Wm.
 Hitchens testified by his being made a party to and signing
 and sealing this Indenture and also for and in consideration
 of the sum of one Dollar to her in hand well and truly
 paid by the said William Russell & Thomas Denny at and
 before the sealing and delivery of these Presents the Receipt
 where of she doth hereby acknowledge hath granted bargain
 sold aliened Remised Released and confirmed and by these Presents
 doth grant bargain sell alien Remise Release and
 confirm unto the said William Russell and Thomas
 Denny in their actual possessions now being by virtue
 of a Bargain and Sale to them there of made by Indenture
 of lease for one Year bearing date date the day next before the
 day of the date of these presents and by virtue of the Statute for
 Transferring uses into Possession made of force in this State and
 to their Heirs and assigns for ever All That the aforesaid Lot
 piece or parcel of Land situate lying and being on the South side
 of Tradd Street in the City of Charleston aforesaid Known by the
 Number Thirty Eight (1738) Measuring and containing in front on
 said Street from East to west Thirty five feet and from North
 to South one Hundred and one feet be the respective dimensions a
 little more or a little less - Butting and Bounding to the North
 on Tradd Street aforesaid to the East on lands of Mrs North
 to the west on Lands belonging to the estate of Daniel Bell
 and to the South on Lands of Robert Dew as Mainwright
 Together with all and singular the Houses out houses Heri-
 ditaments Rights Members Privileges and appurtenances thereto
 belonging or in any wise incident or appertaining And the Reversion
 and Reversions Remainder and Remainders Yearly and other Rents
 Issues and profits thereof and of every part and parcel thereof and also
 all the Estate Right Title Interest Claim and demands whatsoever
 of her the said Mary Murray in Law or Equity of into or out
 of the same premises or part or parcel thereof to Have and

75 to Hold the said Lot, piece or parcel of land and all and singular
other the premises herein before mentioned or intended to be hereby con-
veyed unto the said William Russell and Thomas Denny and to the
Survivor of them and to their and the Survivor of their Heirs and assigns
forever in Trust nevertheless to and for such uses Intents and
purposes and with and under such Restrictions Limitations ap-
pointments provisions Conditions and agreements as are here in
after mentioned limited and expressed, offer, and concerning the
Same, and to and for no other use intent or purpose what-
soever: and this Indenture likewise further witnesseth that
the said Mary Murray by and with the like privacy consent
and agreement of the said William & Ditchison testified as a-
foresaid in further pursuance of the aforesaid agreement and
for the considerations herein before expressed hath Granted
Bargained Sold assigned Transferred and set over and
by these Presents Doth freely fully and absolutely
Grant Bargain Sell Assign Transfer and set over
unto the said William Russell & Thomas Denny the
aforesaid four Negroes known by the Names following, that
is to say, a woman named Nancy, a woman named Rose,
a girl named Ellen, and a Boy named John, with the
future Issue and Increase of the female Slaves and also
the aforesaid Bond of ^{now in the possession}
of Thomas Blackwood and the Balance of the monies now
or hereafter to become due on the Same to have and to hold
the said four Negroes with the Increase of the said female Slaves
and also the said Bond and the Balance of the money
now or hereafter to become due on the Same unto the said
William Russell and Thomas Denny and to the Survivor
of them and to their Heirs Executors Administrators and as-
signs forever upon Trust nevertheless and to and for such
uses Intents and purposes and with and under such restrictions
limitations and agreements as are herein after mentioned.
limited or appointed of for or concerning the same and to
and for no other use intent or purpose whatsoever that is to say as for
and concerning the said Lot, piece or parcel of ^{land} and the said four
Negroes with the Issue and Increase of the said Slaves and the said
Bond and monies due or hereafter to become due on the Same
that they the said William Russell & Thomas Denny and
the Survivor of them and the Heirs Executors administrators
and assigns of the Survivor of them shall stand Lived and

76 Passed through in Trust nevertheless to and for the sole
use benefit and behoof of the said Mary Murray her
Heirs Executors Admrs and Assigns untill the Solemnization
of the said Intended marriage shall take effect and from and
immediately after the Solemnization those of them in Trust
that they the said William Russell Thomas Denney and
the Survivor of them and the Heirs Executors and Admin-
istrators and Assigns of such Survivor of them do and
shall permit and suffer or well and sufficiently authorize
and empower the said Mary Murray to have hold use
occupy possess enjoy and Receive the Rents Issues hire
increase and profits of the aforesaid Premises, to and for
her sole Separate and absolute use benefit and behoof
without impeachment of or for any manner of waste for
and during the term of her natural life without being in
any wise Subject or liable to the Intermiddling or control
of the said William Ritchison the Intended Husband or to be
said sold or intended for the payment of his Debts for future or
engagements and from and immediately after the death of the
said Mary Murray then in Trust to and for the sole use
benefit and behoof of the said William Ritchison should
he be then alive for and during the term of his natural life
and from and immediately after the death of the longest
liver of them the said William Ritchison and Mary Murray
then in Trust to and for the sole use benefit & behoof
of such Child or Children the Issue of the said intended
Marriage as shall or may be living at the time of the
death of the longest liver of them the said William
Ritchison and Mary Murray and to his her or their respective
Heirs Executors Administrators and Assigns for ever as
tenants in common of like equality of the Estate
if more than one and in case there shall be no issue
of the said intended marriage living at the time of the
death of the longest liver of them the said William
Ritchison and Mary Murray then in Trust to and for
the sole use benefit & behoof of the longest liver of them
William Ritchison and Mary Murray and to his or her
Heirs and Assigns absolutely forever and to and for no
other use intent or purpose whatsoever - provided
always never the less and it is understood and

77 agreed to be the true intent and meaning of the parties
to and of their presents that it shall and may be lawful
to and for the said William Russell and Thomas Denny
and the Survivor of them and the their Executors and ad-
ministrators of the Survivor of them at any time or times hereafter
by and with the directions consent and approbation of the
said William Aitchison and Mary Murray during their
joint lives or by the directions consent and approbation
of the Survivor of them such consent to be in writing
under his her or their hands and seals and executed in the presence
of two or more credible witnesses to sell and dispose of the
said lot of land and all or either of the said Negroes or the issue
of the said female Slaves and to transfer and set over the balance
due on the said Bond in such way or manner as shall be
deemed most beneficial and the monies arising ^{from} such sale
or sales to be immediately applied to the purchase of Real or
Personal property or be paid out at Interest in the most
secure manner as shall be deemed most beneficial and
advantageous which said property Real or Personal or
Monies placed out at Interest shall be subject to the
same Trust limitations uses restrictions and agreements
as are herein before mentioned and expressed in case
no sale or sales had taken place or to such other uses
Trusts limitations restrictions provisos and agreements as
the said William Aitchison and Mary Murray shall mu-
tual agree on by any deed under their hands and seals and
executed in the presence of two or more credible witnesses
and the said William Aitchison in consideration of the said marriage
and of its taking effect doth for himself his heirs Executors and
Administrators covenant promise grant conclude and agree to
and with the said William Russell and Thomas Denny and the
Survivor of them and the their Executors administrators and as-
signs of the Survivor of them that he the said William
Aitchison his heirs Executors and Administrators shall and will
from time to time and at all times forever hereafter at the
Reasonable request and at the costs and charges in the Law
of the said William Russell and Thomas Denny or either of
them their or either of their heirs Executors or administrators
Make, do, acknowledge and Execute or cause and procure
to be made done acknowledged and executed shall and every
such

78 which further and other lawful and Reasonable act and
acts Thing and Things, devices conveyances and assurances in the
law whatsoever necessary for the further better and more effectual
conveying Assuring and assigning all and Singular the aforesaid
Premises herein before mentioned upon the Trusts and to the uses
intents and purposes herein before limited mentioned or declared
of or concerning the Same according to the true intent
and meaning of these Presents and of the Parties thereto
as by the said William Russell and Thomas Denny
or the Survivor of them their or Either of their Heirs
Executors or Administrators or his or their Counsel learned
in the law shall be reasonably advised advised or re-
quired in witness where of the said parties to
to these Presents have hereunto set their hands
and Seals on the day and year first above written—
Mary Murray *Wm. Aitchison* *Wm. Russell*
Thos. Denny
Sealed and delivered in the Presents of

James Dennison Jas. Nicholson —

Received on the day of the date of the within written
Indenture of and from the within named William
Russell & Thomas Denny the sum of one Dollar
being the consideration money within mentioned
witness —

James Dennison

Jas. Nicholson

Mary Murray
Charleston S.

James Nicholson being duly
sworn made oath that he was present and saw
Mary Murray, William Aitchison, William Russell,
and Thomas Denny sign Seal and deliver the
foregoing Instrument of writing for the purposes
therein mentioned and that he signed his name as a
witness to the due execution of the same —

Sworn to before me

this 28th day of Novemb. 1811

Lyon Levy J.P.

Recorded 28th November 1811 —

79 South Carolina / This Indenture ^{made} the fifteenth
day of June in the year of our Lord one thousand eight hundred and
eleven Between Elizabeth Lesene of Georgetown in the State aforesaid
of the first part, Jacob Wayne of the same place of the second part
and John Magee and Joseph Lesene of the same place of the
third part Whereas, a marriage is intended by divine permisi-
on shortly to be had and solemnized between the said Elizabeth
Lesene and the said Jacob Wayne, And Whereas the said Eliza-
beth Lesene is now lawfully and rightfully possessed in her own
Right of and in certain Negroes and other Slaves named as
follows to wit: Silla, Jenny, Nancy, and Polytore And Whereas
the said Elizabeth Lesene is also possessed of how, in her own right
of and in certain furniture, household good, and other things con-
tained in a Schedule hereunto annexed And Whereas the said
Elizabeth Lesene is now lawfully and rightfully likewise possessed
of a certain messuage or tenement situate lying and being in
the town of Georgetown and known and distinguished in the plan
of the said town by the number (146) Number one hundred and forty
Six And Whereas in prospect and consideration of the said inten-
ded marriage the said Jacob Wayne and the said Elizabeth Lesene
have agreed that the said Elizabeth Lesene shall grant bargain sell
and make over the said Negroes and other Slaves with their future
Issue and increase and the said furniture household good, and other
things contained in the Schedule hereunto annexed and also the
said messuage or tenement with the appurtenance, situate lying
and being in the town of Georgetown and known and distinguish-
ed in the plan of said town by the Number (146) one hundred and forty
Six unto the said John Magee and Joseph Lesene and to the survivor
of them his Executors and Administrators in trust nevertheless and
to and for the several and respective uses intents and purposes
herein after mentioned express and declared of and concerning
the said Now this Indenture Witnesseth that in pursuance of the
said agreement and in consideration of the said intended mar-
riage and also for and in consideration of the sum of five
Shillings to the said Elizabeth Lesene in hand paid well and truly
by the said John Magee and Joseph Lesene at and before the sealing
of these presents the receipt whereof is hereby acknowledged and
for settling and apportioning all and singular the said premises, to
and for the several uses, intents and purposes, herein

after mentioned expressed and declared and for divers other good causes, and considerations the said Elizabeth Lesene hereunto moving she the said Elizabeth Lesene by and with the private consent approbation and agreement of the said Jacob Wayne testified by his made aparty to and signing and sealing their presents hath granted bargained and sold and by their presents doth grant bargain and sell and in due form of law deliver unto the said John Wayne and Joseph Lesene and the survivor his Executors and administrators all and singular the said Negro and other Slaves named Sylla, Jany, Nancy, and Polydore with their future issue and increase and the said furniture household goods and other things contained in the Schedule hereunto annexed and also the said messuage or tenement situate lying and being in the town of Beagtown and known and distinguished in the plan of said by lot number (146) Number one hundred and forty six to have and to hold the said Negro and other Slaves with their future issue and increase and also the said furniture and other things contained in the said Schedule and the said messuage or tenement unto the said John Wayne and Joseph Lesene and the survivor of them and the Executors and administrators of the survivor forever in trust nevertheless to and for the several uses, intents and purposes hereinafter limited and declared of and concerning the same that is to say to the use and behoof of the said Elizabeth Lesene her Executors and administrators untill the said intended marriage shall be solemnized and take effect, and from immediately after the solemnization thereof then upon trust that the same shall not in anywise be subject or liable to the contractual debts or engagements of the said of the said Jacob Wayne, but shall be and remain to the sole and separate use of her the said Elizabeth Lesene as if she were a feme sole and upon this further trust and confidence that she the said Elizabeth Lesene notwithstanding her ^{said} Coverture shall and may by her last Will and testament in Writing or any instrument purporting to be her last Will and testament limit appoint and dispose of the said property in such manner and to and to such use, as she the said Elizabeth Lesene may deem

proper and in case of the death of the said
 -posing of the same by her last Will and testament or other Writing
 -putting to be her last Will and testament, then the aforesaid property -
 with the increase and income thereof shall be remain and inure
 to the proper use benefit and behoof of such child or children being the
 issue of the said intended marriage or shall be living at the time
 of her the said Elizabeth Lesone's death, it notwithstanding being the true
 intent and meaning of the said parties that during the continuance
 of the said trust the said Elizabeth Lesone shall not sell or dispose of any
 part of the said property without the consent of the said John Wagg
 and Joseph Lesone and in case they should consent to a sale the
 money arising therefrom shall be laid out and voted in such
 other property as the said John Wagg and Joseph Lesone may
 think proper and direct, subject to the same trusts limitations and
 conditions as is mentioned of and concerning the aforesaid
 Negro, and the said furniture, household goods and other things
 contained in the Schedule hereunto annexed, and the
 said messuage or tenement with the appurtenances, Schedule
 of furniture household goods and other things, two Feather Beds
 two Mattresses, Bolster and Pillows and Bed Linen, one Mahogany
 Dining Table, two Semicircular ends, two Settees, and twelve Chairs
 corresponding, two Bason Stands, one Mahogany Cider, two
 Mahogany Bedsteads, one silver pepper box, six table spoons, of
 silver, six silver Teaspoons, one Chest Mahogany Drawers, two Sets
 of China, table linen and towels, In Witness whereof the said parties
 to these presents have hereunto their hands and seal, set the day
 and year first above written, John Wagg, Joseph Lesone, and
 Jacob Wayne, Elizabeth Lesone Sealed & Delivered in presence of
 the word Lesone being first intulined between the thirtieth and forty
 lines from the top, and the word all being also intulined between
 the twenty sixth & twenty seventh from the top, and the word that be
 also intulined between the twenty sixth and thirty seventh lines, and
 the word notwithstanding obliterated on the fortieth line from
 top. Samuel Smith J. Peter Cooper, Personally appeared before
 me Samuel Smith who made oath that he saw the within named
 Elizabeth Lesone and Jacob Wayne sign seal and deliver the
 within instrument of Writing for the use and purposes there
 expressed and that Peter Cooper and his Deponent subscribe
 their names as Witnesses thereto, and that they also saw John Wagg
 and Joseph Lesone sign the same, Sam Smith J. sworn before me
 14th Sept 1811, M. Irvine Keith. 22. - Recorded 20th December 1811
 and near me same being legal

87 South Carolina. } This Indenture tripartite made
Beaufort District. } the twenty second day of July in the
year of our Lord one thousand Eight hundred & Eleven
Between Colonel James Postett of St. Lukes parish plan-
ter of the first part, M^{rs} Rachel Kenney Widows of
the second part and Doctor Edward W. North & Charles
J. Jenkins of the third part. Witnesseth that Whereas
a marriage by Gods permission is shattly intended to be had
and solemnized between the said James Postett and Rachel
Kenney, and the said Rachel Kenney is at the time of
the Execution of these presents seized and possessed in
her own right of a tract of one hundred acres of Pine
land in St. Peters parish, also fourteen Negro Slaves
viz Old John, Old Amelia, young Johnny, Nancy, little
Amelia, Tall Johnny, Jericho, Jacob, Idmer, Betty Rachel
Lydia, Patty & Hannah, also a pair of bay Horses, & a black
Horse, a stock of cattle with different marks & brands
some marked with a slit in one ear and an under
Keel in the other branded WR others with an ear mark
not recollected, but branded on the buttock with a single
K and on the side with R K and the remainder of the
stock marked with a slit in one ear & under Keel in
the other, branded R K also Kitchen furniture and house-
hold furniture consisting of sundry bed, & mattresses
Blanket, bed & table linen some marked K some I K &
other, Kenney, also different articles of plate with the
Initials of I K & K and sundry other article of furniture
and the said Rachel Kenney is now in the possession
and enjoyment of an annuity of one hundred pounds
Sterling settled upon her during her life by her Brother
Jo. De Krelacher Esquire of the City of London, Now know-
ye that the said Rachel Kenney for and in Consider-
ation of the said intended marriage and by and with
the advice and consent of her said intended husband
signified by his being party hereto and signing and sealing
these presents and also for and in Consideration of the
sum of one Dollar to her in hand well and truly paid
by the said Edw. W. North & Charles J. Jenkins the receipt
whereof is hereby Acknowledged she the said Rachel
Kenney hath granted bargained sold and released

and by these presents doth grant bargain sell release and convey
to the said Edw. M. North and Charles J. Jenkins their Executors and
administrators the before mentioned one hundred acre, of Pine
land and the fourteen Negroes viz. Old John, Old Amelia, Young John
Nancy, Little Amelia, Tall Johnny, Jericho, Jacob, Saml, Betty -
Rachel, Lydia, Patty & Hannah with the increase of the females
also the Stock of cattle with the mark, & brand, before described
and their increase to be continued in the mark & brand last
mentioned viz. Slit in one Ear & under Kail in the other brand
- ed R K, The three Horse, household and Kitchen furniture and
Plate hereinbefore mentioned and also the annuity of one
hundred pound, Sterling from J. D. Parker upon his Special
trust and confidence Nevertheless and to and for the several
uses intents and purpose, hereinafter to be expressed, and
Declared of and concerning the same that is to say In Trust
to permit and suffer the said James Postell and Rachel Kenney
from and immediately after the Solemnization of the said
intended marriage to take into possession and to have
hold use occupy possess and enjoy the said Land, Negro's Stock
of cattle with their increase, horses household & Kitchen fur-
- niture bedding & plate during their joint lives, and also to
permit and suffer the said Rachel Kenney after her said intended
marriage and notwithstanding her coverture to have and
Receive in her own name and for her own use the said
annuity of one hundred pound, Sterling without the con-
- trol of her said intended husband and to give a full
and sufficient receipt for the same and furthermore it is
agreed by and between the said parties, and it is the true
intent and meaning of these presents that it shall and
may be lawful to and for the said Rachel Kenney at any time
after her said intended marriage and notwithstanding her
coverture to make and Execute her last Will and Testament
in Writing or by deed or otherwise to give devise and bequeath
or to give grant bargain sell or convey the said one hundred
acres of pine land, also the fourteen Negroes, Old John, Old Amelia
Young Johnny, Nancy, Little Amelia, Tall Johnny, Jericho, Jacob
Saml, Betty, Rachel, Lydia, Patty & Hannah with their increase
the Stock of cattle with their increase, horse, household & Kitchen
Furniture bedding & plate & the annuity of one hundred
Pound, to such person or persons and in such manner
as she may think proper and that the same being legally

84 executed shall be deemed as good and valid in Law
as if she were a feme sole. In Witness whereof the said
Parties to these presents have hereunto set their hands
and affixed their seals the day and year first above
written, J^r Postell Ed Rachel Kenney Ed Edward
W. North Ed Chas^r Jenkins Ed Signed Sealed & delivered
in the presence of Jane Caroline North, Martha Stafford
South Carolina } Ps. Personally appeared before me
Beaufort District } M^{rs} Jane Caroline North who being
duly sworn deposes that she was present & saw
M^{rs} Rachel Kenney, Colonel James Postell Docha Edward
W. North & Chas^r J. Jenkins sign seal and deliver
the foregoing mortgage settlement & that herself together
with Miss Martha Stafford subscribed their names
as Witnesses to the due execution of the same in
Sworn to before me } Jane Caroline North
13th August 1811 } In Patebus A.P. B.D. }
Recorded 2nd January 1812 }

South Carolina,

This Indenture made the thirtieth day
of December in the year of our Lord one thousand
eight hundred and eleven Between Frances Wells of
the City of Charleston in the State of South Carolina a widow
of the one part James Broadfoot of the same place Merchant
of the second part and George McCauley also of the same
place Merchant of the third Part Whereas a marriage
is by Gods permission shortly intended to be had and solemnized
by and between the said Frances Wells and the said James
Broadfoot and Whereas the said Frances Wells is possessed
off and entitled to nine Negroes and sundry goods and
Chattels Household and Kitchen furniture in the list or schedule
therof intended to be hereunto annexed are particularly named and
mentioned and expressed, and whereas upon the Treaty of the said
intended Marriage the Parties to this Indenture Agree that
the said nine Negroes and the said goods and Chattels household
and Kitchen furniture should be settled and secured in the
manner in this Indenture mentioned specified and declared of
for and concerning the same. Now this Indenture
Witnesseth that the said Frances Wells in consideration of

In Presence, to wit for the sole use and benefit of the said Frances Wells shall take effect and from and immediately after the solemnization thereof then
the said Frances Wells shall take effect and from and immediately after the solemnization thereof then
In Witness whereof the said Frances Wells and the said James Broadfoot and George McCauley have hereunto set their hands and affixed their seals the day and year first above written

the said Intended marriage taking effect and by and with the consent
and approbation of the said James Macaulay testified by his be-
ing made a party to and signing and sealing this Indenture
and for and in consideration of the sum of one Dollar to have
her in hand well and truly paid by the said George Macaulay
at and before the sealing and delivering of these presents the
receipt whereof she doth hereby acknowledge **WITNESSE** granted
bargain sold and delivered and by these presents **DO** fully
freely and absolutely grant bargain sell and in plain and open
market deliver unto the said George Macaulay all those the
aforesaid nine Negroes commonly called and known
by the names following: that is to say, Sarah, Charlotte,
Harriot, Dick, James, Virginia Douglass, Edmond and
Edward, and also all those the aforesaid sundry Goods &
Chattels Household and Kitchen furniture in the list or Sched-
thereof here unto annexed are particularly mentioned and
Expressed, and all her interest estate claim and demand of
in and to the same - **SO HAVE AND TO HAVE** all

those the aforesaid nine Negroes with the future Issue and in-
crease of the said female Slaves and also all those the aforesaid
sundry Goods and chattels household and Kitchen furniture in the
list or Schedule thereof hereunto annexed are particularly men-
tioned and expressed, unto the said George Macaulay, his Heirs
Executors Administrators and assigns to the only proper use
benefit and behoof of the said George Macaulay, his Heirs
Executors Administrators and Assigns forever Upon Special
TRUST and confidence nevertheless and to and for the uses intents
and purposes herein after mentioned limited and Expressed of
and concerning the same and to and for no other use Intent or
purpose whatsoever That is to say **IN TRUST** that he the said
George Macaulay his Heirs Executors Administrators and assigns
shall stand Seised and possessed of all and every part of the said
premises to the use and behoof of such person and persons for
such estate and estates in such parts and proportions manner
and form as she the said Frances Wells notwithstanding her
Coverture shall by any deed or writing executed in the presence
of two or more creditable witnesses to take effect either before
or by any writing purporting to be her last will and testament
or after her decease or by her last will and testament hereby
executed in the presence of the like number of witnesses shall
order direct limit and appoint and in default of such direction

By Frances Wells to and for the sole use and benefit of the said Frances Wells her Heirs Executors Administrators and assigns
I hereby solemnly declare that the said Intended marriage shall take effect and be immediately consummated after the date hereof
In Witness Whereof I have hereunto set my hand and seal this 1st day of January 1851

order limitation or appointment then **IN TRUST** to and for
the sole use benefit and behoof of such Child or Children
of the said Frances Wells as shall or may be living
at the time of her decease to be divided between and
amongst them share and share alike to hold to him
her and them and to his her or their Heirs and assigns
absolutely for ever **AND** the said James Broadfoot
in consideration of the said Intended Marriage taking
effect doth hereby for himself his Heirs Executors and
Administrators covenant promise conclude grant and
agree to and with the said George Macaulay his Heirs
Executors Administrators and assigns in manner and form
following that is to say: **That** it shall and may
be lawful to and for the said Frances Wells notwith-
standing her Coverture to make and execute her last
Will and Testament in writing or any writing purport-
ing to be her last will and Testament or any other
writing to take effect in her lifetime or at ~~any~~ time
after her decease in the presence of two or more credible
witnesses for the intents and purposes as herein ~~before~~ ^{above} mentioned
AND also that he the said James Broadfoot his Heirs
Executors and administrators shall and will at all times
hereafter at the request and at the costs and charges of the
said George Macaulay his Heirs Executors or administrators
make ~~all~~ acknowledge and execute all and every such
further and other lawful and reasonable act and acts Things
Devises Conveyances and ~~assurances~~ ^{assurances} in the
law whatsoever for the further better and more effectual
conveying and assuring all and singular the promises
herein before mentioned or in the Schedule hereunto annexed
mentioned upon the Trust and to the uses Intents and purposes
herein ^{before} mentioned or declared of concerning the same
according to the true Intent and meaning of these presents
and of the parties hereto as by him or them or his or their
counsel learned in the law shall be reasonably advised
devised or required **IN WITNESS** whereof the said parties
to these presents have hereunto set their hands and seals
on the day and year first above written

Sealed & delivered in the Presence of
Eliza Vincent —
Geo. Corlett —

Frances Wells **ED**
J^r Broadfoot **ED**
Geo. Macaulay **ED**

The list or Schedule to which the within deed refers
to wit said ~~ward~~ set of dining Tables breakfast Table two
tea Tables one pair of card Tables two work table music
stand Pianoforte Three ~~specious~~ glass seven Pictures four
Carpets three pair of fire dogs fender Shovel & Tongs three
down Chair two pair Shades Three down Tea and Table
Spoons two Soup ladles Knife case with knives & forks
cassons cordial stands with glass belonging to the side
Board two sets of Table and Tea China Four pair
of candlesticks four bedsteads two feather Beds four
Matrasses pillows & Bolsters two sets of bed curtains
two sets of window curtains two sets of drawers one
wardrobe two wash hand stands basins and pitchers
two dressing glasses Table & Bed linen and kitchen
furniture - witness -

Eliza Vincent
Wm Corlett -

Frances Wells
Jas Broadfoot
George Macaulay -

South Carolina } Personally appeared before me, William
~~Charleston~~ District } Corlett who being duly sworn made oath
that he was present and saw Frances Wells James Broadfoot and
George Macaulay sign seal and deliver the within instrument
and that he the deponent with Eliza Vincent subscribed their
names as witnesses to the due execution of the same -
Sworn to before me this

Wm Corlett

11th January 1812 - N. G. Cleary J.P.

* In Trust that he the said George Macaulay his heirs Executors
administrators and assigns do and shall permit and suffer the said
Frances Wells to make use of and employ and work the said Nine
Negroes Slaves and every of them and the future issue and increase of
the said female slaves and also the said sundry goods and chattels House-
hold and kitchen furniture in the ^{list or} said Schedule thereof hereunto annexed
are particularly mentioned and expressed in such way and manner as she
shall think fit and proper and do and shall also permit and suffer
her to receive and take the profits or hire or other gains whatsoever
of the said Slaves and other the premises to and for her own sole private
separate distinct and absolute use and behoof Independent of and without
any controul of or from her said intended husband or to be sold devised or extended to the
payment of his debts for fortune or ~~engagements~~ ^{for} and during the term of her
natural life and from and immediately after the death of the said Frances
Wells then - (See from where the Star is made) Recorded 11 Jan / 1812.

January the second, eighteen hundred and twelve and at eight o'clock at Knight.

In presence of the witnesses required, and undersigned was present M^r Andrew Ballon citizen of the United States residing in this town of Charleston representing his daughter Elizabeth Ballon aged of fifteen years on the one part. And Joseph Duval aged twenty seven years, a natif of La Croix des Bouquets of Port au prince, Island of St^e Domingo, acting in his proper and and private name on the other part.

The said parties, in consideration of the marriage proposed.

between the said Joseph Duval and Miss Elizabeth Ballon have agreed and concluded on the considerations which follow.

Viz. The said Joseph Duval, with the agreement and wish of M^r Andrew Ballon and of Justine Ballon his wife parents of the above mentioned, engages himself to take the said Elizabeth Ballon as his lawful spouse, before our holy catholic and apostolic Church of Rome, in this City of Charleston, according to all the formalities and solemnities required by this Sacrament. The said Joseph Duval, acknowledges to his Intended, by this ^{present} act a Negro Wench named ~~Amette~~ ^{Estimate} estimated at the sum of four Hundred Dollars, also all the ^{furnishing} the house of the said Joseph Duval his dwelling the whole estimated at the sum of one Thousand Dollars.

The said Joseph Duval contracting assure as gift of marriage to his future spouse the sum of five Hundred Dollars so that in case of Death of the said Joseph Duval his Estate will be indebted to the said Elizabeth Ballon in the above mentioned sum. In case of death of the said Elizabeth Ballon without Children, all what is acknowledged, to her by the said Joseph Duval, will go in right to her nearest heirs without any process. It is also agreed between the parties that they are not bound to pay any debts, nor mortgages of either which was ~~contracted~~ before the celebration of the said marriage. If there should be any it will be paid by the one who had contracted the same. The whole concluded as Thus, Signed By the Parties and witnesses present in the house of the said Andrew Ballon whom has signed with the future — Conjoint, at Charleston this 9th January one thousand eight hundred and twelve —

Signed Sealed

and

J. Duval JS

89. and delivered in the Presence of
Charles Lew. Esq. Fred^l. Kern, H. Justor Fran^l. Chiramy
Charleston S^c.

Charles Lew being duly sworn made oath that he
was present and saw Joseph Duval sign seal and deliver
the foregoing instrument ^{during} for the purposes therein mentioned and
that he the deponent with John Frederick Kern H. Justor and
Francis Chiramy witnessed the same.

Sworn to before me this 25th day of January 1812.

Geo. R. Logan J. P.

Marriage Settlement or articles of furniture
Silver Plate, Jeweleries &c. &c. acknowledged in favour of
my Wife Elizabeth B. Duval, Bed Chamber Furniture

1. Magoghney bedstead of the first quality cost	52. -
2. Matresses one of the first quality in hair the other in Moss	90. -
3. Bolster & Pillows	10. -
2 Pairs of Sheets	20. -
1 Bed Quilt	20. -
1 Pair Blankett	15. -
1 Muslin Pavilion	20. -
1 Pair Pillow Cases trimmed	4. -
1 Magoghney Beson stand complet	12. 25
1 Ditto Toilet Table	10. -
1 Looking glass	10. -
1 Name Magog named Annette their future Spouse	400. -
1 Side Board Magoghney of the first quality	45. -
1 Set Table	45. -
1 Looking glass for the Parlor	13. -
1 Chairs at 2.8 each	18. -
1 Round Table for Tea Magoghney	10. -
6 Silver Table Spoons	22. -
6 Do Small tea Do	9. 50
12 Glass Tumblers	1. 50
12 Do wine or for Cordials	3. -
24 Knives & forks	2. -
6 Do Dishes with covers	9. -
12 Do Small breakfast plates	0. 75
10 Pictures in gold frames	25. -
1 Carpet	16. -
1 pair of Brass Dogs	10. -
1 pair of Longs Shovels & Kullars	6. 50
1 Sander for the Pipe	6. -
1 Set of Tea China & Tray	25. -
500 Five hundred Dollars according to my promise	500. -
and all other Articles necessary for house keeping in general and all the Kitchen Utentials	1405. 50

Recorded 25th January 1812.

Know all men by these presents that I, Ralph Stad Izard of Charleston in the State aforesaid am held and firmly bound unto Ralph Izard Junior and Arthur Middleton, of the said State, Esquires, in the sum of Twenty Thousand pounds Sterling to be paid to the said Ralph Izard Junior and Arthur Middleton or the survivor of them, or the executors or administrators of such survivor, for which payment well and truly to be made I bind myself and each of ~~my~~ ^{every} my heirs executors and administrators firmly by these presents sealed with my seal and dated this thirty first day of October in the year of our Lord one thousand eight hundred and Eleven and in the thirty sixth year of the Sovereignty and Independence of the United States of America - Whereas a marriage is intended to be shortly had and solemnized between the above bound Ralph Stad Izard and Esther Middleton daughter of the late Thomas Middleton Esq^r by which said marriage the said Ralph Stad Izard will be entitled to receive the fortune of the said Esther Middleton, which at present cannot be ascertained, and Whereas the following Agreement has been made between the said Esther Middleton and Ralph Stad Izard respecting the (future) fortune of the said Esther Middleton, That the said Ralph Stad Izard shall receive and take to his own absolute use during their Coverture the fortune to which the said Esther Middleton is entitled That if she should survive him the principal of her said fortune shall return to and be vested in her, to every intent and purpose; and if she should not survive him, she may nevertheless dispose of the principal of her fortune by deed or will to such person or persons, and in such manner as she shall see fit which deed or will he the said Ralph Stad Izard has agreed to ~~carefully~~ ^{carefully} into effect and further that the will at any time, and at all times when required by the obligees or either of them, or by the Executors or administrators of the survivor, render to them or him an account of such sums of money or effects of the said Esther Middleton as shall

91 come to his hands, custody and Possession, and for the principal alone, of which according to its real value at the time it shall be received by him, he shall be liable — And the condition of the foregoing obligation is such that if the said Ralph S. Izard his heirs, executors or Administrators do and shall in all things well and truly stand to, observe perform fulfill and keep the agreement above recited according to its true intent and meaning, then the foregoing obligation to be void or else Remain in full force and Virtue —

Sealed and delivered
in Presence of —

+ Tho. Mills

Ralph S. Izard (S)

H. M. Haig — Charleston S.

The Rev. Mr. Tho. Mills

being duly sworn made oath that he was present and saw Ralph S. Izard sign seal and deliver the foregoing Instrument of writing for the purposes therein mentioned, and that he with H. M. Haig witnessed the same —

Sworn to before me

this 27th day of January 1812

Lyon Levy J. P.

Recorded 27th January 1812 —

Extrait du Régistre des Actes passés en la Chancellerie ou
Consulat de l'Empire français à Charleston, Caroline
du Sud.

Aujourd'hui Vingt Septembre, mille huit cent neuf, après Midy,
Pardevant moy Simon Jude chancogier, consul pour interim de Sa
Majesté impériale & Royale, à Charleston, Caroline du Sud, y résident,
Souligné, en présence des témoins cy après nommés & audit Soussigné,
Sont présents Le sieur Joseph Truchelat, Marchand français,
demeurant en cette ville de Charleston, Natif de Rehon, département
de la Moselle, fils majeur & légitime de feu Joseph Truchelat et
Marie Jeanne Gife, Soussignée; Les père & mère, Décédés audit lieu
de Rehon; ledit sieur Joseph Truchelat, Veu des premières nocces de
defunte Marie Charlotte Guernion, Puce Marin Lin Paris, au quel
Mariage, il existe un enfant en bas âge, Nommi Joseph Truchelat,
Héritier ledit J^r Joseph Truchelat, Pour lui & en son Nom, Dame
Paris, & Le sieur Angelo Tanti, aussi Marchand français,

92 Demeurant en cette Ville, Nous en premières Noces
de feu agathe sain, Héritant ledit sieur angelo -
saint jesus demoielle caroline marie sainte, la fille mineure
issue de son mariage avec ledit defunct agathe sain, la
d^e d^{eu}x^e caroline sainte, ici présente, demeurant avec le
dit s^r son père et à son contentement aussi pour elle
et selon son, d'autre part s^r = ledit s^r angelo sainte,
époux me second Noces de dame francoise Harditt
s^r tang, veuve Gilleron, ici présente et aussi à son contentement
= En quelle Partiel dans la Rue du mariage Proposé au
ledit sieur Joseph Erachet et la d^elle caroline marie
sainte, dont la Declaration aura lieu immédiatement à la
chancellerie de ce Parlement, ont fait et arrêté les clauses
traités et conventions dudit mariage, qui suivent en présence
de leurs Parents & amis Communs, S^r J^r J^r J^r, du côté dudit
sieur futur époux, des sieurs Michel fronty, Docteur en
Médecine, & Antoine Pericignon, Marchand, tous deux français,
les amis, demeurant en cette Ville, et de celui de la d^elle
future épouse, des sieurs Charles David, Marchand Escrivain
& autres leurments, Marchand bijoutiers, tous deux aussi
français, les amis, demeurant en cette dite Ville s^r = Seront
les dits futurs époux, uns & communs en tous biens, meubles,
acquits & conquits immeubles durant le mariage de français
au droit du quel leur Communauté sera tenue, gouvernée,
& réglée, & les biens qui la composeront, partagés par moitié,
encore que les futurs époux continuellement aient ou en ce
Continent, aillent demeurer ou s'en iront à résider en pays
étrangers, usages & dispositions contraires, aux quels il est
expressément dérogié & renoncé pour s'en tenir aux usages
lois de France; s^r = Et néanmoins ne seront les dits futurs
époux aucunement liés des dits & Hypothèques l'un sur
l'autre, faits & faits avant la Declaration ou célébration
dudit mariage, les quels, si auant & trouvés, seront
payés & acquittés par celui d'entre elle qui les aura
Contractés et sur des biens personnels, sans que l'un d'eux
l'autre conjoint ni celle Communauté en puissent
être tenu ou chargés s^r = les dits sieur & demoielle futurs
époux se promettent aux biens & droits à chacun d'eux
appartenant; Ceux d'entre dits futurs époux cohabitants,
à leurs hantes, habits, linge & Bijoux à l'usage

93. Évalué entre les Parties à la somme de deux cent Piastres
Gourdes 2^e en une vieille négresse nommée Lyle & une jeune
Négrillon nommée John, évalué par les dites Parties à la
somme de cinq cent Piastres Gourdes, 3^e Item la Marchandise
de différentes espèces composant & garnissant le Magasin en des
qu'il tient en cette Ville de Charlotte, et dont l'évaluation et
l'appréciation ont été faites par les dites Parties qui ont évalué les
dites Marchandises à la somme de deux mille Piastres Gourdes;
du quel bien appartenant au dit futur Epoux, en entrera
en Communauté jusqu'à la Concurrence de la somme de deux
Mille piastres Gourdes & le surplus demeurera propre au dit
futures Epouse & aux siens de son côté & ligne, avec la
faculté d'en disposer quand & comme bon lui semblera /

En Considération du présent mariage, le dit futur Epoux & sa
Comptesse en dot à la d^e demoiselle future Epouse, sa fille, la somme
de huit cent Piastres Gourdes, le tout à quoi a été évalué par
les Parties & amis, les Hautes, Liniges, dentelles, bijoux, argenterie,
meubles & effets & une Négrisse servante, nommée future, qui est
le dit futur Epoux & sa femme à la d^e fille, sa fille, future
Epouse, tous les quel objets, montant à la d^e somme de huit cent
piastres Gourdes, le dit futur Epoux déclare & reconnaît les
avoir eus ou être le dit futur Epoux, et s'en charge avec la d^e
future Epouse / = La totalité du bien de la d^e demoiselle future
Epouse, meubles tout ce qui adviendra & appartiendra par la suite
aux dits futur & demoiselle futur Epoux, tant en meubles qu'immubles
par Succession, Donation, legs ou autrement, à quelque titre
que ce soit, entrera dans la d^e future Communauté, l'autre exprimant
Commun Joseph Truchetet dira nouveau, entre eux
& l'avenir aux dits de la d^e Communauté, jusqu'à son âge
de Majorité ou son Établissement par mariage & sans aucune
indemnité de quelque Nature & sous quelque prétexte que ce soit,
= Le futur Epoux a vu & vu la dite future Epouse d'un
douaire présent de la somme de Mille piastres Gourdes à prendre
sur la Malle du bien dudit futur Epoux audit tel que douaire
à l'avenir, pour la future Epouse, l'induit & douaire
en l'absence seulement d'avis d'avis, à la seule & simple
Contention d'avis; S'il y a des enfants dudit futur mariage,
dans lequel les dits d'avis d'avis d'avis d'avis d'avis d'avis d'avis
aux dits enfants; Mais dans le cas de non survie d'un
d'enfant ou qu'il n'estant à d'avis d'avis d'avis d'avis d'avis d'avis

disposer, alors le fonde ou dit Donaire appartiendra en
toute propriété à la future Epouse, si elle survit ou
oit futur Epoux. = Le survivant des dits futurs Epoux
aura & prendra par préciput, avant partage faire des
biens de la Communauté, tels d'iceux qu'il voudra choisir
Jusqu'à la Concorde de la somme de deux cents piastres
gourdes, suivant l'inventaire qui en sera lors fait & sans Crainte,
ou la dite somme en deniers comptant, au choix & option ou dit
survivant qui prendra en outre pour augmentation de
ou dit préciput, ses habits, linge, Hardes & bijoux
à son usage. = Sera loisible à la future Epouse et aux
enfants qui naîtront ou dit mariage, de prendre et
accepter la dite Communauté, ou y renoncer, & en cas de
renonciation, elle et ses dits enfants pourront reprendre tout
ce que la dite future Epouse aura apporté au mariage,
ainsi que tout ce qui lui sera échû & advenu pendant
son vie, soit, par Succession, Donation, legs ou autrement
& même, si c'est la dite future Epouse qui l'aura eue cette faculté,
elle reprendra en outre ses Donaires & préciputs tels qu'ils
ont été cy dessus stipulés, le tout franc & quitte sans par elle
et ses dits enfants être aucunement tenus des dettes & charges
de la dite Communauté quand bien même elle y aurait parlé,
s'y fût obligée ou y eût été condamnée; en cas elle et
ses dits enfants seront remboursés & indemnisés sur les biens
personnels ou dit futur Epoux, sur les quels pour l'aison
de ce et de toutes autres clauses & conventions ou present
Contrat Hypothèque générale & spéciale leur ont Acquis
à Compter de ce jour. = Et pour la bonne & sincere
Amitié que les dits futurs Epoux ont eue de porter l'un à
l'autre, & voulant s'indemner des Marques, ils se sont
fait respectivement les Donations irrévocables qui suivent
par le premier Mourant au survivant d'eux, savoir,
- de la part ou dit futur Epoux à la future Epouse,
ce accepté par elle & même ce accepté par le dit Sieur
Angelo dante, son père, à l'ame de sa minorité, d'une
part d'enfant le moins promette dans la Succession, et
l'autre cette Donation n'est ainsi faite à la future
Epouse qu'en un fruit seulement, savoir durant, pour
à son décès, le fonde de la dite part l'un & appartenir
aux enfants qui pourront naître ou dit futur mariage, -

Et en ce cas de non survenance d'enfant ou qu'ils l'aient
à décider sans postérité avant d'avoir pu valablement
disposer de leur bien et droits, dans ce dernier cas, le fond de
la quelle donation reviendra & appartiendra aux héritiers de
celui & ligne dudit futur époux, Et pour exécution & accompli
fidèlement cette clause, ladite future épouse, si elle profite de
la dite donation, sera tenue et s'y obligera de faire faire dans
un délai prescrit, bon & fidèle inventaire des biens de ladite communauté
et autres, s'il s'en trouve, dépendants de la succession dudit
futur époux. — Et de la part de ladite future épouse, audit
futur époux, ce accepté par le dernier, de la totalité du bien,
Mobilier, immeuble, Revenant au quel & autres qui appartiendront
à ladite future épouse au jour de son décès en quelque lieu
et endroit qu'ils soient afin & situés et à quelques sommes
qu'ils puissent monter pour par ladite future épouse, l'oui, dispose
de la totalité des dits biens en usufruit seulement d'avis d'ici
à l'unqu'au jour de son décès, à compter de celui de la dite
future épouse, & ce à la seule & simple caution Notaire et
sans être tenu d'en donner d'autre de conviction la présente, mais
à la charge audit par lui de faire faire bon & fidèle inventaire
du bien de ladite future épouse et de l'affirmer sincère & véritable. —

— Cette donation n'est ainsi faite qu'à la charge toutefois
qu'au jour du décès de ladite future épouse, il n'y aura point
d'enfant vivants dudit mariage, car s'il y en avait, ladite
donation serait nulle en tous cas Substantiellement —
Modifications ou Réductions prévues par les lois de France &
étendues à ce sujet, mais si les dits enfants venaient naître
à décider, soit en Minorité, soit en Majorité, sans postérité,
avant d'avoir pu valablement disposer de leur bien & droits &
alors ladite donation reprendra toute sa force, valeur &
étendue en faveur dudit futur époux, Comme s'il n'y avait
pas eu survenance d'enfant dudit futur mariage. — Et pour
faire enregistrer ou insinuer ou présenter ou en l'acte de toutes
les formalités nécessaires par toute ou besoin sera, les dits &
parties ont fait & nommé pour leurs procureurs la présente d'une
expédition d'icelles au quel elles pourront pourvoir d'un
requerir acte. — Ces ainsi a été convenu & arrêté entre
les dits Parties qui pour l'exécution des présentes ont élu domicile
à leur commun respectives aux quels lieux &c, Remettant &c
Obligant &c Renonçant &c d'acte, fait &

96 & Passé en la chancellerie ou parat de
 l'empire français a charleston, caroline sud, les jours,
 moi & au grand jour et ont les dits futurs Epoux, le pere
 & la belle mere de lad^e future Epouse, les autres parents
 & amis signés en présentés qui ont été faits & rédigés
 en présence des Sieurs Jean Baptiste Benoit, & Francis
 Lita Duboc, marchands français demorants en cette dite
 ville, temoins requis et expris appellés qui ont
 également signés avec moy consul par interin absent
 en l'absence d'un chancelier ami signés, au registre,
 J^e Truchet, caroline me Lante, angelo Lante, J^e
 Lante, fronty, a pronignon, ch: David, A. lemorant,
 Benoit, J^e Duboc & chomwau. collationné et
 scellé signés chomwau. / Recorded 2 March 182

South Carolina

This Indenture Tripartite made
 this Third day of February in the Year of Our Lord one thousand
 eight Hundred Twelve and in the thirty Sixth Year of the Independ-
 dence of the United States of America Between. Adam Gil-
 christ of the City of Charleston Esquire Merchant of the first part
 Elizabeth Lamboll Thomas of the City of Charleston Spinster of the se-
 cond part and Joseph Dudley and Paul J. Jones of the City of
 Charleston Justices named constituted & appointed for the purposes
 hereinafter expressed of the third part. Whereas a Marriage by
 Divine permission is intended shortly hereafter to be had and so-
 lemnized between the said Adam Gilchrist and the said Eli-
 zabeth Lamboll Thomas, and whereas the said Elizabeth is now
 possessed in her own right of certain property mentioned and set
 forth in the Schedule hereunto annexed and will be entitled on
 and after the death of her mother M^{rs}. Mary Lamboll Thomas to certain
 estate and Interest under & by virtue of the last will & testament of
 her deceased Grandfather Thomas Lamboll Esquire which last
 will & testament bears date the nineteenth day of April which
 was in the year of our Lord one thousand seven Hundred & Seventy
 four which estate consisteth of divers Mesuages, Houses, Land,
 Annuities & real estate and also of certain Negro Slaves
 & other articles of personal Estate whereof the said Mary Lamboll
 Thomas is under the said will possessed of an Estate for life without
 impeachment of waste as by the said will may more fully appear

And whereas it hath been mutually agreed by and between the said parties before the said marriage & in contemplation and consideration thereof that all and singular the estate & property of the said Elizabeth Lamboll Thomas whether in possession or in expectancy or to which she now is or hereafter may become entitled whether absolutely or for life should be conveyed settled & assured to and for her own or separate use notwithstanding the said intended marriage so that she shall without the interference or controul of her said intended husband or without any let or claims whatsoever from his creditors have & take to & for her own separate use and behoof & at her pleasure dispose of all and singular the estate & property of which she is possessed in her own right and the rents issues profits & proceeds of all and singular the estate real & personal that may be devised to her under the last will & Testament of the said Thomas Lamboll, and that during her natural life and notwithstanding the said intended coverture. Now to the end to carry the said agreement into effect so far as the present situation of her estate & intent will permit & to provide further more fully & perfectly conveying & assigning her Estate in expectancy when the same shall fall into possession. ~~Where~~ ^{Remember} ye that the said Elizabeth Lamboll Thomas for and in consideration of Five Dollars to her in hand paid at or before the sealing & delivery of these presents by the said Joseph Duell & Paul J. Jones the receipt whereof is hereby acknowledged and by & with the privacy and assent of her said intended husband (testified by his being made party hereto and sealing & delivery of these presents) hath granted Bargained sold assigned & transferred and by these presents doth grant bargain sell assign & transfer unto the said Joseph Duell and Paul J. Jones all and singular the certain estate & property of the said Elizabeth Lamboll Thomas in Possession mentioned and set forth in the schedule of her property in possession hereunto annexed and at her Estate right title & Interest thereof and thereof in with the right members and appurtenances. So have and to hold all and singular the said Bargained & sold property with the issues & proceeds thereof unto them the said Joseph Duell & Paul Jones and the survivor of them & the Executors administrators & assigns of such survivor In trust nevertheless & to and for the uses in tents & purposes hereinafter expressed & intended as to the same & to & for no other use intent & purpose whatsoever that is to say to & for the sole and only use of the said Elizabeth Lamboll Thomas until the solemnization of the said intended marriage. And from and immediately after the said marriage shall be duly solemnized and had then In trust and to & for the sole and separate use benefit and behoof of the said Eliza-

both Lamboll Thomas notwithstanding the said intended
 coverture for and during the term of her natural life not subject
 or liable to the debts controul or engagements of her said intended
 Husband but to pay over to her upon her own personal receipt or ac-
 quittance or that of her duly constituted agent, or suffer & permit
 her to take to herself all and singular the rents issues & profits thereof
 of every part & parcel thereof & the same to use and dispose of as to
 her may seem meet during the coverture: and from & immediately
 after the death of the said Elizabeth Lamboll Thomas then in trust
 to and for such person or persons for such estate or estates interest or
 portions & with such limitations as she the said Elizabeth by any
 deed or deeds under her hand or seal during her lifetime or by her
 last will or Testament shall see fit to direct appoint convey or
 bequeath the same. And the said Adam Gilchrist for and in
 consideration of the promises & for the further consideration of five
 dollars to him in hand paid by the said Joseph Duell & Paul &
 Jones the receipt whereof is hereby acknowledged and to the end to
 provide for the more fully carrying into effect the agreement
 made as for & touching all the Estate & Interest of the said Elizabeth
 Lamboll Thomas according to the true intent & meaning of all the
 parties to these presents doth for himself his Heirs Executors admin-
 istrators and assigns hereby covenant promise grant & agree to and
 with the said Joseph Duell & Paul & Jones and the survivors
 of them & the Heirs Executors & administrators of such survivor in
 manner & form following that is to say that whenever it shall
 hereafter happen during the said intended coverture that the estate
 real & personal devisable or to be devised to the said Elizabeth Lam-
 boll Thomas from her grandfather Thomas Lamboll or by or under
 his last will & Testament shall fall into possession by reason of
 the death of the said Mary Lamboll Thomas her mother or otherwise
 or she the said Elizabeth shall be entitled to have & take a share
 thereof whether for life or any other Estate or interest that all and singular
 the property estate and interest so devised or to fall shall be and remain
 to and for the sole and separate use benefit and behoof of her the said
 Elizabeth during & notwithstanding the said intended coverture as afore-
 said and she the said Elizabeth be permitted to receive & take to her-
 self as aforesaid and to her sole and separate use all and singular
 the use interest rents & profits thereof and of every part and parcel thereof
 free from the debts controul or engagements of him the said Adam
 Gilchrist. and that for the better securing the same or settlements

99 to that ^{and} use and intent shall be duly made by apt. & proper deeds & covenants
to be prepared and executed when the property so to be devised from her
Grandfather's Estate shall come to be an estate in possession or be acquired
in fee simple, so that the same shall be conveyed to and vested in the said
Trustees or the survivor of them & the heirs Executors & administrators of such
survivor to and for the uses intents trusts & purposes heretofore specified;
and further that from time to time and at all times during the said intended co-
verture it shall and may be lawful to and for the said Elizabeth Lamboll
Thomas & she is hereby enabled notwithstanding the said coverture to make
seal execute and deliver all or any deed or deeds as she may see fit, or her last
will and testament if she see fit, for the purpose of conveying or transferring
all and singular the estate & estates and interest hereon & hereby made one
or limited, or intended to be limited over in trust to offer her sole and se-
parate use & behoof to offer such persons and persons in such estate and
estates for such purposes & with such limitations as she shall from time to
time during the said coverture see fit, convey devise or bequeath the same.
And Lastly that the uses & trusts provisions & covenants & all & singular the
aforesaid covenants shall be extended to all and every estate real & personal
which at any time during the said coverture shall be acquired by the said
Elizabeth Lamboll Thomas by descent or purchase gift grant or devise by
from or under any inheritance deed will or testament; and by new deeds of
settlement shall be conveyed & settled to & for the same uses as aforesaid
according to the true intent & meaning of these Presents. In witness whereof
of the Parties to these presents have hereunto set their hands and seals
the day and year first above written — Adam Gilchrist (L.S.)
Sealed & delivered in presence of Joseph Dullis (L.S.) (Paul & Jones) Elizabeth Lamboll Thomas (L.S.)
the presence of — Josiah Taylor / John Wooddepe

Schedule of Property & Estate of Elizabeth L Thomas in possession & referred to
in the foregoing Deed Viz —

3 Negroes belonging to her named Mary Ann, Solomon and Abraham
1 Negro belonging to the Estate of her Grandfather but of which her Mother hath
^{surrendered} ~~surrendered~~ her life estate for the benefit of Miss Elizabeth L Thomas

The Rents of a certain store in Trade Street occupied by J. Dickinson belong-
ing also to the above estate but surrendered by Mrs Thomas for her said daughter
benefit as above also 8 shares of capital stock in the Bank of South Carolina
and also 7 shares of capital stock in the Planters & Merchants Bank the
private Property of the said Elizabeth Lamboll Thomas.

So Carolina Personally appeared Josiah Taylor who being duly sworn made
oath that she was present and saw Adam Gilchrist, Elizabeth Lamboll Thomas,
Joseph Dullis and Paul & Jones Llewellyn sign seal and deliver this In-
strument of writing and that he the Deponent with John Wooddepe

signed their names as witnesses to the same. sworn to before
me 4th March 1812 — W^m Logan J.P.

Recorded 10th March 1812

South Carolina

This Indenture Tripartite made this

Twenty eight day of January in the year of our Lord one thousand
Eight hundred & twelve and in the thirty sixth year of the Independence
of the United States of America Between Josiah Sturgis of the City of
Charleston Merchant of the first part, Mary Johnston of the same
place Spinster daughter of the late Charles Johnston deceased of the
second part and James Macbeth & Doddridge broker of the same
place merchants of the third part: Whereas a marriage by divine
permission is shortly intended to be had solemnized between the said
Josiah Sturgis and Mary Johnston, and whereas it hath been mu-
tually agreed by and between the said parties before the solemnization
of the said marriage and in contemplation thereof that all and
singular the Estate and property of the said Mary Johnston here-
inafter mentioned or to which she is entitled shall be conveyed and
settled to and for the uses and purposes hereinafter mentioned.
Now therefore This Indenture witnesseth that for and in con-
sideration of the said intended marriage and also of Five Dollars
to her in hand paid by the said James Macbeth & Doddridge
brokered at or before the sealing and delivery of these Presents the
receipt whereof is hereby acknowledged she the said Mary Johnston
by her with the privacy agent and concurren of the said Josiah Sturgis
(attested by his being made party hereto and sealing and delivering
these presents) hath granted bargained sold and conveyed and by
these presents doth fully grant bargain sell and convey unto the
said James Macbeth and Doddridge broker and their heirs & assigns
(on their actual possession now being by virtue of a Bargain and sale
to them thereof made by certain indenture of lease bearing date the day
next before the day of the date of these presents for one whole year
and of the statute for the transferring of uses into possessions) all that
certain lot of Land in Charleston situate on South Bay measuring &
containing fifty five feet front on the side next to the side property
and one hundred & fifty feet in depth on the side next to the side
property of her the said Mary Johnston in fee simple, together with all
the Hereditaments right members & appurtenances thereto belonging

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