

This State of South Carolina

This Indenture Tripartite made the twenty sixth day of December in the year of our lords one thousand eight hundred and fifteen, Between Christopher Whorlow of the one part, Mary Ann Leche a Minor acting with the concurrence and consent of her mother and Natural Guardian, Mrs Leche testifies by her signatures these presents of the second part and Charles W. English a Trustee appointed by the said Parties to sustain the trusts of the marriage Contract herein written and receipt of the third part. Whereas the said Mary Ann Leche is interested in and entitled to such Estate Property and proportion as may be devised to her by the Court of Equity of the State aforesaid in a suit that has been for a considerable time depending and is still depending in the said Court at Charleston Between Thomas Leche Complainant and the said Mary Leche defendant of the following slaves, that is to say Kate, Pyma, Jack, George, Caesar, David and his three children, Adam, Eve, Nancy, & Paddy, Sarah, Polly, Jane, Maria & Betty, Little and Lovers and her child an Infant, David, Linnah, Peter, John, Bob and her child an infant, Susan and her two children Annetta and Rebecca Nanoff and her children, Mack, Mary & William Polly, Myra, and another child, John, an estate of such Estate and proportion as the said Court shall decree her in the aforesaid suit, One hundred and fifty acres of Land in Saint Marks Parish South Carolina Two hundred acres of Land adjoining about eighty acres of Land in Prince Georges Parish Five hundred acres of Land in Dry Swamp near States Branch or the Purchase swamp that is the said Five hundred acres on Dry Swamp having been lately sold, on condition that titles should be sanctioned therefore by the said Court of Equity, which slaves consist part of the slaves and the issue of such as are females of the slaves purchased by the aforesaid Mrs Leche of William Russell Gilles Master in Equity, and which lands are the lands purchased by her of him the said Master under a decree of the Court of Equity in a suit Between the legatee of John Hammond and the Estate of Alexander Pinckney, and the said Mary Ann Leche is also entitled to and interested in a part or proportion or some inheritance and Estate unto and of the following slaves, namely London, Hannah, Gus, Enuff, also in and to a proportion of an undivided tract of Land in Saint Thomas Parish part now in cultivation containing three thousand four hundred and seventy acres in the whole which Interest estate property and proportion of in and to the slaves and Lands, named and described in the last Recited are devised to the said Mary Ann Leche from and in virtue of the Marriage Settlement, Between her Father Dr William Leche deceased and her mother the said Mrs Leche, dated the fourth day of July December one thousand seven hundred and ninety two the Quality kind and degree of which Interest will appear on Reference to the said deeds of Settlement duly recorded in the Law also in and to the following Slaves named as follows

daughter's Will purchased of Alexander Cameron and transferred
 to the trustees named in the said Settlement the purchase money whereof
 being from Lands bought of the said settlement, also in and to the
 plantations slaves, Aberdeen, Hannah & Common sold & conveyed by the Sher-
 iff of Charleston District to the said trustees under a Mortgage from
 John Cameron Smith to the Estate of the deceased Alexander Smith day
 which was also bound of the said settlement, also in and to a tract situated
 in Ninety six district in the State aforesaid, Between Saluda and Sandy
 Rivers in Walnut creek containing Twelve hundred acres Bullin's and
 Brundin's at the line of the Survey on the south East by Samuel Hutans
 Land and John Harris Land to the east by Land of Robert Massie and
 to the west by Land of Robert Boy and William Williamson and all
 other sides of vacant land and covered in the third survey of John one thou-
 sand seven hundred and ninety seven by the Sheriff of Charleston Dis-
 trict, to the aforesaid Trustees in the trusts declared in the aforesaid Set-
 tlement, and to the said Mary Ann Leche is or may be entitled in and
 to a proportion or Interest in the following slaves, namely Molly
 and her children, Quash, Eanna, Willoughby and Beck, bequeathed to
 her mother the said Leche under the will of Judith Villiantine and which
 may be regarded as subject to the Settlement aforesaid in the last Will
 and Testament of the said William Leche and the said Mary Ann
 Leche is or may be entitled to an interest in or Proportion of the following
 slaves, namely Kate Lewis Peter son of George and Jimmy bequeathed to
 her mother the said Mary Ann Leche in the Codicil to the last will and Testament
 of Samuel Miller deceased and subject to the provisions of the aforesaid
 Marriage Settlement and the said Mary Ann Leche is also entitled to
 one fourth part of the real and personal Estate of her Mother Mary Le-
 che in and to the said her husband - and when as by God's providence
 a Marriage is to be shortly had and solemnized between the said Chris-
 topher Rhodes here and Mary Ann Leche and in consideration of the
 said Marriage contract, it has been agreed between the said Christo-
 pher Rhodes here and the said Mary Ann Leche with the Concur-
 ring Privy and consent of her mother and Natural Guardian the afo-
 resaid John Leche that prior to the solemnization of the said Marriage
 all and singular the right title, interest property Estate and Share
 of the said Mary Ann Leche of what quality degree Nature or amount
 the same may be or in and to all and singular Lands and Slaves and
 other property above described and named and the future issue and
 increase of such of the said Slaves above named shall be granted bargained
 sold and released a perfect transfer and delivery by the said Mary Ann
 Leche to the enjoyment of her said Guardian the Privy and Christopher

of the said Christopher Rhodes have testified by their being parties hereto
for as the said Mary Ann Lehigh is capable in Law or equity of granting
conveying selling and leasing assigning transferring and setting over of the
lands the said Charles W Doyle his heirs executors and administrators to the use
and upon the trusts herein after particularly expressed and declared of and
concerning the same but it is notwithstanding clearly understood that the signa-
ture of Anne Lehigh is to affect her in further than the same attests her
consent to her daughter's executing this Marriage Contract, and it is to
confer or convey no other or equal Interest in the premises or other Interest what-
soever to her said daughter than who had prior to the said Mary Lehigh's
signing or consenting to these presents and whereas the said Christopher
Rhodes have in consideration of the marriage to be solemnized as aforesaid
and the Marriage contract in consideration thereof above created have
covenanted promised and agreed in himself his heirs executors adminis-
trators or such person or persons as the Court of equity may appoint for
his successor that he and they with at all times hereinafter make execute
and deliver to him or them the Covenants aforesaid abovesaid and do and
deeds conveyances and covenances aforesaid and aforesaid whatever for the
better and more effectually conveying and a giving to the said and trusts of
the marriage Contract herein after declared all the right title Interest
freehold and Estate and share of the said Mary Ann Lehigh in and to all and
singular the premises herein before named & described and also that in case
the deed of the said Mary Ann Lehigh touching the said premises shall
be invalid in respect of her Estate and Interest in the Lands in reason of her
minority or otherwise that he will join the said Mary Ann Lehigh after she shall
attain full age in the Terms prescribed by law if she shall be minded so
to do in Bargaining selling and leasing conveying and a giving unto the
said Charles W Doyle and his heirs to such successor aforesaid all her Estate
in the said lands to the use and upon the trusts of the Settlement hereinafter de-
clared know all men by these presents that in consideration of the Marriage to be
solemnized as aforesaid and of the marriage Contract above recited and of one dollar
to her in hand paid by the said Charles W Doyle the said Mary Ann Lehigh with
the concurrence approval and consent of her mother and natural Guardian the
said Ann Lehigh and with the privities of the said Christopher Rhodes have test-
ified by their joining ^{signing} and sealing of these presents hath bargained and sold
bought transferred and set over, and by these presents doth bargain and sell assign
transfer and set over unto the said Charles W Doyle all his right title Interest
freehold Estate and share in and to all and singular the lands and other
personals heretofore herein before named and particularized and in and to the
future issue and increase of such of them as are females a list of the same

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said slaves and other property is here to annexed and are to execute and
and attached at the same time with these presents, it have and to hold
the said premises to the said Charles W. Taylor his Executors and ad-
ministrators upon the trust herein after declared - and that all men
gotten by these presents that the said Mary Ann Lehn with the like
consent of her husband aforesaid upon the like priority of the said
Christopher Rhodes been her intention ^{and} in consideration of the aforesaid
wedded promises and as before aforesaid hath granted the premises sold
and released a signed transferred and set over and by these presents
doth grant bargain sell and release upon trust for such set over unto
the said Charles W. Taylor all her right title interest and estate and
share of and to all ^{as if the same were again particularly} the lands above described and now referred
to as such estate, lands and interest in this place, together with all and singu-
lar the rights members and elements and appurtenances to the said pre-
mises belonging or in anywise incident or appertaining, it have and to
hold all and singular the above mentioned premises unto the said Charles
W. Taylor his heirs and assigns to the use of the said Charles W. Taylor
his heirs and assigns in trust nevertheless to for ever upon the life and
trusts herein after mentioned declared of and concerning the same and
iss hereby declared and agreed to and between all the Parties to these pre-
sents that the uses and trusts herein before mentioned and referred to as
with and concerning the right title interest property estate and share
of the said Mary Ann Lehn of in and to all and singular the Slaves and the
issue of such of them as are, females and other such and property above
mentioned as also of in and to all and singular the lands above described
created as aforesaid that is to say that is to say in trust for the
use of the said Mary Ann Lehn until the solemnization of the marriage
and immediately from and after the said marriage in trust for the joint
life and maintenance of the said Mary Ann Lehn and Christopher
Rhodes from and during their joint lives, such and exempted from the debts
and engagements of the said Christopher Rhodes hereinafter, and from
and after the decease of either of them, then in case the said Mary Ann
Lehn should be the survivor and be no child or children of the
marriage aforesaid living at the death of the said Christopher Rhodes
hereinafter such child or children die under the age of twenty one years
and unmarried in trust for the said Mary Ann Lehn her heirs
executors administrators and assigns for ever free and discharged
from further trusts. But if there be a child or children living at the
death of the said Christopher Rhodes hereinafter, then as to and full moiety of
and singular the property real and personal hereby intitled to be settled
for the said Mary Ann Lehn her heirs, ^{living} executors and administrators

and assigns for ever free & absolute from further trusts, and as to the
marriage moneys then in trust for each child or children in equal shares
if more than one his her and their heirs Executors administrators and assigns
to be delivered to them respectively and discharged from further trusts
as they respectively turn at ~~age~~ ^{being} ~~are~~ ^{are} married and in case the said Christopher Rhodes
should survive the said Mary Ann Leitch and then have child or
children of the marriage living at the death of the said Mary Ann Leitch
then in trust for the said Christopher Rhodes Green his heirs Executors
and administrators free from further trusts. But if there a child or
children of the marriage ~~being~~ ^{during} at the death of the said Mary Ann Leitch
then as to one full moiety of all the profits of real and personal
estate intended to be settled in trust for such child or children in equal
shares if more than one his her or their heirs Executors administrators
and assigns to be delivered to them respectively and discharged from
further trusts as he she or they respectively attain the age of twenty one
years or are married and as to the remaining moiety thereof In trust for the
said Christopher Rhodes Green during life and for such person or persons
and his her or their heirs as he by his last will & Testament shall devise
and bequeath the same, but if he should die without disposing of the same
by his last will and Testament then the said Mary Ann Leitch In trust for the said
child or children of the said marriage their heirs Executors administrators
and assigns. Share & share alike and to be delivered and discharged from
further trusts as herein before declared of and concerning the other moiety
And it is hereby agreed and provided ~~and~~ that if it should become necessary
any and expedient for the interests thereof to be benefited by this settlement
to sell or change the whole or any part of the settled premises that it shall be
lawful for the said Christopher Rhodes Green and Mary Ann Leitch
with the consent of the trustee charged at the time with these trusts under his
hand and seal and not otherwise to sell or convey the same always taking
care to convey transfer and secure by good valid and sufficient assurances
the proceeds on the sales of such property to be vested in good property or the
property accepted in exchange and the enjoyment of the said Mary Ann
Leitch with such enjoyment securing to the settlement, the proceeds of sale
or property received in exchange shall be good and valid to all intentions
and purposes and the said Christopher Rhodes Green for him or his
heirs Executors and administrators doth hereby covenant grant promise
agree to and with the said Charles W. Bayly his heirs Executors and admin-
istrators and to and with any Trustee that may be appointed by the Court
of Equity to succeed him in case of his decease (which it is agreed by all parties
that the Court may do if need be) that he will at all times hereafter execute
all and every deeds and deeds assured and assurances bearing date

trusts

conveyances in the law which may be devised or recommended by counsel
 balanced in the law, either for ratifying and confirming the settlement of
 the personal interest of the said Mary Ann Leitch's intended to be
 settled upon the said lands and trusts aforesaid declared to for conveying her estate
 in the lands aforesaid to the said Mary Ann Leitch when she attains the age of twenty
 or when it shall otherwise be directed in writing in relation to the account
 of her minority or in account of any other cause according to the true
 intent and meaning of the covenants touching the premises aforesaid
 as made and agreed to by him In witness whereof the parties
 to these presents have hereunto interchangedly set their hands and seals
 on the day and year first above written
 Signed sealed and delivered in the presence of the subscribers which appear in this deed in the same hands writing with the said Mary Ann Leitch
 Anne Leitch (ES)
 Christoph Rhodes (ES)
 Mary Ann Leitch (ES)
 Charles W. Dapley (ES)

Schedule or list of the slaves and other personal property referred to in the
 annexed marriage settlement in which Mary Ann Leitch hath an interest
 as therein set forth in which interest is included to be covered by the said
 settlement in the manner therein declared - Slaves bought of the Master in
 Equity 1. wit. Kate, Topham's back, George, Cesar, Edrick and his three children
 namely Adam, Coe, and Sampson and child Betty. From since the
 purchase, Sarah and Polydore, Maria and Kelly the three last from since the
 purchase, Little Ned, do not spend his infant from since, David & Emily
 Ned Adam, Bess and her infant from since Lucy and two children
 Maria, Rebecca, Nancy and her three children - March Mary
 & William & Mary, Mary and an infant from since the purchase and in
 before the said Mary Ann Leitch, Mary Ann Leitch, Diana & William
 & Peter under the marriage settlement of D. William Leitch and Ann Leitch
 to wit. Linda, Hannah, Mary Coffey, Agnes, and her daughter, Kelly bought of
 the trustees George, Sarah and Cesar bought of the same under the
 Common of Smith, W. C. C. and the will of D. James C. Leitch in state
 Lewis Bear & Amos

Signed sealed and delivered in the presence of the subscribers
 Anne Leitch (ES)
 Christoph Rhodes (ES)
 Mary Ann Leitch (ES)
 Charles W. Dapley (ES)
 John R. B. being duly sworn made oath he was present saw Mary Leitch, Christoph
 Rhodes, Mary Ann Leitch and Charles W. Dapley sign seal and deliver the
 foregoing marriage settlement likewise the schedule a list in the west hand
 for their respective parts and that he with J. O. Brown witnessed the same
 before me the 6th Feb 1846 Jam. Burges JP
 Recorded 10th Feb 1846

State of South Carolina

This Indenture Infante made the fourteenth day of November, in the year of our Lord, one thousand Eight hundred and fifteen. Between Mary Magdalena Ingles ~~Clithall~~ ^{Clithall} Heiress of the First part James Thomas Esquire Merchant both of the City of Charleston of the second part and William Lanes of the same place & George Clithall Esquire of the Third part of the third part. Witnesseth That whereas a Marriage is intended by the permission of God to be shortly had and solemnized between the said Mary M. ~~Clithall~~ ^{Clithall} of the said City and the said James Thomas Esquire - And whereas the said Mary M. ~~Clithall~~ ^{Clithall} at the time of executing these presents is lawfully seized in fee simple of sundry lands Messuages tenements ~~hereditaments~~ ^{hereditaments} and other real estates, and is also entitled to various and diverse other property real and personal, and possessed of the certain personal property herein after particularly described, And whereas upon the treaty and previous to the said intended marriage it hath been agreed by and between the said Mary M. ~~Clithall~~ ^{Clithall} and the said James Thomas Esquire, That the real and personal estate of the said Mary M. ~~Clithall~~ ^{Clithall} which she is now seized and possessed of, and which she may at any future period be entitled to, or seized and possessed of, should be by her granted released, assigned to and invested in the said William Lanes and George Clithall and the survivor of them his heirs Executors administrators and assigns, to and for and upon the several uses trusts interests and purposes and in such manner as hereinafter is mentioned limited expressed and declared of and concerning the same Now this Indenture witnesseth that in pursuance of the said Agreement, and in consideration of the said intended Marriage and also of one dollar to the said Mary M. ~~Clithall~~ ^{Clithall} in hand paid by the said William Lanes and George Clithall the receipt whereof is hereby acknowledged, and for divers other good causes and considerations hereunto moving she the said Mary M. ~~Clithall~~ ^{Clithall} by and with the privacy and consent of the said James Thomas Esquire her intended husband, and to testifie of this being a party to and executing these presents, hath granted bargained sold aliened, released, conveyed and confirmed, and by these presents doth grant bargain sell, alien, convey and confirm unto the said William Lanes and George Clithall and the survivor of them, his heirs Executors administrators and assigns, all the right title, Interest claim and demand which she the said Mary M. ~~Clithall~~ ^{Clithall} hath has in a plantation or tract of Land situate lying and being in the parish of Saint Bartholomews at a place called the house ~~Shed~~ ^{Shed} and adjoining lands of ~~St. Michael~~ ^{St. Michael} she the said Mary M. ~~Clithall~~ ^{Clithall} being entitled to and possessed of one undivided moiety of the said Plantation or tract of Land called also all the right title Interest claim and demand of the said Mary M. ~~Clithall~~ ^{Clithall} Mary M. ~~Clithall~~ ^{Clithall} of and to

[illegible]

declared of and concerning the same and as for and concerning the said several
 uses and trusts intended to be made limited and declared of and concern-
 ing the said real & personal estate of the said Mary M^{rs} Clithrall each
 and every of the parties to this indenture hath agreed that the same shall be
 limited settled assured and declared in manner and form following that is to say
 In trust to and for the proper use and behoof of the said Mary M^{rs} Clithrall
 her heirs executors administrators and assigns until the solemnization of the said
 intended marriage and from and immediately after the solemnization thereof
 then to and for the sole and separate use benefit and behoof of the said Mary
 M^{rs} Clithrall for and during the term of her natural life with full power and
 authority to receive and take the rents issues and profits thereof during her natural
 life as her own separate and distinct estate, in as full and ample a manner as
 if she were a ~~single~~ sole and unmarried without being subject to the debts con-
 tracts engagements or incumbrances of her said husband or of any
 future husband and from and immediately after the death of the said Mary M^{rs}
 Clithrall in trust for such persons and persons now and then estate and estates and
 subject to such limitations and agreements as the said Mary M^{rs} Clithrall by her
 last will and Testament in writing or appointment in writing purporting to be her
 last will and Testament direct direct and appoint and in default of such direct
 limitation or appointment then in trust to and for the use and benefit and
 behoof of all and every the children or child of the said Mary M^{rs} Clithrall who
 shall be living at the time of her death and if there be only one child living at her death
 then to this or her sole and separate use, and the heirs executors administrators and as-
 signs of such children or child for ever. Provided always and it is hereby intended
 and agreed by and between all the parties to these presents, that if the said Mary M^{rs}
 Clithrall shall be desirous to sell and dispose of all or any part of the said lands
 tenements and other estates she lay out and invest the same in any other kind of property in
 such case the said William Lamed or the said George Clithrall or both of them, or the
 survivor of them and his heirs executors administrators and assigns and he or she with
 and empowered to sell convey assign transfer and set over all or any part of the said
 property real and personal as the said Mary M^{rs} Clithrall shall and may from time
 to time notwithstanding his contrary, by any writing under hand attested by three
 or more witnesses direct and appoint so that always as it hereby expressly agreed and
 intended the monies or other proceeds or profits arising or coming from such sale or dis-
 pose shall be subjected settled and assured to and for the same trusts uses intents and
 purposes and purposes herein before expressed and declared, and the said James Thomas
 as for himself his heirs and assigns doth hereby covenant promise and agree to and
 with the said Mary M^{rs} Clithrall and the said William Lamed and George
 Clithrall and the survivor of them and his heirs executors administrators and assigns that
 he the said James Thomas his heirs executors administrators and assigns shall and will
 from time to time and at all times hereafter make do and execute or cause to be

done and executed, all such further and other lawfully and reasonable acts
and acts, matters or things needed or convenient for the further and more perfect
execution of the said bequest and the said real and personal estate herein mentioned and
contained in the said William Jones & George Littleall & the survivors of them to
for or upon the several trusts and purposes herein before expressed of and concern
ing the same as shall be lawfully advised or required. In witness whereof the
said parties to these presents have hereunto set their hands and seals the day and
year first above written

Witnesses
Present of Geo. H. Ingles
Harriet B. Crafts

Mary M. Littleall (29)
James Thomas (3)
William Jones trustee (3)

Harriet B. Crafts being duly sworn made
oath she was present and saw Mary M. Littleall James Thomas and William
Jones sign seal and deliver the foregoing instrument purporting for the uses and pur
poses therein mentioned and that she with Geo. H. Ingles testifies the same to be
true, on the 21st February 1866 Jam. Purger V.P.

State of South Carolina
This Indenture made the eight day of February in the year
of our Lord one thousand eight hundred and Sixty six, and in the thirty first
year of the independence of the United States of America, Between Emily
Girardeau of Saint Bartholomew parish widow of the first part, John S. Bel
linger of Barnwell district Esq. of the second part and Peter D.
Girardeau of Saint Bartholomew parish planter and George Taylor of Abbeville
hatchie, attorney at Law, and also of the State of South Carolina of the third part, in
whereas a marriage is intended by and to be had and solemn
ized between the said John S. Bellinger and Emily Girardeau, and the said
Emily Girardeau being entitled unto and an divided share of in and to a cer
tain plantation and negro slaves, as the widow and devisee of her late husband
John M. Girardeau Esq. deceased. It has been agreed that the property of her
personal estate to be held, shall be conveyed and settled upon the trusts and uses
herein after mentioned. Now this Indenture witnesseth, that in consideration of
said intended marriage to be had and solemnized as aforesaid, and of the love
and affection which the said John S. Bellinger and Emily Girardeau have and be
lieve that and also in consideration of the sum of Ten thousand Dollars paid
to the said Emily Girardeau in hand and before the sealing and delivery of these
presents well and truly paid by the said Peter D. Girardeau and George Taylor
the receipt whereof is hereby acknowledged, by the said Emily Girardeau by and
with the private and consent of the said John S. Bellinger her intended husband
testified by his being a party to and signing and sealing these presents, that
said Emily Girardeau sold a signed transferred and set over and by these
presents. With grand bargain and signed transfer and set over unto the said

Peter B. Girardeau and George Taylor their executors administrators and assigns
and the survivor of them all and every the undivided part or share of her the said
Emily Girardeau, of in and to the said plantation and several negro slaves given
and devised to her, in and by the last will and testament of her late husband
John B. Girardeau and also her estate, right title and interest in and to the
same and every part thereof. It have and to hold the said undivided plan-
tation and negro slaves with the future issue and increase of the females here-
in before mentioned and intended to be hereunto conveyed and assigned unto
the said Peter B. Girardeau and George Taylor and the survivor of them
their executors, administrators and assigns forever in trust, nevertheless
and to and for such uses intents and purposes as a hereinafter is expressed
and declared. And concerning the same that is to say to the only use and be-
nefit of the said Emily Girardeau her heirs executors administrators and assigns un-
till the marriage between her and the said John B. Bellinger shall take
effect and be solemnized and from and immediately after the solemniza-
tion thereof. This upon this special trust and considered that that the said
Peter B. Girardeau and George Taylor their executors and administrators and the
survivor of them do and shall permit and suffer the said John B. Bellinger to
have the occupation enjoyment direction and management of the said negro
slaves and the future issue and increase of the females but so as the same
shall not be in any manner subject or liable to his debts contracts or engagements and
to receive and take profits proceeds and emoluments, nor to advantage of their own
labor or hands during the term of his natural life and in case the said Emily
Girardeau should survive the said John B. Bellinger, then in trust to permit
and suffer the said Emily Girardeau to receive and take the profits, proceeds em-
olument and advantage of the work and labor of the said negro slaves, and the
future issue and increase of the females for and during the term of her natu-
ral life and from and immediately after the death of the survivor of them
the said John B. Bellinger and Emily Girardeau his intended wife then
in trust for all and every the child or children of the said Emily Girardeau
as well daughters as sons share and share alike as tenants in common and
not as joint tenants to them their heirs and assigns forever, and in default of is-
sue then it shall and may be lawfully to abide for the said Emily Girardeau
notwithstanding her coverture and as if she were a feme sole and she is hereby
empowered by any deed or instrument of writing purporting to be her last will
testament duly executed in the presence of two or more credible witnesses to give
and dispose of the aforesaid property and the increase thereof to such person or
persons and in such manner as she may think proper and as the plantation
stands mortgaged to Joseph Bellinger to secure the payment of the
purchase money it is therefore no liable and might be sold for the balance due thereon
or it may be necessary to sell the plantation to effect a division between the said

the will of the said John H. Einarsson, or it may be the wish of the said
Emily Einarsson and the said John P. Bellingher her intended husband to re-
unite the undivided share of the said plantation together. It is the
wish, mutually covenanted and agreed by and between the parties to these
presente that in case of the sale of the said plantation, that the monies ar-
ising therefrom shall be laid out in the purchase of property to be subject to
the aforesaid trusts limitations and conditions contained in these trusts and
lastly, that the said John P. Bellingher shall and will at any time hereafter
upon the reasonable request of the said Peter P. Einarsson and George Thayer
and execute such further and other conveyances in the law as may be ne-
cessary for the better ascertaining and carrying the aforesaid provisions into
full effect as shall be by them or either of them reasonably advised and
required. In witness whereof the parties aforesaid to these presents have
hereunto set their hands and seals dated the day and Year first above writ-
ten and delivered in the presence of us -

John P. Bellingher (S)
Peter P. Einarsson (S)
George Thayer (S)
Sec. Taylor (S)

South Carolina 1816

James P. Eistert 3 Before me personally appeared Peter P. Einarsson the
being duly sworn depose that he was present and saw Emily Einarsson
Bellingher & George Thayer sign seal & as their act & deed deliver
the foregoing indenture and deed of settlement and that this deponent & James
P. Eistert subscribed their names as witnesses to the due execution of the same
on and subscribed this 10th of January 1816

P. J. Moore

Notary Public - Recorded 13th February 1816

This Indenture of Trust made the second day of December in the
fiftieth third year of the reign of our sovereign Lord George the third by the
grace of the united Kingdom of Great Britain and Ireland King of Great
the said and in the year of our Lord one thousand eight hundred and twelve
between Charlotte Eliza Channing of the county of Middlesex
now of beaumont shal in the parish of Saint Mary is born in the same county
single of the first part the Reverend Thomas Pann White of Weymouth of the
the parish of Saint Mary le Bone aforesaid Clerk of Quins College Cambridge
of the second part and John Calcutt White of Pembroke Hall 22 in the third
of Cambridge Esquire and James Duffie of good Street in the county of Middlesex
Esquire of the third part Whereas a Marriage is agreed upon and by the
of almighty God is intended to be solemnized between the said Charlotte Eliza
Channing and Thomas Pann White shortly after the execution of these presents
whereat the said Charlotte Eliza Channing is seized or stands well and sufficient
in fee simple in possession of and to the plantation messuages

Instruments and hereditaments hereinafter mentioned and described and intended to be hereby granted and released with their appurtenances and as well as upon the behalf for the said intended marriage it was agreed between the said Charlotte Eliza Channing and Thomas Pennif White that the plantation messuages Lands Tenements and Hereditaments with their appurtenances should be conveyed by the said Charlotte Eliza Channing and the said John Calcutta White and James Puffer their heirs and assigns to the uses upon the trusts and for the purposes intents and purposes herein the mentioned expressed and declared of and concerning the same Now this Indenture witnesseth that in pursuance of the here before recited agreements and for carrying the same into execution and in consideration of the said intended marriage and also for and in consideration of the sum of One thousand & Four hundred Dollars money to the said Charlotte Eliza Channing in hand paid by the said John Calcutta White and James Puffer immediately before the execution of these presents the receipt whereof is hereby acknowledged by the said Charlotte Eliza Channing with the private consent and approbation of the said Thomas Pennif White her said intended husband testified by his execution of these presents Both granted bargained sold released and confirmed and by these presents Both grant bargain sell release and confirm unto the said John Calcutta White and James Puffer in their actual and sole use and possession to either or a Bargain and Sale to them thereof made by the said Charlotte Eliza Channing in consideration of five shillings by indenture bearing date the day next before the day of the date of these presents for one whole year commencing from the day next before the day of the date of the same Indenture of bargain and sale and by force of statute made for transferring the same into possession unto their heirs etc that plantation situated in the province of South Carolina in North America near the Savannah River comprising one thousand acres of Land with the messuages Tenements Lands hereditaments and the negroes and the property thereunto belonging for the use and enjoyment for ever of the property of John Channing Esquire the father of the said Charlotte Eliza Channing and all manner of Lands Tenements and hereditaments Rights shares and real estates whatsoever of her the said Charlotte Eliza Channing in the Province of South Carolina or elsewhere in North America And the Provision and provisions Remainder and Remainders yearly and other Rights Fees and profits of all and singular the said plantation messuages Lands Tenements Hereditaments and premises hereby granted and released or expressed and intended to be and every part and parcel thereof and all the estate Right Title Interest Use Trust inheritance benefit property claim and demand whatsoever at law and in Equity of her the said Charlotte Eliza Channing of into and out of the said hereditaments and premises and every and any part thereof to have and to hold the said plantation messuages Lands Tenements Hereditaments and all and singular other the premises hereby granted and released or expressed and intended to be and every part and parcel thereof unto her and every

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their appearances unto the said John Calcutt White and James Gifford
 their heirs and assigns to the use of the said Charlotte Eliza Channing her heirs
 and assigns until the said intended marriage between her the said Charlotte
 Eliza Channing and the said Thomas Henry White shall take effect and be
 doff back and set aside and then and immediately after the solemnization
 thereof the use of these the said John Calcutt White and James Gifford their
 heirs and assigns but none thereof upon such trusts powers and covenants and purp-
 ses as shall with under and subject to such powers provisions and agreements as are
 herein after mentioned expressed and declared of and concerning the same that is
 to say before last that that the said John Calcutt White and James Gifford and
 the survivors of them and the heirs or assigns of such survivor shall and do
 out time or times from and after the solemnization of the said intended marriage
 during the lives of the said Charlotte Eliza Channing and Thomas Henry White
 her intended husband and the lives of the survivor of them with the consent of the
 said Charlotte Eliza Channing and Thomas Henry White or the survivor of them
 to be holden by some writing under his her or their hand or hands and of the
 decedent the survivor of them have the proper authority the trusts and to keep
 the lines bound of these presents a book of sale and disposed of the said Charlotte
 Eliza Channing and Thomas Henry White and their heirs and assigns shall be released or otherwise
 of and in respect and intended to be in and paid of and with their
 appearances in the said book of sale or any other to be made or made in the said
 book in one lot or in several lots or parcels with any person or persons who shall
 be willing to become the purchaser or purchasers thereof of any part or parcels
 thereof for the most money and best price of piece that can be reasonably had
 or obtained for the same such money to be so paid at one payment or in
 such instalments and to be secured in the mean time in such manner as the said
 John Calcutt White and James Gifford or the survivor of them or the heirs or
 assigns of such survivor shall think fit and use further Trusts that that the
 said John Calcutt White and James Gifford and the survivors of them
 and the heirs and assigns of such survivor shall and do apply and dispose of
 the money to arise and be produced by or from such sale or sales of the aforesaid
 Real Estates and premises and from the rents issues and profits thereof in the
 mean time upon trust and for such trusts intents and purposes and to
 with under and subject to such powers provisions declarations and agreements as
 herein after mentioned expressed and declared of and concerning the same that is
 to say before last that that in the first place to pay and discharge all such costs
 charges and expences as they or he shall incur or pay or be put to in or
 about such sale or sales or in making out a bill to the said decedent or to the
 said John Calcutt White and James Gifford or the survivor of them or the heirs or
 assigns thereof or otherwise who shall be the purchaser or purchasers thereof or otherwise who
 shall be the trustee hereby in them and him refused and in the next place to pay
 and discharge all such charges and Incumbrances if any

and charged upon or affect the said Endowments and premises hereby man-
drable or appraisable thereof and as to all the residue or surplus of the monies to
arise and be produced from or by such sales or sales as aforesaid after payment
and satisfaction of all such expences charges and Incumbrances as are
herein before mentioned upon Trust that they the said John Calcutta White
and James Luffa and the survivor of them and the executors administrators
and assigns of such survivor do and shall from time to time with the consent
of the said Thomas Penny White and Charlotte Eliza Channing his intended
wife or the survivor of them during their civil lives and the life of the survivor
of them to be testified by some writing under his her or their hand or hands and
after the decease of the survivor of them then in the discretion and of the proper
authorities of them the said John Calcutta White and James Luffa or of the
survivor of them and the executors administrators and assigns of such survivor
invest and do and shall the residue of the monies to arise and be produced from
such sale or sales of the said Endowments and premises as aforesaid in trust
in or upon some of the stocks or Bonds of Great Britain or upon such securities
in or upon the principal of the said stocks Bonds and shall stand and be
payable and interest in the said stocks or residue of the said monies and
the stocks Bonds and securities in or upon which the same shall or may be placed
out or invested when best to be advised and suffered otherwise without and without
or him the said Thomas Penny White and she assigns to receive and take the dividend
interest or income thereof as the same shall arise and become due to and for her
and then to use and benefit during his life and from and immediately after
the decease of the said Thomas Penny White then upon trust to permit and suf-
fer or otherwise authorize and empower the said Charlotte Eliza Channing in
case she shall survive him and her assigns to receive and take the dividend interest
and income thereof as the same shall arise and become due for her own use and benefit
for and during the term of her natural life and from and immediately after
the decease of the survivor of them the said Thomas Penny White and the said
Charlotte Eliza Channing his intended wife upon Trust that they the said
John Calcutta White and James Luffa and the survivor of them and the
executors administrators and assigns of such survivor do and shall assign
transfer pay and make over the said several trust monies and the stocks
Bonds and securities in or upon which the same shall be placed out and
invested and the accumulations thereof if any are to or between and among
all and every or any one or more of the child grand children or other issue
of the said intended marriage between the said Thomas Penny White and
Charlotte Eliza Channing such grand children and issue respectively to be
borne before any such appointment as hereinafter is mentioned shall be
made to them respectively in such manner and form and if more than
one in such parts share and proportions and for such time and with

such limitations or limitations in favour of any one or more of the
 thus of the said children and children and issue respectively and
 either by way of purchase or gift or in trust or for the use of any one or more of them
 and to vest and be paid and paid transferred and assigned at
 such time and times and ages as aforesaid and upon such contingencies and
 on the and subject to such directions and regulations for maintenance
 Education and advancement and such conditions and restrictions as
 the said Thomas Pennypacker and Charlotte Eliza Channing at any time
 or times and from time to time jointly during their joint lives by
 any deed or deeds or instrument or instruments in writing to be signed
 and delivered by them in the presence of two or more credible witnesses
 and attested by the same witnesses shall either absolutely or with a
 power of revocation and re-appointment such re-appointment
 to be in favour of some one or more of the objects of this present provision or
 such persons as are to be or shall be entitled under the Limitations and
 trusts herein after contained and as to such other persons in the same
 events or by or through to be entitled under those limitations and trusts
 jointly direct or appoint a do in default of such direction limita-
 tion and appointment by the said Thomas Pennypacker and
 Charlotte Eliza Channing jointly as aforesaid and from time to time
 subject to such direction limitation or appointment as shall have
 been made by the said Thomas Pennypacker and Charlotte Eliza
 Channing his intended wife jointly as aforesaid and as to such parts
 of the said trust monies stocks funds and securities to which such
 joint direction limitation or appointment shall not extend then as
 to her and concerning the same they or each of them shall divide the whole into two
 equal parts to be divided of and in the said several trust monies
 stocks funds and securities as so much thereof as respects of said shall remain
 unapplied or undistributed by virtue of the joint power of appointment
 herein before contained in case the said Thomas Pennypacker shall
 happen to survive the said Charlotte Eliza Channing his intended
 wife then such parts as he the said Thomas Pennypacker by any deed
 or deeds or instrument or instruments in writing with or without power of
 revocation and re-appointment such re-appointment to be in
 favour of some one or more of the objects of this present provision or of such
 persons as are to be or shall be entitled under the Limitations and trusts
 herein after contained and as to such persons in the same events or
 as they are to be entitled under those limitations and trusts to be
 sealed and delivered by the said Thomas Pennypacker in the
 presence of two or more credible witnesses and to be attested by the
 same witnesses or by his last will and testament in writing, and any

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writing purporting to be his last will and testament or any codicil
or codicils thereto to be respectively signed and published by the said
Thomas Pennypacker White in the presence of and to be attested by the like num-
ber of witnesses shall direct limits or appoint and do for want of such
direction Limitation or appointment by the said Thomas Pennypacker White
and also in the mean time and untill such direction or appointment
shall take effect and from time to time subject to the trusts and Interests
which shall have been directed limited or appointed by the said Thomas Pennypacker
White then when the further trusts and for the ends intents and purposes under
and subject to the clauses of survivorship and limitations over which are hereinafter
expressed declared and contained of and concerning the same that is to say
do to for and concerning as well the same moiety or equal ^{half} part of the said trust
monies stocks funds and securities as also the other remaining moiety or equal
half part thereof in case the said Thomas Pennypacker White shall happen to survive
the said Charlotte Eliza Channing his intended wife Upon trust that they the
said John Calcutt White and James Duffie and the survivor of them and
the executors administrators and assigns of such survivor do and shall pay transfer
and assign the said trust monies stocks funds and securities and also the divi-
dends interest and income thereof which shall become due after the decease of
the survivor of them the said Thomas Pennypacker White and Charlotte Eliza Channing
unto the child or children and if more than one then unto or between and amongst
all the children of the said intended marriage between the said Thomas Pennypacker
White and Charlotte Eliza Channing to be divided between them in more than
one unequal shares and proportions as tenants in common and not as joint
tenants and subject and without prejudice to any such direction or appointmen-
ment as aforesaid to be vested in such of the said children respectively as shall be
a son or sons when and as he and they respectively shall attain his or their age or
respective ages of twenty one years or die under that age having issue living at his
or their death or respective deaths and in such of the said children respectively as
shall be a daughter or daughters when and as she and they respectively shall attain
her or their age or respective ages of twenty one years or day or respective live days of mari-
age which has to each of the same respectively shall first happen and be expen-
dable and paid as soon after the said respective ages or days shall be attained and
also after the death of the survivor of the said Thomas Pennypacker White and Charlotte
Eliza Channing as conveniently may be and upon this further trust that in case
any one or more of the said children of the said intended marriage being a son or
sons shall die under the age of twenty one years without having any issue of his or
their body or respective bodies living at his or their death or respective deaths or
being a daughter or daughters shall die under that age and also before when they
respectively shall have been married then the said John Calcutt White and
James Duffie or the survivor of them or the executors administrators or assigns of such

survivor do and shall purchase and transfer the original share or shares
 of the said trust money stocks funds and securities under the trusts hereinafter
 contained shall belong to the child or children respectively who shall die as aforesaid
 and also the share or shares several and respective parts or shares
 and in the same trust money stocks funds and securities which from time to time
 shall belong to or be taken by the same child or children respectively according as
 aforesaid under this present bequest and be the accumulations & benefit of the
 interest income and dividends arising from the share or shares of the said stocks
 funds respectively as do or shall the other or others of the same
 children to be brought divided between among the same children in more than
 one share and share with the children in common and not as joint tenants and
 this her or their executors administrators and assigns to be vested in the respec-
 tive ages hereinafter mentioned respectively the original share or
 shares of the same child or children as to be payable and paid at the time or times
 and as to the time or times before appointed for the payment of the said original
 share or shares or as soon after the death of each of the said child dying as aforesaid
 as may be. And in case there shall be the youngest child of the said inter-
 est surviving or no child who being or who shall attain the age of twenty one years
 or die under that age being or who shall die under the age of twenty one years
 shall attain that age or be married any of the said Charlotte Eliza Channing shall
 happen to die in the life time of the said Thomas Penn White then and
 immediately after the decease of the said Thomas Penn White before that time
 first that the said Penn White and James Lippa and the sur-
 vivor of them and the executors administrators and assigns of such survivor do and
 shall just transfer and deliver the said trust money stocks funds and securities
 and all the accumulations thereof if any during the minority of any child or chil-
 dren dying as aforesaid unto such person or persons and in such parts shares and
 proportions and at such time or times and in such manner and subject to such
 conditions restrictions and contingencies as she the said Charlotte Eliza Channing
 notwithstanding her will intended contained or by her last will and last man-
 writing or any writing purporting to be or to be in the nature of her last will and
 testament or any bequest or bequests then to be respectively signed and pub-
 lish by her in the presence of and to be attested by two or more credible witnesses
 direct limit or appoint and for want of such direction limitation or appointment
 of the said Charlotte Eliza Channing shall also in the mean time and until such
 direction or appointment shall take effect and from time to time subject to
 the trusts and interests which shall have been directed limited or appointed
 by the said Charlotte Eliza Channing in trust as to her and concerning the
 which part of the said trust money stocks funds and securities the accu-
 mulations thereof if any for the absolute use benefit and disposal of the said
 Thomas Penn White her said intended husband his executors administrators

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and assigns and as to ~~work~~ for and concerning the unaining two third
parts of the said trust funds stocks funds and securities and the accumulation
thereof and In trust for the person or persons who at the death of the survivor of
them the said Thomas Pennyp White and Charlotte Eliza Channing shall
be of the third and in him to her the said Charlotte Eliza Channing and
whichever of them shall be alive at his or her own right or in right of his or her or their Representatives
would be entitled to the same under the Statutes for the distribution of the Effects of
Intestate in case the said Charlotte Eliza Channing shall die intestate and un-
married and if there shall be more than one such person then to be divided between
them in such parts shares and proportions as they would be entitled to the same
under the same Statutes & in case the said Charlotte Eliza Channing shall
survive the said Thomas Pennyp White her said intended husband
having any child or children by him then living then as to for and concern-
ing one moiety or equal half part the whole into two equal parts to be
divided of and for the said trust monies stocks funds and securities In
trust for her the said Charlotte Eliza Channing her executor administrator
trusts and assigns and to be immediately so transferred and assigned to
her or them according as hereunto for and concerning the unaining moi-
ety or equal half part of said trust monies stocks funds and securities
In trust for the benefit of all and every the child and children if more
than one of the said Charlotte Eliza Channing as well by the said Thomas
Pennyp White as after taken his bands in such parts shares and propor-
tions manner and form and with such benefit of survivorship as is hereinafter
directed with respect to the said Capital sums settled for the benefit of the
issue of the said intended marriage in default of appointment of the said
Thomas Pennyp White unto Charlotte Eliza Channing in pursuance of the power
herein before for that purpose given them and of the said Charlotte Eliza
Channing which happen to survive the said Thomas Pennyp White and if
default or failure of issue of the said Charlotte Eliza Channing by this
power intended marriage then the said last mentioned moiety or equal half
part of the said trust monies stocks funds and securities respectively shall also be
In trust for her the said Charlotte Eliza Channing her executor administrator and
assigns and shall be immediately so transferred and assigned to her and them accor-
dingly and it is hereby further declared and agreed of and between the said
parties hereto that in the mean time and until such sale or sales shall take place
as aforesaid that the said John Calcutta White and James Duff and the sur-
vivor of them his her executors administrators and assigns shall pay apply and dis-
burse of the rents issues profits and proceeds of the said plantations meadows
lands tenements Hereditaments and premises so vested in trust to be sold as afo-
resaid unto the person or persons respectively who under the trusts hereinafter con-
tained would do for the time being and from time to time be entitled to the divi-

is or are hereby directed to be paid assigned and transferred And it is hereby
expressly declared and agreed by and between the said parties to these presents
that the person or persons who shall become the purchaser or purchasers of all or any
part of the said plantation messuages Lands Tenements Hereditaments and premises
shall not be obliged or required to see to the application of his or their purchase
money or any part thereof or be answerable or accountable for the misapplication or
misapplication of the same purchase money or any part thereof and that all
note receipt and receipt which shall be given for the said purchase ^{money} or
any part thereof either by the said John Calcutta White and James Dupper
or either of them or by the survivor of them or by the heirs executors or adminis-
trators of such survivor or by any person or persons acting under them or any
or either of them or under their name or either of them or their authority shall be a
good valid and sufficient acquittance and discharge or several or do valid
and sufficient acquittances and discharges for all and every sum and sums
of money which shall be therein or there by acknowledged or supposed to be due
have been received and the said Charlotte Eliza Channing for herself her heirs
executors and administrators do hereby covenant promise and agree to and
with the said John Calcutta White and James Dupper their heirs and assigns
in manner following that is to say that all and every the said plantation mes-
suages Lands Tenements Hereditaments and premises hereby released or otherwise abandoned
or supposed and intended to be and conveyed and passed thereof with their and
consent of their acquittances shall and must from time to time and at all times
herein and after the solemnization of the said intended marriage remain con-
tinue and to be vested in the said John Calcutta White and James Dupper
their heirs and assigns upon the trusts for the intents and purposes and by
with under and subject to the powers declarations and agreements herein
before mentioned expressed and declared of and concerning the same and shall
and may be peacefully and quietly had held and enjoyed sold and disposed of
acquiring by without any let suit trouble molesting interruption or disturbance
of them or by the said Charlotte Eliza Channing or her heirs or by any person or
persons lawfully claiming a title or claim by them through or under her or them or any
of them and that for and clear and fully and clearly acquitted released and dis-
charged or otherwise by the said Charlotte Eliza Channing her heirs executors and
administrators or some or one of them well and sufficiently saved defended kept
harmless indemnified of them and against all and all manner of former and
other gifts grants bargains sales leases mortgages mortgages Tenements and all rights
and title of Power Uses Trusts wills Intests Statutes recognizances judgments
executions letters charge annuities Legacies Patents Portions Debts sums of
Money out payments Fines Penalties and Re. entries and cause and causes of
forfeiture and recovery and from and against all and singular other estates titles
troubles charges and incumbrances whatsoever had made done committed or

suffered by the said ^{deceased} Charlotte Eliza Channing or her heirs or by any
 person or persons lawfully claiming or to claim by her through or under
 her or them or any of them save and except such charges and incumbrances
 (if any) as now affect the said indentments and premises or any part thereof
 And moreover that she the said Charlotte Eliza Channing and her heirs and
 all and every person and persons having or lawfully or equitably claiming
 or who shall or may have or lawfully or equitably claim any estate right
 title interest share or out of the said plantation the said lands tenements
 hereditaments and premises have released or otherwise conveyed or expected
 and intended so to be named shall thereof by her through or under her or
 them shall and will from time to time and at all or any times from
 and after the solemnization of the said intended marriage perform and make
 request of the said John Calcutta White and James Duffie or the survivor
 of them or the heirs and assigns of such survivor make and execute and
 procure to be made done and executed all and every such further and other
 lawful and reasonable acts deeds matters and things which conveniences and
 assurances in the law whatsoever for the further better and more effectually
 to give a passing and confirming the said plantation lands hereditaments
 hereditaments and premises hereby devised or otherwise devised or expected
 and intended so to be and every part and parcel thereof with their lands
 and appurtenances with and to the use of them the said John
 Calcutta White and James Duffie their heirs and assigns for ever upon
 the trusts hereunto for the ends intents and purposes hereby with and
 subject to the powers declarations and agreements herein before mentioned
 expressed and declared of and concerning the same or such of them as shall
 be then existing and capable of being effectual in the better execution
 concerning them the said John Calcutta White and James Duffie and the
 survivor of them and the heirs and assigns of such survivor to execute and perform
 the several trusts hereby imposed in them as aforesaid according to the true intent
 and meaning of these presents as by them or any or either of them or their or any or
 either of their Counsel in the law shall be reasonably devised or advised and
 required provided always and it is here further declared and agreed by and
 between the said parties to these presents that it shall and may be lawful for
 for the said John Calcutta White and James Duffie and the survivor of them
 and the executors admors and assigns of such survivor in the meantime after
 the solemnization of the said intended marriage until the trusts here in
 declared shall be fully executed and performed and from time to time to
 receive the lives of the said Thomas Perry White and Charlotte Eliza
 Channing his intended wife and the life of the survivor of them with
 the amount of the said Thomas Perry White and Charlotte Eliza
 Channing's intended wife or the survivor of them to be testified by some

writing, under his her or their Hand or Hands to sell and dispose of the aforesaid
Treasuries stocks funds and securities or any part thereof respectively as well as
any part or parts of the stocks funds and securities which shall from time to time
be purchased or acquired by such sale and to lay out and invest the money
there arising either in the purchase of any freehold leasehold Land Tenements or
Hereditaments in fee simple in possession or copyhold Lands or Inheritance in
possession free from incumbrances except fee farm and quitrents and copyhold
rents and services to be situate in that part of great Britain called England or
in Wales or both or otherwise in or upon government or other public stocks funds
or securities or upon real securities at interest in the names or name of them the
said John Calcutta White and James Duffie or of the survivor of them
or the executor administrator or assigns of such survivor and from time to
time with the like consent and approbation to make sale and dispose of
such leasehold Tenements or Hereditaments and such stocks funds
or securities or any part or parts thereof respectively as well as those which may
be substituted in lieu thereof or any part thereof respectively and to lay out
and invest the money there arising in the manner aforesaid and to from
time to time as often as shall be thought by prudent provided always and it is
implied further declared and agreed by and between the parties to these presents
that in case the said John Calcutta White and James Duffie or any trustee or
trustees to be appointed under this present provision in their or any of their
places shall depart this life or be desirous of being discharged of and from the aforesaid
said trusts or go to reside beyond seas or shall refuse or become incapable
to act in the said trusts before the said trusts shall be fully executed and perform-
ance then and in that case and as soon and as often as the same shall happen it
shall and may be lawfully to quit for the said Thomas James White and Charlotte
Channing his intended wife or the survivor of them or the executor
or admors of the survivor of them or in case of his her or their default for six calendar
months after the one or their shall be therein requested by the acting trustee for the
time being or the last acting trustee under this settlement or the executor or administra-
tor of such last acting trustee or in case there shall not be any such executor or admin-
istrator of the survivor of them the said Thomas James White and Charlotte Eliza
Channing his intended wife then to and for the acting trustee for the time being
or the last acting trustee or the executor or admors of the last acting trustee to ap-
point any fit person or persons to supply the place of the trustee or trustees respec-
tively so dying desiring to be discharged or going to reside beyond the seas or refus-
ing or neglecting or becoming incapable to act as aforesaid and that immedi-
ately after every such appointment the said trust estates monies and effects
which under and by virtue of these presents shall or may have been vested in
the trustee or trustees so dying desiring to be discharged or going to reside beyond
seas or refusing or neglecting or becoming incapable to act as aforesaid and

shall then be subject to the trusts of these presents shall be conveyed
 assigned and transferred so and in such manner that the same may
 vest in such new trustee or trustees jointly with the surviving or continuing
 trustee or trustees as the case shall require and in his or their heirs executors
 administrators and assigns upon the trusts hereinbefore expressed and de-
 -clared of and concerning the same and that any such new trustee either
 before or after such conveyance shall be made or executed shall have and
 may exercise the same powers privileges and authorities of appointment and
 -sent disclaim and of giving effect to receipts, main, wages, advances and
 and education and all the powers and authorities that ever as if he had
 been appointed a trustee by these presents and as if his name had been in-
 -serted in these presents instead of the name of the trustee hereby appointed
 in or to whose place such new trustee respectively shall come to succeed be-
 -vided and it is hereby declared by and agreed by and between all the
 parties to these presents that the said trustees hereby nominated and appoin-
 -ted and the trustees to be appointed by virtue of the proviso last hereunto
 contained and each of them and their heirs executors administrators and assigns
 of them and each of them shall be charged and chargeable only for such
 monies as the said trustees respectively shall actually receive by virtue of
 the trusts hereby imposed in him and them or trust standing in his or their or
 any of their joint or joint and several in giving or signing any receipt or
 receipts for the moneys of or for the said estate or for the said estate shall not be
 answerable or accountable for the acts or omissions of them for the acts, receipts, neglects
 or defaults of the other or others of them but each and every of them only and respec-
 -tively for his own acts receipts neglects or defaults respectively and that they or any
 of them shall not be answerable or accountable for any Banker Tradesman Broker
 Agent solicitor or other person or persons with whom or whose hands any part of the
 said trust monies shall or may be paid confided deposited or lodged either in the
 course of the sale of the said estate or other such sale or safe custody or otherwise in
 the execution of the trusts hereinbefore contained and that they or any of them shall not
 be answerable or accountable for any loss or damage which may happen in any way
 whatever in or about the sale or disposal of the said estate or the securities to be
 accepted in payment for the same nor for any neglect or default of the same estate
 or to call in the same securities nor in any way relating thereto (except the true
 intent and meaning of these presents and the said trustees expressly accepting
 the said trust on condition that that the said trustees shall not in any case whether
 being joint or chargeable receipt for an actual misapplication of monies which
 shall have actually come to their respective hands and as to such monies which shall
 so come to their hands they shall not be answerable or accountable for the rise or
 fall in the price or value of stocks nor for the insufficiency or deficiency in title
 or want of any security or securities stocks or funds in or upon which the said trust

names or any part thereof shall be placed out or insisted nor for any other mis-
fortune loss or damage which may happen in the execution of the aforesaid trusts
or in relation thereto they shall the one of them be in any manner answerable or
accountable for the other of them or for the acts neglects or defaults of the other of
them and also that it shall and may be lawful to and for the said trustees
in their presents named and such future trustee or trustees to be appointed
as aforesaid and every or any of them their and every of their heirs Executors ad-
ministrators and assigns to and out of the monies which shall come to their
respective hands in virtue of the trusts aforesaid to deduct retain and reimburse
to and for himself and themselves respectively and also to allow to his and their co-
trustees and co-trustees all costs charges damages expenses and fees to counsel and
other which they or any of them shall or may suffer sustain expend disburse lay
out be at or be put into in or about the execution of the aforesaid trusts or in rela-
tion thereto such also to settle adjust and allow the accounts of any trustee or
trustees who shall depart this life or be desirous of being discharged of and from
the aforesaid trusts or shall go to reside beyond the seas or shall neglect or refuse
or become incapable to act in the said trusts and in whose place or stead a new
trustee or trustees shall be appointed and also to receive and give discharges for the
monies which shall appear to be the balance of the same accounts without any re-
sponsibility in the person or persons paying the same monies to see the application
thereof or be answerable or accountable for the misapplication or non application
of the same and lastly for the further and better confirming and corroborating these
presents and the lease for a year hereinbefore mentioned and every clause matter
and thing here in and in the said lease for a year respectively continue to them
the said Charlotte Eliza Channing and Thomas Penny White do hereby res-
pectively withire constitute and appoint Thomas Parker and John Moncrieff
both of Charleston in North America Esquires or at or and each of them to be their joint
and several attorneys and attorney of them the said Charlotte Eliza Channing and
Thomas Penny White and each of them for the purpose of appearing before all Justices
Deputy Registrars and other officers in South Carolina and their to acknowledge the
hand and seal of her the said Charlotte Eliza Channing to the said Lease for
the same a year subscribed and affixed to be the hand and seal of her the said
Charlotte Eliza Channing and for the due execution thereof as to act and deed
and that the same was duly signed sealed and delivered by her and also to acknow-
ledge the hand and seal of them the said Charlotte Eliza Channing and Thomas
Penny White herewith subscribed and affixed respectively to be the respective hand
and seal of them the said Charlotte Eliza Channing and Thomas Penny
White and of their ^{due} execution of these presents as their respective acts and deeds
and that the same were duly signed sealed and delivered by them respectively and
to do all other law full and requisite acts deeds matters and things whatsoever
which shall be ^{necessary} for the due acknowledging for registering and recording

the said lease for Year and these presents and unduring the same as per-
-hich most valid and effectual according to the law usages and customs ob-
-served and now in force in South Carolina aforesaid. In Witness whereof the
said parties to these presents have hereunto set their hands and seals the day
and year first above written

Charlotte C. Channing *LD*

This Indenture made the first day of December in the fifth third
Year of the Reign of our Sovereign Lord George the third by the grace of God of the
United Kingdom of Great Britain and Ireland King Defender of the Faith
And in the year of our Lord one thousand eight hundred and twelve Between ~~Them~~
both Eliza Channing late of Shires in the county of Middlesex late now of
Dorchester in the parish of Saint Mary is born in the same county spinster
of the one part and John Calcutta White of the said Hall in the university
of Cambridge Esquire and James Duffie Esquire of the county of
Middlesex paper hangers of the other part Witnesseth that she the said Eliza
Channing for and in consideration of the sum of five shillings
in hand paid to the said John Calcutta White and James Duffie at or
immediately before the signing and delivery of these presents the receipt whereof is
hereby acknowledged both bargain and sold and is these presents doth
grant and sell unto the said John Calcutta White and James Duffie their
executors administrators and assigns all that plantation situated in the Province
of South Carolina in North America near the Savannah River comprising one
thousand acres of land with the meadows tenements Lands Hereditaments and all
the negroes and other property thereto belonging together with fields and outgoings
namely the property of Eliza Channing Borne the father of the said Charlotte
Eliza Channing and Margaret of Lands tenements and Hereditaments near
thousand real estate of whatsoever of her the said Charlotte Eliza Channing
in the Province of South Carolina aforesaid in North America and the messuages
and messuages remainders and remainders yearly and other rents issues and pro-
fits of all and singular the said plantations meadows Lands tenements heredi-
taments and premises hereby bargain and sold or expected and intended so
to be and every part and parcel thereof to have and to hold the said plan-
tation meadows Lands tenements Hereditaments and all and singular other the
premises hereby granted and sold or expected and intended so to be and

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every part and parcel thereof with their and every of their appurtenances
unto the said John Calcutta White and James Duffie their executors ad-
ministrators and assigns from the day next before the day of the date of these pre-
sents for and during and unto the full end and term of whole year from thence
not ensuing and fully to be completed and ended, yielding and paying therefor
unto the said Charlotte Eliza Channing her heirs or assigns the ~~sum~~ ^{sum} of five
can ~~pay~~ ^{pay} as the ^{last} day of the said term if the same shall be lawfully de-
manded. To the intent and purpose that by virtue of these presents and by force of
the statute made for transcribing uses in the herein that the said John Calcutta
White and James Duffie may be in the actual possession of all and singular the
said premises herof bargained and sold and be thereby enabled to accept and take
a good and release of the same and in full discharge thereof to him his heirs and
assigns to such uses and purposes such trusts and to and for such ends intents and pur-
poses as are mentioned and expressed in and by a certain Indenture of release of these
parts already prepared and intended to bear date the day next after the day of
the date of these presents and made between the said Charlotte Eliza Channing
of the first part, The Reverend Thomas Panny White of Wymouth that in the parish
of Saint Mary le Bone a Jesuit Clerk Fellow of Queens College Cambridge of the second
part and the said John Calcutta White and James Duffie of the third part. In
witness whereof the said parties to these presents have hereunto set their hands and seals
the day and year first above written. Charlotte Eliza Channing ES

Signed sealed and delivered by the within named Charlotte Eliza Channing being
first duly stamp'd in the presence of Nicholas 12 Esqy that stand together
Charles May same place

James Duffie to wit Francis Hudson Esqy that stand in the count of Middlesex
solicitor and Charles May of the same place together severally make oath and say and
first this deponent Charles May for himself saith that he together with William
Nicholson Esqy that of a said gentleman was present and did see Charlotte Eliza
Channing sign the party to the Indenture or lease for a year hereunto annexed named
sign seal and as and for her act and deed deliver the said Indenture or lease for a
year to and for the uses and purposes therein mentioned and that in testimony of the
due execution of the said Indenture or lease for a year by the said Charlotte Eliza Cha-
ning as aforesaid he this deponent saw that said William Nicholson did severally
subscribe their names thereto as thereby appears and that this deponent Charles May for
himself also saith that he was present and did see together with the said Will-
iam Nicholson the said Charlotte Eliza Channing sign the and the Reverend Thomas
Panny White Clerk two of the parties named in the Indenture or deed of release
and conveyed hereto annexed severally sign seal and for their seal and after-
time act and deed deliver the said Indenture or deed of release and conveyed to and
for the several uses and purposes therein mentioned and that in testimony of the due ex-
ecution of the said Indenture or deed of release and conveyed by the said Charlotte

Eliza Channing and Thomas Long White as aforesaid he this deponent and the said William Nicholson did mutually subscribe their names thereto as they do appear. And this deponent Francis Chadgate for himself saith that he this deponent together with the said William Nicholson was present and did see James Luffa one of the parties named in the said indenture a deed of release with covenance mutually assigned signed and assented for his part and did deliver the said indenture or deed of release to and for the use and purposes therein mentioned and this deponent also saith that he was present and did see John Kestell White Esquire and the party named in the said indenture or deed of release sign and assent and for his part did deliver the said indenture or deed of release and covenants thereto annexed to and for the use and purposes therein mentioned. And that in testimony of the true execution of the said indenture or deed of release and covenants by the said James Luffa as aforesaid. He this deponent and the said William Nicholson did mutually subscribe their names thereto as they do appear. And that in testimony of the execution of the said Eliza Channing White Esquire he this deponent did subscribe his name thereto as they do appear. — Chas. W. Francis Chadgate

Shewn at the mansion house London by the deponent Charles May the 15th day of June 1815 Before me Charles Rich Esquire — Shewn at the Mansion House London this 3rd day of August 1815 by the deponent Francis Chadgate Before me Charles Rich Esquire. I do hereby certify that the presents shall come to Charles Rich Esquire of the City of London Esquire one of the Justices made and passed in the fifth year of the reign of His late Majesty King George the second intituled an act for the more easy recovery of debts in His Majesty's plantations and colonies in America. Whereas on the 15th day of June last and on the day of the day thereof personally came and appeared before me Francis Chadgate and Charles May the deponents named in the affidavit hereto annexed ^{being} persons well known and of good credit and by solemn oath which the said deponents then took before me upon the holy Evangelists of almighty God did solemnly and sincerely declare testify and depose to be true the several matters and things mentioned and contained in the said annexed Affidavit In Faith and Testimony whereof the said Lord Mayor have caused the seals of the City of London to be hereunto put and affixed and the Indenture or lease for a year and the Indenture or deed of release and covenants mentioned and referred to in and by the said affidavit to be hereunto also annexed. Dated in London the third day of August in the year of our Lord one thousand eight hundred and fifteen.

Witness my hand (Seal)
Recorded 6th March 1816 —

State of Virginia

This Indenture of three parts made this twenty first day of December in the present year of our Lord one thousand eight hundred and fifteen Between Robert

Eliza Channing
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Daniel
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Petigree of the city of Savannah in the state of Georgia aforesaid attorney at Law of
 the said part Eliza E. Mangin of the state of South Carolina of the second part and
 Daniel William Mangin & John Shellman of the third part witnesseth that whereas the
 said Eliza E. Mangin is seized and possessed of a considerable real and personal
 estate derived under the will of her late father William Mangin deceased late
 of the said state of South Carolina and otherwise and whereas a Marriage by Gods
 permission is shortly intended to be had and solemnized between the said Robert
 H. Petigree and the said Eliza E. Mangin upon the contract of which Marriage it
 has been agreed with the consent and approbation of the said Robert H. Petigree
 testified by his being a party to these presents signing and sealing the same that
 the said Eliza E. Mangin shall settle a fund and convey her said property real
 and personal, and all property which she may acquire whether by purchase or de-
 scent upon the trusts limitations and conditions hereinafter expressed in case the said mar-
 riage shall take effect Now this Indenture witnesseth that the said Eliza E. Mangin
 for and in consideration of the sum of Five dollars her in hand well and truly
 paid at and before the sealing and delivery of these presents by the said Daniel
 William Mangin and John Shellman aforesaid the receipt whereof is here by ad-
 mitted and she the said Eliza E. Mangin has given granted sold conveyed and confirmed
 and doth by these presents doth give grant sell convey and confirm unto the said Daniel
 William Mangin and John Shellman and to the survivor or survivors of them and
 to the executors, Executors administrators or administrators of such survivor or survivors all
 her lands tenements and hereditaments whatsoever situate lying or being and also
 all her personal Estate, slaves debts monies securities, goods and chattels of
 what nature or kind soever to have and to hold the estates real and personal and
 the said Daniel William Mangin and John Shellman and to the survivor of
 them and to the executors and administrators executor or administrator of the survivor to
 and for the following uses trusts intents and purposes that is to say to and for the
 use of the said Eliza E. Mangin in life her said intended marriage shall have been solemnized
 as aforesaid and from and after the solemnization of the said intended marriage then in
 trust under the restrictions and limitations hereinafter mentioning and declared of and
 concerning the same and for no other use intent or purpose whatsoever that is to say in trust
 to and for the joint use of the said Robert H. Petigree and the said Eliza E. Mangin during their
 joint lives to be a full time freed and exonerated from any debt or debt to which the said Robert
 H. Petigree has now or may hereafter contract and in no wise ^{to be a support} liable for the same
 And should the said Eliza E. Mangin survive the said Robert H. Petigree then and in that
 case from and after the death of the death of the said Robert H. Petigree to and for
 the use of the said Eliza E. Mangin and such child or children as may be living at her death
 begotten by him in the body of the said Eliza E. Mangin and from and after the death of
 the said Eliza E. Mangin then in trust to and for the heirs of the body of the said
 Eliza E. Mangin then living and assigns for ever It being however expressly understood between
 the parties to these presents that the said Eliza E. Mangin shall at all times have the power of

of disposing by will of the said lands or of any future property which she may acquire to any person or persons she may think proper lands the said Robert H. Pettigrew for him his heirs and assigns, doth covenant promise and agree to and with the said Daniel William Mangin & John Shillman and the survivors of them and with the executors and administrators of the survivor that he the said Robert H. Pettigrew will not ever requested may and execute any other or further instrument of writing for the more effectually securing and conveying the property aforesaid to the said Daniel William Mangin and it is further understood between the parties to these presents that in case the said Eliza E. Mangin should be desirous hereafter to sell and to dispose any part of her real & personal property, and to invest the proceeds of such sale in other property upon the like trusts conditions & limitations that she shall be at liberty with the consent or approbation of the said Daniel William Mangin & John Shillman or the survivors of them or the executors or administrators of any survivor or to make such sale transfer & disposition upon the same trusts conditions and limitations aforesaid In witness whereof the parties to these presents have hereunto set their hands and seals at the City of Savannah in the State of Georgia aforesaid the day and year first above written

Teste Each of them delivered in presence of

John D. Mangin

Geo Schley Not Pub.

Robert H. Pettigrew (19)

Chris Edw. Mangin (19)

Saml W. Mangin (19)

J. Shillman (19)

Recorded 20th March 1816

South Carolina } This Indenture Sheweth made the thirtieth day of January
Barnwell District } in the Year four hundred and eight hundred and eight
Between Daniel Brown of Barnwell District & State of South Carolina Minister
of the Gospel of the first part Harriet Packer of the same place Minister of the second
part Francis J. Packer Physician of St. Peter Spanish District of Barnwell & State
aforesaid of the third part Witnesseth that whereas a marriage by Free promise
is shortly intended to be had and solemnized between the said Daniel Brown
Harriet Packer and the said Harriet Packer is at the time of the execution of these
presents entitled by distribution to accertain proportion or share of an undivided tract
of land near Wmmsborough in said State being the real estate of the late Father
Packer deceased also of another undivided tract of lands in the parish of St. Paul
parish of the State aforesaid being a part of the real estate of the late
William Young and also the following negro Slaves viz. Jacob. Geo. Nino
Juldy. Molyday. Anna, Cain & Amy. Not known that the said Harriet
Packer for and in consideration of the said intended marriage, and by and with
the advice and consent of the said Daniel Brown her said intended husband
signified by his living party hereunto and signing and sealing these presents and
for and in consideration of the sum of one dollar to her in hand paid by the said
Francis J. Packer the receipt whereof is hereby acknowledged she the said Harriet
Packer hath granted bargained sold Released and by these presents doth

grant bargain sell release & convey to the said Francis J. Parker his executors and administrators the before mentioned distributive share of the two said tracts of Land and a paid eight negroes Jacob, Ed, Neco, Andy, Monday, Phoebe, Cain & Mary with the increase of the females Upon this special trust & confidence nevertheless unto and to the several uses intents & purposes herein after to be expressed & declared of and concerning the same? That is to say, In trust to permit Daniel, suffer the said Daniel Brown & Harriet Parker from and immediately after the solemnization of the said intended marriage to take into their possession and to have holden occupy & enjoy the said land and negroes with the increase of the females during the joint lives of them the said Daniel Brown & Harriet Parker and of some and in and directly after the death of the said Daniel Brown or Harriet Parker which second shall first happen then in trust to permit and suffer the survivor to have holden occupy possess and enjoy the said land and negroes with the increase of the females during his or her natural life and from and immediately after the death of such survivor in trust for the use benefit and behoof of the child or children of the said intended marriage if more than one share and share alike and if only one to that one a whole & further more it is the true intent and meaning of these presents and of the parties hereto that in default of such issue of the said intended marriage in the event of the said Daniel Brown becoming the survivor that the said distributive share of the said two tracts of Land & eight negroes a fore said after his death shall revert to and become the property of the brother & sisters of the said Harriet Parker and if either of them her brother or sisters should be dead having left a child or children such child or children to receive the share or proportion of the her or their father or mother and also if should be dead of infirmity after in order to make a more easy and equal distribution of the said two tracts of Land to sell and dispose of the same the money arising from such sale shall be laid out in negroes and stock which negroes and stock so purchased shall be taken as part and parcel of these presents and subject to the same trusts limitations and conditions as are herein expressed and declared of and concerning the same and lastly it is agreed by and between the said parties that the said Harriet Parker his executors or administrators either or each of them shall only be liable for their respective and that the charges in the law of any matter or thing now pending or to be carried into effect the interest of these presents shall be defrayed out of the proceeds of said land & negroes & that the said parties have hereunto set their hands and seals the day & date first above written - Daniel Brown (L.S.) Harriet A. Brown (L.S.) Francis J. Parker (L.S.) Signed sealed & Delivered in the presence of the words "after his death" between the twenty eighth & twenty ninth lines between first & second line - In consequence of the within article not being drawn upon the day of marriage which was on the 25th it was not signed until this day & to which marriage the undersigned were intrusted Land & Robert - Jacob & Mary South Carolina } Personally appeared before me
 Camille Disbrow } one of the witnesses to the within Marriage Settlement
 was present and saw Daniel Brown Harriet Parker

Sign seal and deliver the foregoing instrument of writing and that they
 then with ^{subscribed their names as witnesses to the date}
 execution of the same known to be on this day of 1816
 Recorded this 19th Feb^y 1816

State of South Carolina

This Indenture his partible made the twenty third day of March
 in the Year of our Lord one thousand eight hundred and Sixteen Between Maria
 Gay of St Pauls Parish of the one part and Henry Smith of St. Georges Parish of
 the second part and Jeremiah Miles of St. Pauls Parish of the third part, Whereas
 Marriage by Gods permission is shortly intended to be had and solemnized between
 the said Henry Smith and Maria Gay and whereas the said Maria Gay at the
 time of executing these presents stands seised of the negro slaves hereinafter named and
 intended to be lawfully purchased bargained conveyed and sold, and whereas upon
 the treaty of the said Marriage it hath been and is agreed between the said Henry
 Smith and Maria Gay that the said negro slaves of her the said Maria Gay
 should be by her private bargain and sold unto the said Jeremiah
 Miles his executors administrators and assigns to for and upon the several
 and subjects to the saids intents and purposes in such manner as hereinafter is
 mentioned limited expressed and declared of and concerning the same Now this
 Indenture witnesseth that in pursuance of the said recited agreement and con-
 sideration of the said intended Marriage and also in full consideration of the
 sum of one dollar to be in hand paid the said Maria Gay well and lawfully paid by the
 said Jeremiah Miles and before the sealing and delivery of these presents there-
 in declared which acknowledged and for divers other good causes and considera-
 tions her thereto especially moving she the said Maria Gay by and with the
 knowledge privy and consent of the said Henry Smith her intended husband
 and his full power hereby a party to and signing sealing these presents who
 he doth in consideration of the said intended marriage hath granted bargained sold
 assigned transferred and delivered and by these presents doth grant bargain sell
 assign transfer and deliver unto the said Jeremiah Miles his executors administrators
 and assigns forever the following negro slaves to wit Mary Silvia Kelly, Peggy, Jane
 Mary, (Col), Nelly, Camilla, Sanchez, Isaac, Phillis, Frank, Frederick, (Col),
 Binah, Harri, Samy, Harri, William and Maria Maria Amaretta James, (Col)
 Nancy, and her children Peggy, Liza and Sally to have and to hold the said neg-
 ro slaves Silvia Kelly, Peggy, Nelly, Mary, (Col), Nelly, Camilla, Sanchez, Isaac, Phillis,
 Frank, Frederick, Binah, Harri, Samy, Harri, William, Jack, Maria Maria
 Amaretta, Beck, Nancy and her children Peggy, Liza and Sally and the pro-
 portion and measure of the females of them unto the said Jeremiah Miles his ex-
 ecutors administrators and assigns for ever In trust nevertheless and to and for the use
 intents and purposes and with and under the limitations and assignments there-
 in mentioned expressed and declared of and concerning the same that shall

as for and concerning the said negro slaves Sally Silvia, baby Peggy, Young Sally, baby
 Nelly, Canilla Sniche, Isaac Phillis, Frank, Frederick, Henry, Binah, Harri, Harry,
 William, Joe, Pellana, Naron, amaritta and Tomer. In trust to and for the
 use benefit and behoof of the said Maria Day and Henry Smith during their joint
 lives and that the said Amariah Miles his executors administrators and assigns
 and assigns will permit and suffer the said Maria Day & Henry
 Smith during the said term to have the occupation use and enjoyment of the said
 negro slaves and to have take and receive the profits and moneys arising from their
 work and labour for the maintenance and support of the said Maria Day and
 Henry Smith without being subject or liable in any manner whatsoever to the debts
 contracts or engagements of the said Henry Smith and from and after the death
 of the said Henry Smith should be due to the said Maria Day then in trust
 for the sole use benefit and behoof of the said Maria Day her executors administrators
 and assigns for ever. But should it so happen that the said Maria Day should
 die before the said Henry Smith leaving issue of her body by the said Henry Smith
 together then in trust to and for the use benefit and behoof of the said Henry
 Smith for and during the term of his natural life and that the said Amariah
 Miles his executors administrators and assigns do and shall during the life of him
 the said Henry Smith well study to permit and suffer the said Henry Smith to have
 the occupation use and enjoyment of the said negro slaves and to have take and receive
 the profits and moneys arising from their work and labour to his own use and from and af-
 ter the death of the said Henry Smith then in trust to and for the use benefit and
 behoof of such child or children of the said Henry Smith and Maria Day as shall be living
 at the time of the death of the said Henry Smith his her or their executors administrators
 and assigns for ever. But should the said Maria Day die before the said Henry Smith
 leaving issue by the said Henry Smith together, or having left such issue and all such
 issue shall have died during the life time of the said Henry Smith then in trust to and for
 the use benefit and behoof of the said Henry Smith his executors administrators and assigns
 for ever and for and concerning the other negro slaves Joe, Nancy, and her children
 Peggy, Ee and Sally, and their future issue and increase in trust to and for the sole
 private and peculiar use benefit and behoof of the said Maria Day her executors admi-
 nistrators and assigns for ever without being in any manner subject or liable to the debts
 contracts or engagements of her said intended husband the said Henry Smith and that
 the said Negro slaves Joe, Nancy and her children Peggy, Ee and Sally and their fu-
 ture issue and increase and the profits and income arising from their work and labour
 shall be had taken possessed and enjoyed by the said Maria Day or by such Person or
 Persons and for such use and uses as the said Maria Day in her wills touching her estate
 shall at any time or times hereafter direct or do limit devise or dispose of the same or any of
 them either by her last will and testament or in writing or by any other deed or writing or
 otherwise signed with her hand writing in the presence of two or more credible witnesses and the
 said Henry Smith doth for himself his executors and administrators care and

agreed to and with the said Jeremiah Miles his executors and administrators by
 these presents in manner following that is to say that if the said intended marriage
 shall take effect that then the said Henry Smith shall and will permit and allow
 for the said Maria Day to give and to dispose of the said
 negro slaves Dick Nancy and her children Peggy, Liza and Sally and their future
 issue and increase as she shall think fit in her life time and to make such will
 and testament and a clear writing as aforesaid and truly to give devise bargain and
 order to and appoint the said negro slaves Dick Nancy and her children Peggy
 Liza and Sally and their future issue and increase to any person and persons to any
 trust use intent or purpose whatsoever and it is hereby expressly declared and agreed
 between all the said Parties to these presents that in case the said Henry Smith &
 Maria Day or the survivor of them shall be minded or desirous to have the aforesaid
 said negro slaves Mary Silvia Coley Peggy Young Mary, Coley Nellie Camilla Sarah
 Isaac Phillis Jane Judicah and Daniel Sam Ann Mary William Jack
 Maria Aaron Ann Maria and the future issue and increase of the family
 of them or any of them sold and the money arising from the sale thereof or any part thereof
 invested in the purchase of any negro slaves lands or tenements or invested in stock or
 other funds or placed out upon any public security and shall signify his her or their
 mind desired by writing under his her or their hand or hands in the presence of two or
 more credible witnesses that then the said Jeremiah Miles his executors administrators
 or assigns shall accordingly sell and dispose of the same or any part thereof and may
 and may lay out or dispose of the money arising by the sale thereof in the purchase of
 such other negroes lands and tenements or invest the same in stock or other funds or place
 the same out upon any public security as the said Henry Smith and Maria Day or the
 survivor of them shall by such writing direct order or appoint which said other negroes
 lands and tenements stock or other funds and public security so to be bought with
 the said money or obtained or procured by the investment thereof when purchased or
 invested shall be transferred assigned conveyed settled and conveyed in such
 manner as that the same with the dividends interests profits and proceeds thereof shall
 may remain continue to be applied and disposed of to perform the same trust
 uses intents and purposes as the said negro slaves last mentioned and herein before
 ordered limited or appointed to go to be applied or disposed of was near the same was
 to and that in all respects according to the true intent and meaning of these presents
 and the said Henry Smith for himself his executors and administrators doth hereby
 covenant promise grant agree to and with the said Jeremiah Miles his executors and
 administrators and signs that to the said Henry Smith his executors and adminis-
 trators shall and will from time to time and at all times after the said intended
 marriage shall be had and solemnized upon the reasonable request of the said Jer-
 emiah Miles his executors administrators and signs make do and execute in case
 he made done and executed all and every such further and other lawfull and
 good and lawful things and things contingencies exigencies and things

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ances in the law whatever, as well for the corroborating and strengthening of these pre-
sents as also for the further and better convincing and assisting, by gaining, assign-
ing and confirming all and singular the premises herein and hereby granted
obtained, assigned, sold, transferred and set over or intended so to be unto the
said Jeremiah Miles his executors, administrators and assigns, nevertheless to the
several uses upon the several trusts, intents and purposes and subject to the same
previous conditions and agreements herein and hereby respectively mentioned, sup-
posed and declared of, and concerning the same as by their many of their
Covenant is made in the law shall be reasonably advised, revised or agreed to. In
Witness whereof the said Parties have hereunto set their hands and seals on the day and date
in the Year first above written -

G. H. Smith (22)

G. H. Smith (25)

Signed sealed & delivered in the

Maria Day (2)

Province of Francis Dickinson

Jer. m. b. *Albin* (28)

Glean Dickinson Laura Shursbary

Susan Dickinson Louisa Shrevebury — A Schedule of the negroes Slaves conveyed in the annuities Bonds — Mary, Silvia Piggery Young Mary, Coley, Nellie, Camellia, Saneho, Isaac, Phillis, Han & Frederick, Ann, Dinah, Mary, Mary, Mary, William Jack, Maria Susan, Amarella, James, Robert, Nancy, Piggery, Die & Sally, — Francis Dickinson being duly sworn made oath he was present & saw G. A. Smith, Maria Day and Asaiah Miles sign seal & deliver the within instrument & certify for the receipt & contents therein mentioned & that he with Susan Dickinson and Louisa Shrevebury countersigned the same Signed before me this 20th March 1816 Sam^l Burger JP
Recorded March 25th 1816 —

The State of South Carolina

These all men by these Presents the Elias Simmons Bennett
 of the City of Charleston am held and firmly bound unto Hugh Wilson Esquire Trustee
 of Mary W. Slides in the Penal sum of Fifteen thousand dollars to be paid to the said
 Hugh Wilson trustee as a forwaids his certain allanuey excontas administrators and assigns
 to which payment well and truly to be made and done I bind my self and each and every
 of my heirs excontas and administrators jointly and severally firmly by these Presents sealed
 with my seal and dated the twenty first day of March in the Year of our Lord one thousand
 eight hundred and sixteen and in the forty fifth year of the sovereignty and Independence of
 the United States of America Where as the said Mary W. Slides under and by virtue
 of the last will & testament of her Grandmother m^{rs} Mary Smilie late of Wadmalaw Island
 decamb duly made and executed in attaining the age of twenty year has will be entitled to
 a considerable estate real and personal but which said estate of the said testatrix owing to
 the minority of the respective devisees hath not yet been divided and distributed according to
 the provisions of the said Will And Whereas Benjamin Slides the Younger late of same decamb
 the father of the said Mary W. Slides being seized and possessed of a considerable estate real and
 personal departed this life on about the day of in the Year four thousand
 eight hundred and having first duly made and executed his last will and testament

which and a habes inter alia he devised appointed and directed as follows "It is my
 will that my just debts should be paid as soon as convenient as the my deceased and that
 my debts in the Testament shall be paid as soon as convenient as the my deceased and that
 all my Estate real and personal and in case of the death of either of the children
 before they attain the age of twenty one years or have issue that my Estate shall be equ-
 ally divided between my under and the surviving children as by the said will bearing
 date the 28th day of December 1844 and now of record in the office of the
 Auditor of Charleston District reference being thereunto made more fully and at large
 in the said will which is to be of the said Testator's last will and yet then divided and appointed
 to the respective devisees and legatees under the said will. And as soon as a marriage is intended
to be made and consummated between the said Elias Simmons Bennett and the said
Mary W Hiles upon the terms wherein the both have agreed by and between the said
parties that all the interest and estate Real and personal of the said Mary W Hiles
arising from under and by virtue of the respective wills of the said Testator or testate
or either and both of them handed generally all the property and estate of the said Mary
Hiles of what kind or nature ever or in any wise situated should be conveyed to the said
Reuben Wilson trustee as herein upon the following uses and trusts and none other
that is to say In trust for and for the joint use of the said E. S. Bennett and the said
Mary W Hiles and for their maintenances and support during their joint lives and upon
the death of either of them then in trust to and for the use benefit advantage and support
of the survivor for and during the natural life of such survivor and upon the death of
such survivor then to the only proper use and benefit of any and every child or children
the said Elias S. Bennett and Mary W Hiles and of this marriage share and share
alike But in case of the death of either of the said parties before the death of the said Mary
or leaving no issue surviving then In trust to deliver the said premises and every part and
parcel thereof to the survivor freely fully and absolutely discharged exonerated and acquit
ted from any and every limitation reservation proviso use or trust whatsoever To have
and to hold the premises aforsaid to such survivor his or her heirs executors administrators and
assigns absolutely for ever But by reason of the minorage of the said Mary W Hiles she arrives
first in the execution of the several deeds conveyances and assurances necessary to the completing
and fulfilling of the said estate real and personal to the uses and trusts aforesaid
Because the said estate of the said Testator and testate remain undivided and undivided
share or proportion thereof belonging to the said Mary W Hiles cannot now be accurately
defined or described Now the condition of the above obligation is such that if the said
Reuben Elias Simmons Bennett shall and will upon the division or apportionment of
the aforesaid estate of the said Mary W Hiles and Benjamin Hiles junior and
and truly convey and assign any and every share or interest which the said Mary W Hiles
Hiles herself may have in them or either of them or generally shall and do within four
days after demand made in writing by the said Reuben Wilson trustee as herein before
and truly convey and assign the whole estate of the said Mary W Hiles of
which she may be possessed or in reversion or remainder or in any other manner whatsoever

intended to be the solemnization of the marriage aforesaid to the said Hugh Mills on the
the as aforesaid or to any other person to be named by the said Mary Mills at
the time of the execution of the said deeds to the use and behoof of the said Hugh Mills in his
expressed words and demands and concerning the same, unto no other than and in that
this obligation and every matter and thing therein contained to be void otherwise to remain
in full force virtue and effect Elias W. Bennett Esq.

Signe de Seale de & delivered in presence of the words or to any other person to be named by the said
Mary Mills at the time of the execution of the said deeds being intended near the bottom of 2nd page
John W. Whitehill Esq. Esq. Bennett Esq. Joseph Bennett Esq. being duly
sworn made oath he was present & said Elias Bennett signed & delivered the foregoing instrument
writing for the uses & purposes therein mentioned and that he together with John W. Whitehill
witnessed the same Given & Subscribed this 23 day of March 1816 John W. Whitehill Esq.

Recorded 28th March 1816

Etat de la Caroline du Sud Le Contrat à trois parties fait et
Destiné du Charleston le 1^{er} jour de l'année de notre
Seigneur mille huit cents quinze entre le Sieur Claude Grille d'une
part Dame Caroline Pennelher Grille (son épouse) de la seconde part et
Madame Murel Pennelher curatrice choisie par les dites parties de la
troisième part, après et témoin que le dit Claude Grille en consi-
deration du mariage qui a desiré lieu entre lui et la dite Caroline
et aussi en consideration de cinq gourdées à lui données et reçues dont
il reconnaît le reçu par ce présent acte, et en formement et en execu-
tion de certaines articles convenus et stipulés avant le dit mariage et
en consideration de ceux, à la date du vingt deux Septembre dans l'année
de notre Seigneur mille huit cents quatorze, a garanti, vendu, aban-
donné, assigné et cédé tout ses meubles meublans, tout ses marchandises
et tout son fonds dans le commerce de quelque description et denomination
qu'il soit à Madame Murel Pennelher ses dits curateurs nommés
ses exécuteurs ou administrateurs en dépôt aux usages et devoirs
suivans, c'est à dire, les dits meubles meublans en dépôt pour le
commun usage dessus dits Claude et Caroline tant qu'ils vivront
et quand l'une des deux parties Claude ou Caroline mourra, ce
dépôt quant aux dits meubles meublans cessera, et les dits meubles
meublans redront au survivant, Le dit fonds dans le commerce
de quelque description et denomination qu'il puisse être, sera tenu
en dépôt pour mettre à part, approprier et appliquer le profit au
l'augmentation et le revenu du dit fonds dans le commerce après
avoir été levé toutes les dépenses nécessaires au mariage et à la con-
duite des affaires afin d'acheter des actions de banque ou

autre fonds permanent jusqu'à ce que le fonds ains achete, soit porté
 à la somme de trois mille gourdes, le quel fonds ains achete, sera
 placé et a placé, à la dite Caroline et à son seul usage = quand
 de l'augmentation et des profits du dit fonds dans le commerce, des
 actions de banque ou autre fonds permanent, on aura acheté, plus
 et a plus, à la dite Caroline jusqu'à la somme de trois mille
 gourdes, à lors de depot, quant aux fonds dans le commerce, de
 quelque description et denomination, qu'il soit, ce sera, et le dit
 fonds dans le commerce, restera, pour toujours au dit Claude, à
 ses exécuteurs, administrateurs et ayans cause. - Si la dite Claude
 meurt avant l'achat et établissement du susdit fonds, alors ce
 depot, continuera jusqu'à ce que le montant du dit fonds soit
 achete et placé sur ses enfans, n'elle meurt avant l'achat, et
 établissement du susdit fonds sans enfans, alors ce depot ce sera
 et le dit fonds dans le commerce, les meubles meublans et marchan-
 dises resteront, au dit Claude. - Si le dit Claude meurt avant
 que le dit fonds jusqu'au montant de trois mille gourdes n'ait été
 achete et placé sur la dite Caroline, alors ce depot ce sera, et le
 susdit fonds dans le commerce, les meubles meublans et les mar-
 chandises resteront à la dite Caroline. - Ce contrat a plus et
 temoigne de plus, qu'en consideration des stipulations et accords
 ci-après contenus et qui doivent être accomplis par le dit Claude
 Greille, la dite Caroline, Pennehier Greille, et la dite Madame
 Manuel Pennehier, ci-dessus nommés, dans ce present acte, pour
 eux memes et pour leurs exécuteurs et administrateurs, stipulent, pro-
 mettent et conviennent, par ces presentes et avec le dit Claude qu'il
 sera permis et loisible au dit Claude de temps en temps durant
 sa vie ou jusqu'à ce que le dit fonds ait été achete et placé sur la
 dite Caroline comme ci-dessus mentionné, de commercer avec le dit
 fonds dans le commerce de toute description et de conduire et faire
 justifier le dit fonds comme sa prudence et les connaissances le lui
 dicteront, et au nom de Claude Greille, sur la condition expresse
 c'est-à-dire que le dit Claude avec l'argent qui proviendra par la
 vente d'une ou de quelques parties du dit fonds dans le commerce, achè-
 tera telles marchandises qui seront requises et nécessaires pour en maintenir
 la qualité et la valeur, et des produits qui s'eleveront du commerce
 et du trafic, il paiera le loyer de la maison et toutes les dépenses
 de sa famille, et qu'il appliquera annuellement le reste et surplus
 des profits qui s'eleveront du commerce et du trafic, à l'achat d'un
 de banque ou autre fonds permanent et qu'il les placera sur la

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dite Caroline jusqu'à ce que le fonds ainsi acheté et placé soit porté à la somme de trois mille gourdes et qu'il consultera la dite Madame Manuel Pennetier (ci-dessus sous dite) pour les affaires de son commerce et de son trafic et qu'il donnera tout les ans un état et compte régulier au sus-dite curatrice de son commerce, de son trafic, de ses dépenses, de ses profits et de ses pertes. Et le dit Claude en considération des promesses et du contrat et de l'accord ci-dessus de la part de la dite Caroline et de la dite curatrice Madame Manuel Pennetier stipule, déclare et convient tant pour lui même que pour ses exécuteurs et administrateurs que lui dit Claude de temps en temps et tous jours durant le dit temps de sa vie, ou jusqu'à ce qu'il ait de les profits de son commerce acheté et placé sur la dite Caroline, des actions de banque ou autres fonds permanent jusqu'à la somme de trois mille gourdes, s'appliquera diligemment au soin et au conduiment du dit fonds dans le commerce conformément à son adresse, à son connaissance des affaires et à sa prudence; il emploiera et disposera de l'argent qui proviendra de la vente du dit fonds dans le commerce et tous les profits de son trafic, à remplir et à répondre à la confiance ici placée, de telle manière qu'il est avérée, déclare et exprime dans cet acte. En témoin de quoi les dites parties ont mis ici leurs signatures respectives et cachets ce jour douze de Septembre, dans l'année de notre Seigneur mille huit cents quinze, et le quarantième de l'indépendance de l'Amérique.

Signé et scellé
en présence de
J^h Bayol
C. Tespon

E. Grollé (L.P.)
Pennetier Grollé (L.P.)
Manuel Pennetier (L.P.)

Je reconnait d'avoir reçu le jour et la date du contrat ci-dessus de la dite Madame Manuel Pennetier cinq gourdes pour acquit de la somme de considération ci-dessus mentionnée de mille payes par elle.

E. Grollé

Signé et reconnu comme
son act en présence de
C. Tespon
Louis Roux.

C. Tespon being duly sworn saith that he was present and saw the above named E. Grollé, Pennetier Grollé and Manuel Pennetier sign seal and as their several act and deed de l'ing the above instrument of writing to and for the uses and purposes therein mentioned and that he together with Joseph Bayol subscribed their names in witness to the due execution thereof, also that he was present and saw the above

named C. Galle sign the above receipt, and that he together with
 Lays, Lays, subscribed their name, as witnesses, to be
 sworn to before me this

11 March 1816

Saml Burger J.D.

Recorded the 11 March 1816 and examined
 State of South Carolina

This Indenture made on the 4 day of
 March in the Year of our Lord one thousand eight hundred and Sixteen
 and fortieth of American Independence, Between Mary Buckle of the
 City of Charleston and State aforesaid of the first part Richard Humphries
 of the same place Married; of the second part and William Budd
 and Lewis H. C. Schutt of the place aforesaid, of the third part, for
 it hereby a marriage is intended to be had and solemnized between them
 the said Mary Buckle and Richard Humphries; and whereas the
 said Mary Buckle is Seized and possesses in her own right of con-
 siderable Estate and Effects both real and personal, consisting of a
 house and lot of land situate on the west side of Chalmers Street
 in the City of Charleston, and now known and distinguished by
 the number fifty eight, [p. 58] with all the buildings thereon, con-
 sisting of a three story brick house, kitchen and out-houses, several
 barrels of wine, and other chattels and personal property in the last
 schedule hereunto annexed, particularly expressed and mentioned; and
 whereas upon the treaty previous to the intended Marriage aforesaid, it had
 been, and is hereby agreed upon by and between the said Mary Buckle
 and Richard Humphries that all and singular the Estate and Effects
 aforesaid, (Specified and mentioned in the Schedule hereunto Annexed)
 of her the said Mary Buckle shall be granted, conveyed, released, ap-
 prenticed over to, and vested in the said William Budd and Lewis H. C. Schutt
 their respective heirs and assigns forever, to and for the several uses, trusts,
 intents, and purposes hereinafter mentioned, declared, expressed and
 limited of and containing the same Now this Indenture Witnesseth
 that in pursuance of the said recited agreement, and in consideration
 of the said intended Marriage, and also in consideration of the sum of
 one dollar by the said William Budd and Lewis H. C. Schutt to the
 said Mary Buckle by and with the privacy, consent and approbation of
 the said Richard Humphries, her intended husband, as is evidenced by
 his being a party to, and executing these presents, with granted
 bargained, sold, transferred, and set over, and by these presents
 doth grant bargain sell, transfer, set over, deliver and confirm
 the said William Budd and Lewis H. C. Schutt, their, and the

several and respective heirs and assigns forever All that three story brick
house & Lot of land together with the outhouses and appurtenances there
unto appertaining, Situate and being on the West side of East Bay
street, and now known and distinguished by the number fifty eight
[No 58] and also all her bank, stock and other chattles and personal
estate and effects mentioned and expressed in the list or schedule here
unto annexed, in conformity to the act of the general assembly of this
State in such case made and provided. To have and to hold
all and singular the premises aforesaid unto the said William Bay
and Lewis H. & Schutt their respective heirs and assigns forever: In special
Trust and Confidence nevertheless to the several uses intents and purposes
hereinafter mentioned and declared, of and concerning the same Estate
& all and singular the said premises hereinafter mentioned and particu-
larized, according to the true intent and meaning of the parties to these
presents. That is to say for the absolute and sole use of the said Mary
Buckle as her absolute estate and that of her heirs forever, untill the actu-
al solemnization of the said intended Marriage doth take place and
effect; and from and immediately after the said marriage, the same
is by these presents considered and agreed to be to the uses, intents, and
purposes, as in the declarations and limitations, Terms & provisions, herein
following; That is to say In Trust to and for the sole and separate
use and benefit, and behoof of the said Mary Buckle during her life, and
not in any manner subject or liable to the controul, disposal, or debts of
her said intended husband: And from and immediately after her
decease, then the aforesaid Estate and Effects shall remain vested
in the aforesaid Trustees jointly, if both are living, or if not, separately
to the survivor and his heirs, in Trust for the uses intents and purpor-
es aforesaid, and to support contingent uses, intents and estates here-
inafter mentioned, limited, and declared: That is to say, to the sole and
separate use and benefit of the said Richard Humphries, her husband
during his life should he survive her the said Mary Buckle But
should there be issue, child or children, by and out of the said inter-
marriage of the said Mary Buckle and Richard Humphries, then and
in that case, the said issue, child or children, shall have to them and
their heirs forever, from and immediately after the death of their parents, the
said Mary Buckle and Richard Humphries, or the survivor of them and if
more than one child, then they shall have the said Estate Real and
Personal share and share alike: But in default of such issue living
at the death of the said Mary Buckle and Richard Humphries and
should the said Richard Humphries survive his said wife, then
and in such case the said Richard Humphries, shall have the said

to give devise and bequeath by his last Will and Testament the moneys of the Estate aforesaid but if he should die without such a disposition of the said moneys, the same shall merge and coalesce with, and into the other moiety, and revert and go to the heir of his said deceased wife. And lastly it is hereby provided and agreed upon by and between the parties to this deed that it shall be lawful for the said William Budd and Lewis H. C. Schutt, their Executors Administrators, and assigns, at the request, and by, and with the approbation of the said Mary Buckle such consent being in writing and under her hands and Seal, and executed in the presence of two or more credible witnesses to grant, bargain, sell transfer and set over all or any part of the Estate and Effects Real or Personal, herein before mentioned, and in the Schedule hereunto annexed, contained and expressed, either at Public or Private Sale, either for Cash or on Credit, and that the moneys arising from such Sale; shall be by the Trustee aforesaid appropriated, and by all legal instruments of writing, deeds, ways and means, by and with the advice of Counsel learned in the Law and effectually, secured to the use, trusts, intents, & purposes hereinafter expressed, declared, limited, meant and intended —

On Witness whereof the parties to this deed have hereunto set their Respective hands and Seals, the day and Year first above written —

Signed, Sealed and delivered
in the presence of —
John Black Lewis Rouse

Mary Buckle (S)
Richard Wheat Humphreys
Lewis H. C. Schutt (S)
Wm Budd (S)

Received on the day of the date of the within written Indentures of and from the within named William Budd and Lewis H. C. Schutt the just and full sum of one dollar being the full consideration money within mentioned to be paid by them to me
Witness John Black Lewis Rouse —

Mary Buckle

A List or Schedule of the Estate and Effects of Mary Buckle to which the Annexed deed refers — a three Story Brick House No. 58 East Bay, with the Lot — Thirty seven shares in the Planters and Mechanics Bank of Charleston — Twenty five Shares in the Union Bank — Nine Shares in the South Carolina Delta — Mary Buckle Witness John Black Lewis Rouse

Lewis Rouse being duly sworn made oath that he was present and saw Mary Buckle Richard Wheat Humphreys Lewis H. C. Schutt and Wm Budd sign seals and deliver the within instrument of writing for the uses and purposes therein mentioned and that he witnessed the same together with John Black sworn to before and the 29 March 1810

Witnessed 29 March 1810

The State of South Carolina



I know all men by these presents, that of
 Octavius Cripps of Charleston, in the State aforesaid, am held and firmly
 bound unto Francis A. Delisle of Georgetown in the State aforesaid, in
 the full and just sum of fifteen thousand Dollars, to be paid to the
 said Francis A. Delisle, his certain attorney, Executors and adminis-
 trators or assigns: To which payment well and truly to be made and done
 I bind myself and each and every of my heirs, Executors and adminis-
 trators, jointly and severally, firmly by these presents. Sealed with my seals
 and dated the Tenth day of April, in the year of our Lords one thousand
 eight hundred and sixteen, and in the fortieth year of the Independence of the
 United States of America - Whereas a marriage is intended to be had and
 solemnized between the above bound Octavius Cripps and Esther Delisle
 Daughters of Francis S. Delisle and Ann his wife, formerly Ann Allston
 of Sparanaw in the State aforesaid. And whereas at the time of the inter-
 marriage between the said Francis S. Delisle and the said Ann Allston
 and in contemplation of the said marriage, certain negro Slaves and other
 Estates personal, were apportioned and set over to Francis Allston Esquire
 upon the following uses and trusts, to wit: In trust, that the said Trust-
 ee, and the Survivors of him, his Executors, administrators and assigns, do
 and shall permit and suffer the said Francis Gottlieb Delisle during
 the life of the said Ann, to have the use and enjoyment of the Labour and
 profits of the said negro Slaves, and the increase jointly with the said
 Ann, and in case she should survive him, then to her own sole and sepa-
 rate use during her life, and after her decease, then to and for the absolute
 benefit and behoof of such issue, as may be then living, or shall afterwards be
 born of the said Ann and Francis if but one, then to that one, absolutely;
 if more than one, then to share equally, and in case of no issue, then to the
 use of the said Francis Gottlieb Delisle, his heirs and assigns forever as by
 the said deed of marriage Settlement now of Record in the office of the Secre-
 tary of State, at Charleston, in marriage Settlement Book number one p. 10.
 folio two hundred and (222), reference being thereunto had; more fully
 and at large appear. And whereas upon the Treaty of the said marriage
 first above mentioned, it hath been agreed by and between the said parties
 that the said Octavius Cripps should assign and transfer to Trustee, also
 and singular the interest and Estate of her the said Esther Delisle
 arising or to arise, from or by reason of the happening contingencies in the
 said marriage Settlement Deed mentioned, the said Francis A. Delisle
 being named Trustee, for the said Esther, upon the following uses and
 trusts, and to no other, that is to say, In Trust to and for the sole
 and separate use, benefit and advantage of the said Esther

her natural life, without any controul of her said husband and
 freely and absolutely discharged from all liability, to the debt of
 the said Octavius Cripps now due or to become due. Then in Trust
 and for the sole use, benefit and behoof of any and every child or
 children of the said Octavius and Esther, which shall survive the
 said Esther, to be divided equally between them, if more than one
 share and share alike. But in case of the death of either of the said
 parties leaving no issue surviving, then to the sole and absolute use
 and behoof of the survivor fully and absolutely discharged from
 all and every use limitation or trust whatsoever. Now the Condition
 of the above obligation is such, that if the above bound Octavius
 Cripps shall and well and truly convey, transfer, assign and deliver
 over unto the said Francis & Delicpelina Trustes as aforesaid,
 within ten days after demand made in writing by the said Francis
 & Delicpelina, all the right, title, Interest and Estate now
 coming or hereafter to accrue to the said Esther by the determination of
 the life Estates in the marriage Settlement above mentioned, or by the
 happening of the contingencies in the said deed expressed and declared
 upon the several Trusts and subject to the uses, conditions and lim-
 itations hereinbefore fully and at large expressed set forth, and limited
 expressed and declared of and concerning the same. Then and in this
 case, this obligation and every matter and thing therein contained
 to be void otherwise to remain in full force, virtue and effect -
 Signed, Sealed and delivered Octavius Cripps (Ld)

In the presence of J. B. White Hugh P. Dawes

South Carolina - Personally appeared before me J. B. White
 who being duly sworn maketh oath that he was present and saw
 the within named Octavius Cripps sign Seal & deliver the above
 deed for the purposes therein mentioned & that he together with
 P. Dawes, signed the same as witnesses thereto J. B. White

Sworn to before me this 15 April 1816 M. J. Smith J. W.

- Recorded 15 April 1816 -

The State of South Carolina

This Indenture, made the eleventh day of
 April: In the year of our Lord one thousand eight hundred and
 fifteen: Between Octavius Cripps of the City of Charleston & State of
 South Carolina, of the one part; Esther Delicpelina of the same place, Spinster
 the second part, and Francis A Delicpelina of Camden in the
 State of the third part. Whereas a marriage is shortly intended
 to be had and solemnized between the said Octavius Cripps,
 and the said Esther Delicpelina, Daughter of Francis & Delic

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and Ann his wife, formerly Ann Allston of Maccamus in the State
aforesaid Eminent. And whereas the said Esther Delicpelina at the
time of executing these presents, is possessed of interest in, and entitled
to a certain personal estate consisting of three negro slaves, to wit Peggy
and her son James, and her daughter Elizabeth, under and by virtue of
a Bargain & sale, from Mich^l Kelly, dated the tenth day of April Anno
Domini one thousand eight hundred and fifteen. And whereas upon
the treaty of the said Marriage, it hath been proposed and is agreed
upon, by and between the said Octavius Cripps & Esther Delicpelina, that
the said Slaves, with the future issue and increase of the said female,
shall be by the said Esther Delicpelina bargained and sold unto
the said Francis A. Delicpelina his heir, Executor administrators and
assigns, in Trust nevertheless, for and upon the several uses intents
and purposes hereinafter to be expressed of and concerning the same —

Now this Indenture shewetheth, That, in pursuance of the said
recited agreement, in consideration of the said intended Marriage
as also, for and in consideration of the said sum of five dollars, to her
the said Esther Delicpelina in hand paid before the execution of these
presents, the receipt of which is hereby acknowledged, She the said Esther
Delicpelina by and with the knowledge, privity, consent and approba-
tion of the said Octavius Cripps, her said intended Husband, testified
by his being a party to, and his signing and sealing these presents, which
he doth in consideration of the said intended Marriage, hath bargained
and sold and delivered, and by these presents both bargained and
delivered unto the said Francis A. Delicpelina his Executor administrators
and assigns, the aforesaid negro Slaves with the future issue and increase
of the said female: To have and to hold the said negro Slaves, with
the future issue and increase of the said female unto the said Francis A.
Delicpelina his Executor administrators and assigns: In Trust nevertheless
to and for the sole and separate use and behoof, benefit and advantage
of the said Esther Delicpelina for and during her natural life her
Executor administrators and assigns, or until the said intended marriage
shall be solemnized and take effect: And from, and immediately after
the solemnization of the said intended marriage then In Trust to and
for the sole and separate use and behoof, benefit and advantage
of the said Esther Delicpelina, then Octavius Cripps for and during his
natural life, without any hindrance interruption or controul of her said
Husband, the said Octavius Cripps as though she were a feme sole and un-
married, and fully and absolutely discharged of and from all and
every liability of from and to the debt or Encumbrances of him the
said Octavius Cripps. And it is further understood and agreed, that

agreed upon by and between the said parties to these presents, that should there be any child or children of the bodies of them the said Octavius and Esther hereafter begotten of the said intended marriage, then the said negro slaves, with the future issue and increase of the female, shall be and remain in Trust, after the death of her the said Esther, should she die first; to and for the sole use benefit and behoof of such child or children, as shall survive the said Esther, as aforesaid, to be divided equally between them, if more than one, share and share alike: But in the event of the death of either of them the said Octavius and Esther, leaving no issue living at the time: then and in that case except the aforesaid negro slaves, with the future issue and increase of the said female, shall be and remain to & for the sole, separate and absolute use and behoof of the survivor of them the said Octavius and Esther, free and absolutely discharged of and from all and every Trust use or limitation whatsoever. And it is hereby further understood and agreed upon by and between the said parties to these presents: That, should it at any time hereafter become necessary or convenient to the said Octavius and Esther to sell or otherwise dispose of the said slaves, or either of them, or of any of the future issue of the said female that it shall and may be lawful for them to do so, the consent of him the said Francis A. Delicépolino being first had and obtained in writing: for the said Francis A. Delicépolino, or his legal representatives, taking due care to apply or cause to be applied the proceeds of such sale or sales to the purchase of other property of value, all property shall be and remain subject to the same trusts and limitations as are herein before declared expressed and set forth.

On to which effect the said parties to these presents have hereunto interchangeably set their hands and seals, on the day and in the year first above written

Witness my hand and seal.

In the presence of

the words of the purchase being first interlined, in the fifth line from the bottom of the third page of this Indenture J. B. White Hugh P. Dancy, subscribed the same as witnesses thereto.

Personally appeared before me J. B. White who being duly sworn maketh oath: That he was present and saw Octavius and Esther Delicépolino & Francis A. Delicépolino sign seal & delivered the within deed for the purposes therein mentioned & that he with Hugh P. Dancy, subscribed the same as witnesses thereto.

Shown to before me this 15 April 1846. W. J. Smith 2 No.

Recorded 15 April 1846.

47
I Thomas P. Lockwood do hereby promise & agree to execute & deliver
to Mrs Sarah Postell a deed of writing conveying all the real & personal
estate now possessed by Miss M. S. Postell with whom I am about to inter-
marry, to the said Sarah Postell in trust to & for the joint use & behoof
of the said Mary & myself during our lives & after the death of the said Ma-
ry to her children. But in the event of the death of said Mary without chil-
dren the property to be vested in myself. Th. Perkins Lockwood

I Mary Postell do promise & agree to join in the said deed of
marriage settlement above mentioned & promise to be executed & delivered
in witness my hand & seal this nineteenth March eighteen hundred
& eleven Mary Sophia Postell

Sealed & delivered in presence of us Margaret Ann Ford, Eliza Martha Fishburn
South Carolina Colleton District

Personally appeared before me Richard Singleton
one of the Justices of the Quorum for the district aforesaid Mrs Margaret
Ann Ford, who being duly sworn said that she was present and saw the
said Perkins Lockwood and Mary Sophia Postell sign seal and deliver
the within instrument of writing for the purposes contained therein, and
that she with Mrs Eliza Martha Fishburn, signed their names as wit-
nesses thereto Margaret Ann Ford

Sworn to before me this 16 day of March 1816 Richard Singleton J. C.

Recorded 22 April 1816

State of South Carolina

This Indenture Tripartite made this twenty fourth day
of January, in the Year of our Lord one thousand eight hundred & eight
Between John Lemacks Esquire of the Parish of St Bartholomew, district of
Colleton and State aforesaid of the first Part, Harriet M. Walter of the
Parish district and State aforesaid, daughter of the late Jacob Walter
Esquire deceased of the second Part, and William Walter Esquire of
the Parish district and State aforesaid of the third Part Witnesseth that
in consideration of a marriage intended, by Gods permission to be had and
solemnized between the said John J. Lemacks and the said Harriet M.
Walter, and of the Sale and Settlement of the negro Slaves, belonging to the
said Harriet M. Walter, herein after particularly mentioned to such uses
Contents and purposes as are herein after expressed and declared And also
in consideration of five Shillings lawful money by the said William
Walter to the said Harriet M. Walter in hand at & before the sealing
and delivery of these presents the receipt whereof is hereby acknowledged
for divers other good causes and considerations has the said Harriet M. Walter
these presents doth bargain, sell and deliver to the said William Walter

Walter the following negro Slaves to wit Hector Buffy, Maria, Amelia, Caesar, Sampson, Henry, Edy, Emanuel, Adam, Patty, Annasetta, Mary Ann - To have and to hold the said negro Slaves and their Issue and Increase unto the said William Walter his Executors administrators, and assigns and to his and their only proper use and behoof: Nevertheless upon such Trusts and for such uses Intent and Purpose and Subject to such agreements as are hereinafter declared, upon and for no other Trust use Intent and Purpose whatsoever that is to say On Trust to the sole use and behoof of the said Harriet M Walter her Executors administrators and assigns free and separate from any right claim or title of the said John J Lemacks to the said negro Slaves & their Issue and Increase by reason of his Coverture with the said Harriet M Walter: Provided always and it is hereby declared and agreed by and between the parties to these presents that the said William Walter shall permit and suffer the said John J Lemacks during his Coverture with the said Harriet M Walter to have and receive the profits of the said negro Slaves and their Issue and Increase to his own proper use But that such permission shall not be construed nor is it intended thereby to give to the said John J Lemacks the right or power to sell the said negro Slaves or their Issue and Increase or any of them, or that the same shall in any manner or by any means whatsoever be made or become liable for the payment of the debt or debts of the said John J Lemacks which the said John J Lemacks shall have contracted or shall hereafter contract or owe - In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written -

Harriet M Walter
Sealed and delivered in the presence of John J Lemacks
Jas M Ford, Frederick C Whitwell, James Bowman

Rec'd on the day and year within written Five Shillings in full of the consideration money within mentioned Harriet M Walter
State of South Carolina Colleton District

Personally appeared before me R Singleton one of the Justices assigned to keep the Peace in the 8th district James M Ford and made oath that he saw the within named John J Lemack & Harriet M Walter sign seal and has their act and deed deliver the within written Deed and that he the said James M Ford with Frederick C Whitwell and James Howard Bowman witnesses thereof
Jas M Ford
Shewn to before me this 25th of January 1816 Richard Singleton J.
- Recorded 7th May 1816 -

South Carolina

This Indenture Quadruplicate made the Eleventh day of May in the Year of Our Lord one thousand eight hundred and sixteen and in the 34th Year of the Sovereignty and Independence of the United States of America Between James Nothbrock of the City of Charleston in the State of South Carolina of the first part his Amelia Nothbrock Daughter of the said James Nothbrock of the second part Joseph Smith Gibbs Esquire of the third part and John Nothbrock Trustee for the purposes hereinafter mentioned of the fourth part - Whereas a marriage by gods dispensation is lawfully intended to be had and solemnized by and between the said Joseph Smith Gibbs and Amelia Nothbrock by and with the privacy and assent of the said James Nothbrock her father (being her only surviving parent and natural Guardian) And Whereas the said Amelia Nothbrock is entitled under and by virtue of her deceased mothers Marriage Settlement bearing date the twelfth day of June one thousand seven hundred and ninety seven and made a mentioned to be made Between the said James Nothbrock and Mary his wife late Mary Middleton only daughter and heiress of Thomas Middleton deceased of the one part and John Gibbs and Robert Thomas Gibbs Jun^r Trustees for the purposes therein mentioned of the other part of in and to one equal undivided fifth part and proportion of one equal moiety or half part of all and singular the real and personal property and estate therein mentioned described and set forth consisting of a tract of land situate on Southantee River and bounded to contain about three hundred and thirty three acres and a certain number of negro slaves therein particularly named as first never before to the State for Life of the said James Nothbrock therein as in and by the said Marriage deeds now being and remaining of Record in the Office of the Secretary of State in Charleston referenced being thereunto duly made public appearance: And whereas prior to the intended marriage it is agreed upon by and between all the parties to these presents That upon the said marriage being consummated by the said James Nothbrock shall pay to the said John Nothbrock the Trustee the sum of Two thousand Pounds Sterling in ready money or stock which sum shall be accepted and received by the said Trustee on account of the undivided share interest or proportion to which the said Amelia Nothbrock will be entitled in the death of her said Father of and in the said said plantation or tract of land at Southantee of the value whereof to be hereafter ascertained by Commissioners to be duly appointed to value and appraise the same) as to extinguish and to the amount of the said Two thousand Pounds and not exceeding that sum, all the claim right title share and interest of her the said Amelia Nothbrock or of him the said Joseph S. Gibbs in her right of and in the said Southantee Lands and every part thereof which undivided fifth of one undivided moiety of the said Southantee Plantation shall be duly conveyed to the said James Nothbrock by good and valid deeds of conveyance in fee simple and the sum of Two thousand pounds so to be paid as aforesaid on account of the redemption thereof together with such other sum or sums as shall hereafter upon application to be made as aforesaid be payable by him the said James Nothbrock and to the said

I have, if such satisfaction whenever the same be made shall exceed the aforesaid sum of
 (two thousand pounds) shall from time to time or whenever the same shall be received by
 a trustee to him the said John Threlbeck trustee aforesaid be laid out and invested in
 the lands under an estate with the sanction of the said James Threlbeck to be held and
 to the use and benefit hereinafter specified and concerning the other real and personal
 estate which the said Amelia Threlbeck will be entitled upon the decease of the said
 Threlbeck under her mother's marriage settlement aforesaid and it is further agreed
 between and all the said parties that all the use of the whole real and personal estate of
 the said Amelia Threlbeck as well in possession as expectancy and however divided shall
 when the said marriage taking effect be settled and secured hands in the uses and purpo-
 ses trusts and intents hereinafter specified. Now therefore this Indenture witnesseth
 that the said Amelia Threlbeck by and with the jointly and lawful consent of the said Joseph
 Gibbs her intended husband testified by his being a party thereto and sealing and
 delivering these presents for and in consideration of the said intended marriage and for
 the better consideration thereof to her in hand paid by the said John Threlbeck trustee
 aforesaid at or before the making and delivering of these presents the receipt whereof she hath
 hereby acknowledged. And she granted bargain'd sold a signed handseal and conveyed
 and by these presents doth grant bargain sell assign transfer and convey unto the
 said John Threlbeck all her undivided share proportion and interest of lands in and
 and in and to the lands tenements and hereditaments except her share and interest
 in the lands at Banter as aforesaid with all the negro slaves, to which she is now entitled
 or shall hereafter in any event and especially in the event of the death of the said
 James Threlbeck her father ^{lawfully} have claim demand and be entitled to the same
 estate and a settlement of them the said James Threlbeck and Mary his do and may
 above mentioned and all that to whatever is in possession remainder expectancy gift of
 lands and Thovens other rights and chattels or property whatsoever and whosoever her whole
 title and interest thereof and thence both in law and equity with all and singular their
 members and appurtenances to have and to take and receive all and singular the pro-
 ceeds with the appurtenances to him the said John Threlbeck his heirs executors administrators
 and assigns forever. In trust nevertheless except as to the undivided share and interest
 of the said Amelia Threlbeck in and to the tract of land on Smiths River
 (expectant on the death of her father as aforesaid) to and for the uses intents and pur-
 poses herein after specified of and concerning the said interest and property by these
 presents intended to be settled and conveyed and to and for no other use intention
 that is to say, In trust to and for the sole and only use benefit and behoof of the
 said Amelia Threlbeck her heirs executors administrators or assigns until the said
 intended marriage shall be duly made and solemnized, And from and immediately
 after the solemnization thereof In trust to and for the joint and equal use benefit and
 behoof of them the said Joseph Gibbs and Amelia Threlbeck for and during the
 term of their joint lives, to permit and suffer them to hold possess and take the
 profits thereof through the labour and hire of the slaves in trust of the same