

and suffer than the Said Andrew Flinn and Eliza B. Flinn
during the term of their joint-lives as aforesaid after the Yearly
Expenses, Vis^r, of Clothing and provisions for the Negroes, taxes
and Physicians bills are paid and defrayed to receive
and take the residue of the Annual Proceeds of the
labour and profits of the Said Negro Slaves, to be applied
as a joint Stock or fund for the Common expenses of the
Family, of them the Said Andrew Flinn and Eliza B. Flinn
for and during the term of their joint-lives, Subject to the direction
of the Said Andrew Flinn, During the said term: And
from and immediately after the Death of either of them
the Said Andrew Flinn or Eliza B. Flinn, then the whole
personal Estate as expressed and Contained in the Schedule
thereof hereto annexed, and hereby intended to be
settled, together with all such increase of Bank Stock
as there may then be, shall go to such person or persons
and for such uses intent and purposes, as the Said
Eliza B. Flinn, Notwithstanding her Coverture as aforesaid,
may by Any Deed or Writing under her Hand and
Seal duly executed in the presence of two or three Credible
Witnesses, give, Assign, transfer and Convey the same; or
as she, in and by her last will and testament, or any
other paper purporting to be her last last will and testa-
ment signed sealed published and declared in the
presence of three or more Credible Witnesses, (which said
last will and testament, She the Said Eliza B. Flinn
Notwithstanding her Coverture, is hereby authorized
and empowered to make and execute as aforesaid)
Shall think proper to give, bequeath and dispose of the same
and in default of any such disposition thereof by Deed or
will on the part of her the Said Eliza B. Flinn, then
the whole of the Said Negro Slaves and other personal
property aforesaid shall go to the right Heirs at Law
of her the Said Eliza B. Flinn, their Executors Adminis-
trators and assigns forever and that freed and dis-
charged of and from all further and other uses, trusts,
limitations or appointments whatsoever of or concerning
the same: Provided always, and it is hereby expressly
declared and agreed by and between all the parties to
these presents that in Case there should be a necessity
or proper occasion at any time during the said Coverture

or any of the terms for which the aforesaid trusts are created
 that the whole or any part of the Said real and personal
 property should be sold, or exchanged for other property
 real or personal, then if the said Eliza B. Flinn shall
 and do freely and voluntarily consent thereto, and not
 otherwise, he, the said Morton Waring Trustee aforesaid
 his Executors or Administrators shall sell and dispose
 thereof or exchange the same as the case may be, and
 in the stead thereof hold the monies arising from
 the sale upon the said trusts as aforesaid, or apply
 the said monies to the purchase of other property, real
 or personal at the direction and choice of the said Eliza
 B. Flinn, and hold the same whether purchased therewith
 or acquired in exchange as aforesaid subject to the same
 uses and trusts, limitations and appointments as are
 declared in and by these presents, touching the real and
 personal property intended to be hereby settled and devised,
 all such property real or personal, either purchased or
 acquired in exchange as aforesaid shall be annexed in
 a Schedule to these presents, and remain and be subject
 to the same uses and trusts, as are herein before declared
 as aforesaid: And moreover, that he, the said Reverend
 Doctor Andrew Flinn his heirs, Executors and Administrators
 shall and will from time to time, and at all times -
 hereafter upon the reasonable request of the said
 Morton Waring, his heirs, Executors, Administrators and
 assigns, or any of them, make do, seal and execute or cause
 or procure to be made, done, sealed, and executed all
 and every such further and other lawful and reasonable
 act and acts, things, conveyances, assignments and assurances
 in the law whatsoever, as well for the corroborating and
 strengthening of these presents, as also for the further and
 better conveying, assigning and assuring and confirming
 all and singular the hereditaments and premises, lands
 and other property herein before mentioned and alluded
 to or intended to be herein comprehended so as to give
 the fullest and most perfect efficacy to the true intent
 and meaning of these presents, and of all the parties here
 to as by the aforesaid Morton Waring Trustee aforesaid
 his heirs Executors or Administrators, or his or their
 counsel learned in the law shall justly and reasonably

be advised, devised and required — In witness whereof
the said parties to these presents have hereunto interchangably
set their hands and affixed their Seals on the day and
in the year first above mentioned. — An^d Flim (A.F.)
Sealed and delivered in the presence, — Eliza Flim (E.F.)
of — The words "or Eliza" in the Maton Waring (M.W.)
line of the 3^d sheet being previously interlined —
Jacob Ford, Henry Als^r De Saussure — Schedule of
the real and personal property intended to be settled and
conveyed in and by the foregoing deed of settlement after
marriage and to which reference is therein made —
Annexed to the same pursuant to the act of Assembly
passed the twenty first day of December, in the year of
Our Lord one thousand Seven hundred and Ninety two
Entitled "An Act to alter and Amend an act Entituled"
An Act to oblige persons interested in Marriage Deeds
and Contracts to record the same in the Secretary's
Office of this State — A Plantation or tract of Land
at Will town in Saint Paul's Parish, containing six hundred
and eighteen Acres, called Dawho. A Plantation situate
at Stone in the same Parish, Comprised of two smaller
tracts of land, containing together about three hundred and
Ninety eight Acres — one undivided third part of a Lot
of Land on South Bay, adjoining the present residence
of Doctor Flim to the East — Also all the household
and Kitchen furniture in Town and Country — Also
all the Stock of Cattle, Horses, Hogs, Sheep and Goats
upon or belonging to each plantation — Also all the
Sterling plate now in the use or possession of M^r. Flim
Also one close carriage and one pair of carriage horses —
belonging to the same — Also fifty five Shares in the
South Carolina Bank — Also Forty Shares in the
Planters and Mechanics Bank in Charleston — Also
the following Negro Slaves belonging to the Will town
plantation, to wit: Monday, Tissey, Crato, Tissey, Dick,
Amelia, Bacchus, Richard, Chloe, Prince, Mary, Maria,
Norris, Coovancee, Kaunooc, Maria, Norris, Pretia, John,
Mary, Charles Kate, Davy, Frank, Semmy ~~the~~ Will
Beck, Philip, Nelly, Kit, Bonny, Kit, Cyrus, Sam,
Sally Ned, Sary, Simon, Hannah, Charles, Tommy,
Thomas, and Abram — Also the following Negro Slave

at the Stone Plantation, vizt Stephen, Henah, Scipio, Lydia
 Pinah, Tyrah, Cato, Alfred, April, Clarissa, Sandy, Tomah,
 Tim, Betty, Minty, Grace, Jim, Selina, Bob, Cleonda,
 Hannah, Alfred, Phoebe, Libby, Abram, Anthony, Bob,
 Sampson, Betty, Nelly, Tyrah, Abram, Raphael, Cyrus,
 Will, Peggy, Scipio, Peter, Diana, Mingo, Patty, Dan,
 George, Isaac, Tom, Nelly, Robert, Adam, Eve, Sylvia
 John, Watford and Andrew - Also the following
 Slaves which are house Servants, Brutus, Bacchus,
 Joe, Buster, Charlotte, Mary, Willoughby, Honey, Judy,
 Susan, William, Merrick, Thomas, Nancy, Peter,
 Phillis, Matilda, Bella, John, Tom and Ben -
 Sealed and delivered - — An. Eliza (L.S.)
 in the presence of — Eliza Elizim (L.S.)
 Jacob Ford Henry Mr. DeSaupur — Morton Waring (L.S.)
 Jacob Ford being duly sworn made oath that he was present and
 saw An. Elizim, Eliza Elizim and Morton Waring sign Seal and
 deliver the foregoing instrument of Writing for the uses and purposes
 therein mentioned as also the annexed Schedule, and that he
 with Henry Mr. DeSaupur witnessed the same - Sworn
 to before me this 16th February 1819. Blk: Bf: J. M. sub:
 Recorded 16th February 1819. —

South Carolina, this Indenture, made the Eighth day of
 December in the year of our Lord one thousand eight hundred
 and eighteen, between Edward Lynch of the City of Charleston, in
 the State aforesaid, Physician of the first part and James
 Lynch and Edward Thomas Lynch of the Second part.
 (the Said Edward Thomas Lynch not being Considered as
 party hereto, until he shall attain the age of Twenty one)
 Whereas, a marriage hath been had and solemnized between
 Arnold Remondson and Eleanor Lynch the Daughter of
 the said Edward Lynch, Now this Indenture witnesseth
 that in Consideration of the said Marriage, and of the
 Natural love and affection which the said Edward Lynch hath
 and beareth towards his said Daughter Eleanor and also
 in Consideration of the sum of one Dollar by the said
 James and Edward Thomas Lynch to the said Edward
 Lynch in hand paid, the receipt whereof is hereby acknowledged
 he the said Edward Lynch hath granted bargained and sold
 assigned transferred and sett over and by these presents

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doth grant bargains sell assign transfer and sett over
unto the said James Lynch and Edward Thomas Lynch
all and Singulalr that Plantation or tract of Land situate
lyng and being in the Parish of Saint Andrews in the
State aforesaid Called and Known by the Name of Green
Groce formerly the residence of Jeremiah Savage deceased
Containing fife hundred and seven Acres of Land or there
abouts, Adjoining Lands of Lynch Harry, Thomas Harry
Simon Wagwood, Henry Chalmers, the Estates of Peter
Smith, William Pult, and Doctor Polony, and also
all and Singulalr the following Negro Slaves, viz:
James, Hagar, Sam, Joe the son of James and Hagar, Violet
Sylvia, Domo, Norris, Hardtimes, Abraham, Station, Peggy
Eve, Little Sylvia, Yellow Minda, Sulset, Perry, Pompey,
Riah, Betty, Aaron (Now called John) House, Peggy,
and Bob, To have and to hold the said Real and
personal property, together with the future issue and increase
of the said female Slaves, unto the said James Lynch
and Edward Thomas Lynch and to the survivor of them,
and to the heirs, Executors Administrators and assigns of
such Survivor, in trust nevertheless, and to and for the
uses trusts, intents, and purposes herein after declared of
and concerning the same, That is to say, in trust to
permit the said Arnold Remoultin, during the joint lives
of them the said Arnold and Eleanor, to receive the
heirs issues, profits and income of the said Real and
personal property, to and for the joint use, benefit
and behoof of himself and his said Wife, and upon
the death of either of them, then in trust to permit the
Survivor to receive the said rents, issues, profits and income
to and for his or her use, as the Case may be, for and during
his or her life, and from and immediately after the
death of the Survivor of them, then in trust to have and
to hold, the said Real and personal property, together
with the future issue and increase of the female Slaves
and the rents, issues, profits and income of the said
Real and personal Estate, to and for the use, benefit
and behoof of the Child or Children of the said Arnold
and Eleanor, to be equally divided ~~between~~ between them
share and Share alike, if more than one, their heirs
and assigns forever, and if only one, then the same, to

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and for the Sole and Absolute use benefit and behoof
such Child, and Should any Child or Children of the
Arnold and Eleanor die during the lives of them
or of the Survivor of them leaving a Child or Children
the Child or Children of such Child or Children of
Said Arnold and Eleanor Shall represent his her or their
parents or parents, and take what his, her, or their parents
or parents would respectively have taken under this Deed
had he She or they survived the Said Arnold and Eleanor
the Share or Shares to which the Child or Children
the Grand Child or Grand Children of the Said Arnold and
Eleanor May be entitled to under this Deed, to be delivered
to him her or them upon his her or their respectively attaining
the age or ages of twenty one or day or days of man
which shall first happen, but Should the Said Eleanor
survive the Said Arnold there being no Child or
Children Grand Child or Grand Children of the said
Marriage then living to have and to hold the Said Real
and Personal property before Specified with the rents
issues profits and income thereof to and for the Sole and
benefit and behoof of the Said Eleanor free and discharged
from all and every other trust and Condition: And
Should the Said Arnold survive the Said Eleanor then
being No Child or Children, Grand Child or Grand Children
of the Said Marriage then living, in that Case one
Moity of the Said Real and personal property before
Specified, and one Moity of the Rents issues profits
and income thereof, to and for the Sole and benefit
behoof of the Said Arnold Remoussin his heirs and
Assigns forever free and discharged from all and
every other trust and Condition and the other Moity
thereof and of the Rents issues profits and incomes to do
for the use benefit and behoof of the Heirs at Law
of the Said Edward Lynch Absolutely and uncon
ditionally: it is further agreed by and between the said
parties this hereby declared to be the true intent and
meaning of these presents, that the Said Rents issues, profits
and income of the before mentioned Real and personal
property, Shall not in any event be Subject to the
Debt Contracts or engagements of the said Arnold
Remoussin, and in the event of the Creditors of

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both Arnold and Eleanor to have and to hold all
or encumbrances by any means or in Law or Equity
subject thereto to be a long paid therefrom to the
off such debts, Contracts or engagements which he or
the said right title and interests which the said
Arnold has, or is entitled to have in the said lands
ipuis profits and income, shall immediately cease and
determine, and the same from such time shall be
vested in the said Trustees, and in the Survivor of the
and in their heirs Executors Administrators and Assigns
of such Survivor, to and for the Sole use, benefit
and behoef of the said Eleanor, during her life in the
manner as if she were a female sole, or should she at
such period, not be living, then to and for the use, benefit
and behoef of the Child or Children Grand Children
Grand Children of the said Marriage, as the case
may be according to his her or their births and intents
in the said real and personal property, According to
this Deed: it is further agreed upon between the said
parties that the said Trustees and the Survivor of them
the Heirs Executors Administrators and Assigns of the
Survivors of them: That at and upon the joint request
in writing of the said Arnold and Eleanor, they shall
Sell Exchange and dispose of all or any part of the
said real and personal property in fee simple or
otherwise, for Cash or Credit according to the discretion
and judgment of the said Arnold and Eleanor.
Should such Sale and disposition by the said Trustees
or by the Survivor of them, be deemed adviseable
and shall make and execute good and sufficient
Conveyances therefor to the purchaser, or purchasers
thereof the monies arising from such Sale or Sale
to be by the said Trustee or Trustees or the Survivor
of them invested in other property real or personal,
which may shall be pointed out and designated by the said
Arnold and Eleanor, to be held by the said Trustees or
said, Subject to the same uses and trusts as are herein
before declared of and Concerning the said property
Sole and Exclusive of and in the opinion of
us that James Arnold the Trustee herein justly
languished about to make and execute good

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I do and doth agree to the purchase or purchases thereof
to them at Alcoves, to make sale or Exchange any part of
trust estate at any time before the said Edward Thomas Lynch
the other trustee herein named should arrive to the age of
twenty one Years. In witness whereof the said parties have
hereunto set their hands and seals the day and year first
above written.

Ed. Lynch (P.S.)

Jas. Lynch (L.S.)

(L.S.)

Sealed and delivered in the
presence of

Arthur M. Parker - Robert Browne — Ed. J. Lynch (L.S.)

Memorandum. the name of Scipio is erased in the thirtieth line
between the names of Sam and Violet and the name of Joe a Boy
the son of James and Hazel inserted in its stead - Also the
word mother, in the thirty second line between the words Mom and
Called - Witness - Robert Browne - Ed. Lynch

The State of South Carolina — Ed. Lynch

I Charles Tew one of the Justices - C. T. Lynch
of the Quorum do hereby certify unto all whom it may concern
that Mrs. Elizabeth Lynch the wife of the within named Edward
Lynch did this day appear before me, and upon being privately
and separately examined by me did declare that she did
fully voluntarily and without any compulsion dread a fear
of any person or persons whom soever known, release and forever
desist from the within named James and Edward Thomas
Lynch their Heirs and assigns all her interest and Estate
and also all her right and claim of power of in and to
all and singular the premises within mentioned and released
given under my hand and seal this eighth day of December
Anno Domini one thousand, eight hundred and eighteen

Charles Tew (L.S.)

Elizabeth

In the presence of the above named persons made out that he would
have Edward Lynch, Jerry Lynch and Edward J. Lynch
Seal and deliver the within instrument of writing forthwith
and for evermore mention the within Robert Browne
to the same

January 1819 / Robert Browne

Subscribed, Acknowledged & Recorded 17th February 1819 —

END