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trator and assigns forever, in trust nevertheless, to for, and upon the several, uses trusts intents and purposes, hereinafter expressed and declared of and concerning the same, that is to say in trust, to and for the sole use benefit and behoof, of the said Mary Hamlin until the solemnization of the said intended marriage and from and after the solemnization thereof, in trust, to and for the joint use benefit and behoof, of the said James Anderson, and Mary his wife, during their joint lives without being in any manner liable however, for, the present or future debts contracts or engagements, of the said James Anderson, And should the said Mary Hamlin survive the said James Anderson, then in trust, for the sole use benefit and behoof, of the said Mary Hamlin in for and during the term of her natural life, and from and after her death, for the use benefit and behoof, of such child or children of the said Mary Hamlin as shall be living at the time of her death, his her or their heirs executors administrators and assigns forever, share and share alike if more than one. But should the said James Anderson, survive the said Mary Hamlin then in trust for the sole use benefit and behoof of such joint issue of the bodies of the said James Anderson and Mary Hamlin as shall be living at the time of the death of the said James Anderson his her or their heirs, executors, administrators and assigns forever, share and share alike if more than one. And in the event of the said Mary Hamlin surviving the said James Anderson and before the death of the said Mary Hamlin any child or children of the said Mary Hamlin shall have married and died leaving lawfully begotten issue which shall be alive at the time of the death of the said Mary Hamlin or in case the said James Anderson, shall survive the said Mary Hamlin and before the death of the said James Anderson, any or either of the joint issue of the bodies of the said James Anderson shall survive the said Mary Hamlin shall have married and died leaving lawfully begotten issue which shall be alive at the time of the death of the said James Anderson then and in either of these cases in trust that the ^{child or} children of the said issue so dying as aforesaid shall have, take and receive the same share or shares in the property hereby intended to be conveyed and settled as his her or their parents would if alive at the death of the said survivor have had taken and received, to the use benefit and behoof of him her or them And his her and their heirs executors administrators and assigns forever. And in case the said Mary Hamlin shall survive the said James Anderson and leave no child or children or the issue of a child or children living at the time of her death or in case the said James Anderson shall survive the said Mary Hamlin

152 him and leave no joint issue of them the said James Anderson and Mary Hamlin or the issue of such joint issue living at the time of his death, then and in either of these cases, in trust to and for the use benefit and behoof of such person or persons and for such estate or estates as the survivor of them the said James Anderson and Mary Hamlin by deed ^{deed} executed, under his or her hand and seal, or in and by his or her last will and testament duly made and executed, shall nominate limit direct and appoint and in default or on failure and want of such nomination limitation direction and appointment in trust to and for the use benefit and behoof of the right heirs of the survivor of them the said James Anderson and Mary Hamlin their heirs executors administrators and assigns absolutely and forever free and discharged from all other and further uses and trusts. And it is hereby agreed by and between the parties to these presents, that it shall and may that it shall and may be lawful to and for the said Thomas Hamlin & his Hamlin trustees as aforesaid their heirs executors administrators and assigns by and with the consent and approbation and at the request of the said James Anderson and Mary Hamlin or the survivor of them (but not otherwise) such consent to be testified in writing under their hands and seals, or the hand and seal of the survivor, at all times to sell and dispose of all and singular the property real and personal mentioned in the said Schedule, and intended to be herein and hereby conveyed and settled. Provided and on condition that the proceeds thereof and of every part thereof (after paying the usual necessary expenses) be vested in such other property or interest of the said James Anderson and Mary Hamlin, or the survivor of them shall request direct and appoint, to be conveyed to the same uses, trusts, appointments and limitations herein before expressed and declared of and concerning the property hereby conveyed, and to no other use trust appointment or interest purpose or limitation whatsoever. In Witness whereof the said parties have hereunto set their hands and seals, the day and year first above written;

Sealed and delivered in the presence of
(the word survivor in the last line of the second page, having been first erased) the word "their" preceding heirs inserted in the first page twelfth line from the top the word "their" preceding heirs in the third page from the top of the third page was changed from his.

Susan Hamlin
John Whitesides.

Mary Hamlin L.S.
James Anderson L.S.
Thos. Hamlin L.S.
John Hamlin L.S.

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the foregoing
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Hamlin, and
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Schedule of the property, real and personal referred to

the foregoing deed of Marriage Settlement, and intended to be the same as
 the conveyance and settled, (viz) Nine acres and three eighths of an acre, being
 the eighth part of twenty five Acres of Land, in the Parish of Christ Church
 and State aforesaid formerly belonging to William Bennet, Bunting
 and Bounding South westwardly & Westwardly on the lands of Thomas
 Hamlin, and Northward and Eastward on lands of William Bennet
 Grace now the Estate Legare, and South East of Cooper's, ^{land} together
 with Seven Negroes, namely George, James, Martha, Jony, Richard, John
 Matha, and Chloe, One thousand dollars vested Six percent Stock
 of the City of Charleston & numbered in the certificate of the same
 Bank &c. Forty two Dated 15 July 1819 signed W. Rouse City
 Treasurer & Counter signed Daniel Stevens Treasurer,
 sealed and delivered in the presence of

Susan Hamlin, John Whitesides, } John Whitesides made oath
 that he saw Mary Hamlin James Anderson Thomas Hamlin and John
 Hamlin, sign and seal and deliver the within Marriage Settlement for
 the uses and purposes therein mentioned, and that he witnessed the
 same with Susan Hamlin, sworn to before me this 15 July 1819

Thos. C. Esq. J. Not. Pub. Recorded 18 July 1819

State of South Carolina

✓ This Indenture made the
 first day of June in the year of our Lord one thousand
 eight hundred and twenty Between Elizabeth Colman
 of the town of Beaufort in the Parish of St Helena in the
 District of Beaufort and State aforesaid Widow of the
 one part And Samuel Lawrence and George M. of
 the Parish District and State aforesaid Planters of
 the second part And Richard L. Lawrence and George
 W. Marshall of the Parish District and State aforesaid
 of the third part Whereas a Marriage by Gods pomp
 ion is shortly to be had and solemnized between the said
 Elizabeth Colman and the said Samuel Lawrence
 And Whereas the said Elizabeth Colman at the time
 of executing these presents is lawfully seized in her
 own rights as of Fee Simple of Twenty Seven Negro Slaves
 And Whereas upon the treaty of and previous to the
 Intended Marriage aforesaid it hath been and is
 agreed by and between the said Elizabeth Colman
 and the said Samuel Lawrence that the said

Twenty Seven Negroes whose Names are herein after
 mentioned shall be by her the said Elizabeth Colman
 granted bargained sold and assigned to and vested
 in them the said Richard & Lawrence and George
 W. Norralls their Heirs Executors Administrators and
 assigns Upon the special Trust and Confidence and
 to and for the several Uses intents and purposes herein
 after mentioned limited expressed and declared of
 and concerning the same Now this Indenture witness-
 eth that in pursuance of said agreement and in
 consideration of said intended Marriage and also
 of Five dollars by the said Richard & Lawrence and
 George W. Norralls in hand well and truly paid the
 receipt whereof is hereby acknowledged sh^t the
 said Elizabeth Colman by and with the knowledge
 and consent of the said Samuel Lawrence her inten-
 ded Husband hath granted bargained sold and
 assigned unto the said Richard & Lawrence and
 George W. Norralls their Heirs Executors Adminis-
 trators the following Negro Slaves to wit Minda Betty
 Kate Rose Jim Kate Fortune Peter Glas Bacchus
 Abraham Sarah Celia Chance Silvia Tom Tenes Jimmy
 Nancy Lauretta James Maria Charlotte Catharine -
 Hackley Jessy and Jim together with the future issue
 and increase of the females together with all & the Negro
 Slaves or Personal Estate of whatsoever the same may con-
 sist which the said Elizabeth Colman may hereafter
 be entitled to in or in title to by way of descent or other
 wise or in any manner ways or means whatsoever and if
 the same was herein particularly named or described
 with the future issue and increase of the females of
 said Slaves To Have and to Hold the said Negro
 Slaves above mentioned with the future issue and
 increase of the females together with all other Negro
 Slaves and their issue or other Goods and Chattels which
 the said Elizabeth Colman may hereafter inherit or
 obtain during her intended Marriage unto them the
 said Richard & Lawrence and George W. Norralls
 their Heirs Executors Administrators and assigns Upon
 the special Trust and Confidence Now the kept to and for
 the several Uses intents and purposes herein after mentioned

limited expressed and declared that is to say, in Trust to the use and behoof of the said Elizabeth Colman until the said intended Marriage between her and the said Samuel Lawrence her intended Husband shall be had and solemnized and from and after the solemnization thereof Then in Trust to the use and behoof of the said Elizabeth Colman for and during the term of her Natural life Yet nevertheless in Trust to provide and suffer the said Elizabeth Colman to have use and employ the said Negro Slaves and the future issue and increase of the females and to receive and take the profits and earnings of them and every one of them to her own proper use and benefit notwithstanding her Coverture And it is further expressly understood by and between all the parties to these presents that the said Negro Slave above mentioned with the future issue and increase of the females or whosoever she may hereafter acquire shall not at any time be subject to the debts of the said Samuel Lawrence contracted either before or after Marriage and in case of the death of the said Elizabeth Colman before the said Samuel Lawrence Then in Trust to the use and behoof of the Heirs generally of the Body of the said Elizabeth Colman by the said Samuel Lawrence her intended Husband and William Colman her present sole share and share equally and for want of such issue and the death of the said William Colman without the Marriage or issue of either then in Trust to the said Samuel Lawrence for and during his Natural life yet it is perfectly understood that should the said Elizabeth Colman die before the said Samuel Lawrence he shall nevertheless work and receive the profits of the said Negro Slaves with the future issue and increase of the females until the same is divided among the Children aforesaid But in case the death of all the parties above mentioned or contemplated Then in Trust to the present children of the said Elizabeth Colman to wit Elizabeth Jane and Stephen Lawrence to them and their heirs forever In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals

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the day and year first above written —

Signed sealed & delivered in the presence of Peter Ulrich } ~~Sam~~ Colman (L.S.)
 Morris Barnard } Sam^r Lawrence (L.S.)
 R. F. Lawrence (L.S.)

Personally appeared before me Morris Barnard who being duly sworn said that he was present and saw the said Elizabeth Colman Samuel Lawrence and R. F. Lawrence sign seal and deliver the within mentioned instrument of writing for the purposes therein mentioned.

Morris Barnard

Sworn to before me this 18 June 1820 David Turner D. U.

Recorded 10 August 1820

The State of South Carolina

This Indenture

of two Parts made this twenty second day of July in the Year of our Lord one thousand eight hundred and twenty between Elizabeth wife of the City of Charleston, South Carolina and Maham Haig of said Johns Parish, Physicians of the one Part and Maurice Simons of the City of Charleston of said State and Isaac Holle Esquire also of the same place Physician of the other Part. Whereas the said Elizabeth Motte is entitled to one undivided fourth part of three tracts of land known by the name of "Hobbsworth" and the same situate lying and being in the Parish of said Johns County which said tracts of land were devised by the late John Broughton Esquire to Alexander Broughton Motte the brother of the said Elizabeth Motte who afterwards died intestate. And whereas the said Elizabeth Motte is also possessed in her own right of the following negro Slaves to wit: Harriet, Phillis, Cassia, Sarah, Hobson and Sam, and the following Furniture to wit: two Mahogany Wardrobes, one Mahogany Chest, with bed & trunks complete, a Mahogany table and a basin stand, and she will also be entitled to a proportion of the Estate of her father the late Colonel Isaac Motte, under his Will, after the payment of his debts, And whereas a Marriage by Gods permission is intended to be shortly had and solemnized between the said Maham Haig and the said Elizabeth Motte and upon treaty thereof it hath been agreed by and between the said Maham

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157 Haig and the said Elizabeth Motte (testified by his being
a party to and executing these presents) that all and singular
the Negroes, furniture and other property aforesaid to which
the said Elizabeth Motte is now or hereafter may be entitled
should be given, granted, released and transferred by the said
Elizabeth Motte unto the said Maurice Simons and Isaac
Motte Campbell, their, heirs, Executors, administrators
and assigns to for and upon the uses, trusts, intents and pur-
poses hereinafter expressed, and declared of and concerning
the same. And this Indenture Witnesseth that the said
Elizabeth Motte, by and with Privy, consent and approbation
of the said Maham Edie (testified by his being a party
to and executing these presents) in consideration of the said
intended Marriage, and also in consideration of one dollar
to her in hand paid, as is before the sealing and delivery of
these presents by the said Maurice Simons and Isaac Motte
Campbell, well given, granted, bargained, sold, released
and transferred and dole, fully, give, grant, bargain-
sell, release and transfer unto the said Maurice Simons and
Isaac Motte Campbell all one undivided fourth part
of the Plantations or Tracts of land aforesaid situate
by the names of Tiddesworth, and the Farm, and also
all the undivided share and proportion to which the said
Elizabeth Motte shall or may be entitled from the Estate
of her late Father as aforesaid, and also all and singular
the said Six Negro Slaves, videlicet, Phillis, Cassius,
Leah, Helen and Sam together with the future issue and
increase of the Females, and also all and singular the land-
time aforesaid, to have and to hold, all and singular the
said property real and personal unto the said Maurice Simons
and Isaac Motte Campbell, their, heirs, Executors, administrators
and assigns, for ever. In trust nevertheless to for and upon the
following, uses, trusts, intents, and purposes, and none other
whatsoever, that is to say in trust to and for the sole use
Benefit and School of the said Elizabeth Motte until the
Solemnization of the said intended Marriage, And from
and immediately after the solemnization of the said intended
Marriage, in trust to and for the joint use Benefit and
School of the said Maham Edie and Elizabeth Motte
during their joint lives without being in any manner
liable for the present or future debts, contracts or engagements

130 ments of the said Maham Haig and from and after the death
of either of them the said Maham Haig and Elizabeth Mott
in trust for the sole use, benefit and behoof of the survivor
of them for and during the term of his or her natural life and
from and after the death of such survivor, in trust for the use
Benefit and Behoof of the Term issue of the Bodies of them
the said Maham Haig and Elizabeth Mott living at the time
of the death of such Survivor, if one, then for the sole use, Benefit
and behoof of that one his or her heirs, executors, administrators
and assigns for ever. And if more than one then to the use, be-
nefit, and behoof of them their heirs, executors, administrators
and assigns for ever. I have and have shewed, And in trust =
also that if at the time of the death of the survivor of them
the said Maham Haig and Elizabeth Mott, any of of the
Term issue of their Bodies shall have died leaving issue law-
fully begotten, ^{that the lawfully begotten} issue of such child or children so dying
as aforesaid shall have, take and receive the same share or
shares in the property herein and hereby conveyed and settled
or intended so to be as his, her or ~~their~~ Parents if
alive at the time of the death of such Survivor should have
had taken and received. But in case there shall be no joint
issue of the Bodies of them the said Maham Haig and Elizabeth
Mott or the lawfully begotten issue of such joint issue, living
at the time of the death of the survivor of them the said Maham
Haig and Elizabeth Mott, then and in that case in trust
to and for the use, Benefit of such person or persons, now for ever
estate or estates, as the said Survivor by deed duly executed un-
der his or her hand and seal, or in and by his or her last will
and testament duly made and executed, shall nominate, limit,
direct and appoint, and in default or on the failure and want
of such nomination, limitation, direction and appointment, in
trust to and for the use, Benefit and Behoof of the right heirs
of such Survivor, their heirs, executors, administrators and assigns
absolutely and for ever, freed and discharged from all other
and further use and trusts whatsoever. And for the
Considerations aforesaid the said Maham Haig and Elizabeth
Mott for themselves, their heirs, executors and administrators
do hereby and lawfully covenant, promise and agree to and
with the said Maurice Simons and Isaac White Campbell
their their heirs executors and administrators in manner
and form following, that is to say, that they the said =

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159 Maham Haig and Elizabeth Motte or the Survivors of them
shall and will from time to time and at all times after the
Solemnization of the said intended Marriage bargain, sell
transfer and convey to the said Maurice Simons and Isaac
Motte Campbell, their heirs, executors, administrators and assigns
all and singular the Property real or personal which shall
or may at any time or times thereafter happen to fall or come
to the said Elizabeth Motte in her own right or to the said
Maham Haig in right of the said Elizabeth Motte by inheri-
tance or by purchase, or in any other manner or way whatsoever
to have and to hold the said property and every part and parcel
thereof unto the said Maurice Simons and Isaac Motte Campbell
their heirs, executors, administrators and assigns for ever, subject
nevertheless to and for the same uses and trusts, intents and
purposes as are herein before limited, expressed, and declared
of and concerning the Property herein and hereby above
conveyed and settled, or intended to be conveyed and settled.
And also that they the said Maham Haig and Elizabeth
Motte or the Survivors of them shall and will at all times
after the division and distribution of the Estate of the late
Colonel Isaac Motte (the father of the said Elizabeth Motte)
at the reasonable request of the said Maurice Simons and Isaac
Motte Campbell, their heirs, executors, administrators or assigns
but at the proper Costs and charges of them the said Maham Haig
and Elizabeth Motte or the Survivors of them, make, do, execute
and deliver or cause to be made, done, executed, and delivered
all and every such further and other lawful and reasonable
act and acts, thing and things and conveyances in the Law
whatsoever for the further and better conveying and settling
all and singular the property real and personal which shall or
may fall to the share of the said Elizabeth Motte upon such
division and distribution, unto the said Maurice Simons
and Isaac Motte Campbell their heirs, executors administrators
and assigns, subject nevertheless to and for the same uses, trusts
intents and purposes, herein before expressed and declared
of and concerning the property hereby settled and conveyed
as by them the said Maurice Simons and Isaac Motte Campbell
their heirs, executors, administrators or assigns, or their Counsel-
lors learned in the Law shall be reasonably advised, devised
or required. And it is hereby expressly agreed and de-
clared by and between the parties to these presents that

160 it shall and may be lawful to and for the said Maurice Simons
and Isaac Mott Campbell (Trusted as aforesaid) their heirs
Executors Administrators and assigns by and with the Consent
and approbation or at the request of the said Maham Haig and
Elizabeth Mott or the Survivors of them (but not otherwise) such
Consent, approbation or request to be testified in writing under
their hands and seals or the hands and seal of the Survivors, at
all times to sell and dispose of all and singular the Property
real and personal herein and hereby conveyed and Settled
or intended to be conveyed and Settled, provided and on condition
that the Proceeds thereof and of every Part and Grace thereof
be vested by the said Maurice Simons and Isaac Mott
Campbell their heirs, executors, Administrators, or assigns
in such other Property or Interest as the said Maham Haig
and Elizabeth Mott or the Survivors of them shall request
direct and appoint to be conveyed to the same use, trusts
appointments and limitations, herein before expressed and
declared of and concerning the property herein and hereby
conveyed and settled as Intended so to be, and to no other
use, trust, intent, purpose, limitation or appointment whatever
All which things of the said Parties to the Presents have
hereunto set their hands and seals this day and year last above
written

Witness our Hands and Seals in
the Presence of
Charlotte Broughton, Mary Mott
Maurice Simons
Elizabeth Mott (28)
H. C. H. Haig (28)
Maurice Simons (28)
Mott Campbell (28)

I Seal Simons made oath that he
was present and saw Elizabeth Mott, H. C. H. Haig, Maurice Simons
and Mott Campbell. He gave Seal and delivered the within in-
strument of writing for the uses and purposes therein mentioned
and that he was Elizabeth Broughton & Mary Mott witnessed
the same. Signed to Before me this

1st of August 1820 - James Ivory 2d

Executed August 10th 1821

The State of South Carolina

This Indenture
made the twenty first day of August in the year of our Lord
one thousand Eight hundred and twenty at Charleston
in the State aforesaid Between M^{rs} Francis Veronica

Hummington
and
and

167 Rasdale Widow of John W Rasdale late of Charleston
of the first part & J H Rumphs of the same place of the second
part and Francis Sue Trustee appointed for the uses intents
and purposes hereinafter mentioned expressed and declared of
the same place of the Third Part Witnesseth - Whereas a
marriage is shortly intended to be had and so solemnized -
Between the said M^{rs} Frances Veronica Rasdale and
the said Party of the second part And Whereas upon
the death of the said John W Rasdale Intestate the said
M^{rs} Frances V Rasdale became seized of possessed and entitled
to the Estate and property hereinafter described And it appe-
ared expedient and has been agreed upon Between the said par-
ties that a settlement should be made of the said Estate
and property as is hereinafter mentioned Now this
Indenture witnesseth that in consideration of the
said intended Marriage and in pursuance and perfor-
mance of said agreement on the part of said M^{rs} Frances
Veronica Rasdale in this behalf and in consideration of
the sum of Five Dollars to her the said M^{rs} Frances Veronica
Rasdale in hand paid by the said Trustee at and before the
sealing and delivery of these presents the receipt whereof
is hereby acknowledged and for divers other good causes and
valuable considerations her thereto moving She the said
M^{rs} Frances Veronica Rasdale ^{with} the consent and approba-
tion of the said J H Rumphs her intended husband and testi-
fied by his being a party to and sealing and delivery of these
presents hath granted bargained sold released conveyed assign-
ed & transferred and by these Presents doth bargain sell release
convey assign & transfer unto the said Francis Sue Trustee
as aforesaid his heirs executors administrators and assigns all
the right Title Interest and Estate of the said M^{rs} Frances
Veronica Rasdale of in to out of the property both
Real and personal belonging to the said John W Rasdale
at the time of his death Which said Right Title Interest
and Estate by the act of the Legislature of South Carolina
now consist in a third undivided share or proportion of
and in a Lot of Land Known by the number
situate lying and being in the village of ~~Hampton~~ ^{Hampton} and ~~Sumner~~
on Charleston Neck fronting on Sumners Street measuring
and containing one hundred and twenty seven Feet in front
and two hundred and seventy four Feet in depth a lot of Land

162 in the Village of Washington Known by the Number ~~Three~~
Fronting on Gadsden Street fifty two and a half feet and mea-
suring one hundred and forty eight feet in depth a lot of land
situate in the Village of Washington Known by the Number
twelve (12) Fronting on Pinkney Street fifty two and a half feet
and measuring one hundred and forty eight feet in depth A House
and Lot of Land Situate on the East side of Meeting Street -
Road near the Village of Hampstead measuring and con-
taining one hundred feet in front and one hundred and seventy
five feet in depth in Wolf Street Together with all and
singular the buildings on the said Lots of Land and their rights
members and appurtenances the conveyances of which several
Lots of Land ^{and} upon Record in the Office of Register of Mes-
sages and upon a reference to which the description
of the said Land will more fully appear and is particularly
set forth and mentioned also a Third part or Share of in and to a
female Slave named Bona and her child Susanna and another
female Slave named Claripa with their future issue and also
third part or share of in and to the goods and chattels and articles
of household and Kitchen furniture and Groceries contained
expressed and mentioned in the Schedule hereunto annexed -
To Have ~~and to~~ Hold receive and take the said
Real Estate and the said Negroes and also the said articles
of Household and Kitchen Furniture and Groceries and every
part thereof respectively unto and by the said Frances Sue
Trustee as aforesaid his heirs Executors Administrators and
assigns But never the less upon the Trusts and to and for the
intents uses and purposes hereinafter expressed mentioned
and declared of and concerning the same that is to say -
In Trust for the said Mrs Francis Veronica Rasdale her
heirs Executors Administrators and assigns until the said
intended Marriage shall be had and solemnized and from
and immediately after the solemnization thereof then in
trust for the sole separate distinct and absolute use benefit
and behoof of the said Mrs Francis Veronica Rasdale Not
withstanding her coverture her heirs Executors and Adminis-
trators as fully and effectually to all intents and purposes
~~whatsoever~~ and free clear and exclusive and completely
discharge of and from all liability without intermeddling
gift devise or disposition and of and from all and any of the
debts dues contracts or engagements now or at any time

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hereafter to be entered into or contracted ^{account} ^{of} ^{any} ^{of} ^{the} ^{same} ^{by} ^{the} ^{said} ^{J^r H^c Rumph} her intended husband and upon the further trust that it shall and may be lawful to and for the said Francis Sue Trustee as aforesaid at any time when there requested by the said Mrs Francis Veronica by any instrument of writing under hand and seal and executed in the presence of two witnesses to sell dispose of convey and assign the said Real and personal Estate to any person or persons whomsoever according to the directions as aforesaid by the said Mrs Francis Veronica Rasdale and upon this further trusts to the use and behoof of such person or persons as the said Party of the first part by her last will and Testament in writing to be by her signed and published in due form of Law shall direct and appoint devise and bequeath - which said will and Testament the said party of the second part authorizes her to make and execute and by his signature and Seal to these presents doth confirm to the use of such person or persons free from and clearly discharged of and from any Trusts limitation or restriction whatsoever In Witness whereof the parties hereto have set their hands and seals the day and year and at the place aforesaid -

Sealed and delivered in the presence of { Francis V Rasdale (L S)
J^r H^c Rumph (L S)
uncle of Peter Gauth Francis X good Francis Sue (L S)
Schedule referred to in the within Settlement.

one Mahogany Bedstead, one small Mahogany Bedstead -
one Mahogany Oak Mahaps one Mahogany Chest of Drawers one
Mahogany Tea Table 5 Mahogany Chairs one Sofa Case one
Mahogany Knife Case Nine wooden chairs one Feather Bed one
Blankets Sheets Mattap Blankets Sheets one Mahogany Secretary
one Mahogany Dining Table with ends one Looking Glass 2 Stools
one Mahogany cabinet one pair plated candlesticks 1 wooden
settee one Iron Tea Caddy one pair Brass fire Dogs fender -
Shovel Tongs and other Sundry articles of Kitchen furniture
of the value of - - 50 Dollars The contents of a grocery Store
of the value of - 50 Dollars and articles in the same line
Purchased from time to time with the proceeds of the contents
of said Store Sundry articles of Crotery ware of the value of
one horse and cart { Francis V Rasdale
Peter Gauth made oath that he saw { J^r H^c Rumph -
Francis V Rasdale set her mark and seal Francis Sue -

84p J. H. Rump & Francis Sue sign seal & deliver the said
Marriage Settlement also that he saw them sign
deliver the above Schedule for the uses & purposes there
in mentioned & that he witnessed the same with ^{himself} ~~himself~~
Sworn to before Me?
this 11 September 1829 Benj Ely Not Pub
Recorded 11 September 1830

State of South Carolina

✓ This Indenture
tripartite made the thirty first day of May in the
year of our Lord one thousand eight hundred and
Twenty Between Sarah & Branford of the Parish of
Prince William in the District of Beaufort and State
aforesaid Widow of the one part and Richard D. Broughton
of the parish of St Luke in the District and State
aforesaid Planter of the second Part and James Sharpe
Planter and Paul Ulmer Merchant both of the District
and State aforesaid of the third Part WHEREAS a
Marriage by Gods permission ~~permissum~~ is shortly
intended to be had and Solemnized between
the said Sarah & Branford and Richard D. Broughton
And Whereas the said Sarah & Branford at the
time of executing these presents is lawfully seized in her
own right of Ten Slaves to wit. Penus, Danielle, Stephen
Phoebe Judy Sue Ben Carpenter June Tom and Mary
And Whereas upon the treaty of and previous to the
intended Marriage aforesaid it hath been and is agreed by
and between the said Sarah & Branford and Richard
Broughton that the said Negro Slaves shall be by her
granted released and assigned to and Vested in them
the said James Sharpe and Paul Ulmer their heirs
executors Administrators and assigns upon the spe-
cial Trust and confidence and to and for the several uses
intents and purposes hereinafter mentioned limited
expressed and declared of and concerning the same
Now this Indenture Witnesseth that in pursu-
ance of said agreement and in consideration of said
intended Marriage and also of Five Dollars by the said
James Sharpe and Paul Ulmer in hand well and truly
paid the receipt whereof is hereby acknowledged and for
divers other reasons good causes and considerations her

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103 herewith specially moving she the said Sarah Bradford
by and with the knowledge and consent of the said Richard
S Broughton her intended husband hath granted bargained
sold released and by these presents doth grant bargain
sell and release and in plain open market deliver unto
the said James Sharpe and Paul Ullmer their heirs executors
administrators and assigns all the negro slaves
above mentioned together with the future issue and increase
of the females and also all other negro slaves with the future
issue and increase of the females which may descend or come to her the said Sarah Bradford by way of
descent or otherwise to have and to hold the said
Negro Slaves with the future issue and increase of
the females unto the said James Sharpe and Paul Ullmer
their heirs executors administrators and assigns upon
the special Trust and Confidence Nevertheless to and for the several uses intents and purposes hereinafter
mentioned In Trust to and for the said Sarah Bradford
her Executors administrators and assigns until
until the solemnization of the said intended Marriage
and from and after the solemnization thereof then In
Trust that the said James Sharpe and Paul Ullmer
their Executors administrators do and shall permit and
suffer the said Sarah Bradford to have use work and
employ the said Negro Slaves and the future issue and in-
crease of the females and to receive and take the profits
and earnings of them and every of them to her proper use
and benefit notwithstanding her coverture for and during
the term of her natural life And in case she should
die before her intended Husband the said Richard S
Broughton then in Trust for the children Barnaby May
and Godby Bradford together with the children generally
she may have by her intended husband Richard S Broug-
ton share and share equally and alike when they shall
respectively arrive to the age of twenty one year or day
marriage which shall first happen and upon the death
of the children above mentioned or either of them or the
child or children hereafter to be born from the intended
Marriage unmarried or before he she or they shall have
arrived to the age of twenty years then the share or shares
of such child or children shall go to the survivor or survivors

166 of them share and share alike But in case of the death of
all the children above mentioned and contemplated then
in Trust for the said Richard T Broughton his heirs
and assigns for ever It is also understood by and between all
the parties to these presents that the said Richard T Broug-
ton shall always work and manage the Negroes Slaves
above mentioned from the day of the solemnization of the inter-
ded marriage to the division among the children as above
contemplated But in case her present children Barnaby
Mary and Paddy should succeed in the present suit
now depending for their fathers property Then in Trust for
the future issue of the interded marriage only -
In witness where of the parties to these presents have
hereunto interchangeably set their hands and seals the
day and year first above written -

31 May 1820 - Sarah T Beauford (21)
Signed sealed & delivered in the Pres^{ence} of Richard T Broughton (21)
presence of Thomas Abbegeton James Thayer (21)
James Broughton T B Tudor Paul Ulmer (21)
State of South Carolina & Bartholomews Parish
Personally appeared before me T B Tudor who being duly
sworn deposed & saith that he was present & saw within
persons Sign Seal & deliver the within^{for} for the within pur-
poses mentioned viz that is to say he saw Thomas Abbegeton
& James Broughton Sign as witnesses with himself
Sworn to before me } F B Tudor
This 4th Sept 1820 } Wm H Collins JP

Recorded 4 September 1820
State of South Carolina
Chancery District } This Indenture of three parts
made the third day of July in the year of our Lord one thousand
Eight hundred and twenty and in the thirtieth year of the Independence
of the United States of America Between Elizabeth Tucker of
the first part John Antinis son of S. Helena of the second part
and George W Sherrman of S. Helena parish within the State aforesaid
of the third part Witnesseth that for and in consideration of a
marriage intended (by fair promise) to be shortly had and
solemnized Between the said Elizabeth Tucker and the said
George W Sherrman and for the settling and securing the pro-
perty hereinafter mentioned the said Elizabeth Tucker
hath granted bargained and sold for and by these presents doth

grant bargain and sell unto the said John Jenkins Jun. his heirs and
assigns all the personal Estate together with some as hereafter whatsome
which the said Elizabeth Tucker is now or may be hereafter possessed
of to have and to hold the said Estate above granted unto and assigned
unto the said John Jenkins Jun. his heirs and assigns
to and for the several uses intents and purposes herein after mentioned
(that is to say) that from and after the solemnization of the said marriage
to the use and behoof of the said George W Shearn and his assigns
for and during the natural life of the said Elizabeth Tucker without
impairment of waste and from and after the decease of the said Elizabeth
Tucker to the use and behoof of the said John Jenkins Jun. and his heirs and
assigns in trust for the use of the heirs of the Body of the said
Elizabeth Tucker by the said George W Shearn and her heirs and assigns
lawfully begotten and if no want of such issue the said half of the
above granted Estate to the use and behoof of the said George W Shearn and
his heirs and assigns for ever and the other half to be equally
divided between the children of the said Elizabeth Tucker now living by
names Isaac Wait Tucker and Martha Wait Tucker their heirs and
assigns for ever any thing herein contained to the contrary hereof not-
withstanding In Witness whereof the parties to these presents have
hereunto set their hands and seals the day and Year first above written
Signed sealed and delivered

In the presence of

W B Booth John Sugg

Elizabeth Tucker (23)

John Jenkins Jun. (23)

George W Shearn (23)

William Robertson makes oath that he has seen Elizabeth Tucker and

John Jenkins Jun. and George W Shearn and signs the

same and the within mentioned parties to the use of the

same and the within mentioned parties to the use of the

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same and the within mentioned parties to the use of the

said Ellen Merkle and the said James Sparrow and it has been agreed upon the treaty of the said intended marriage that all the Estate and property and also the choses in action of which the said Ellen Merkle is in any way seized and possessed which said Estate and property will hereafter be more specifically expressed and referred to) shall be settled limited and disposed of according to the settlements limitations appointments uses Trusts limitations restrictions and conditions hereof or set forth and mentioned of and concerning the same Now therefore this Indenture witnesseth that the said Ellen Merkle and James Sparrow for the considerations aforesaid and for the further valuable consideration of one Dollar to them ^{well and truly} in hand paid by the said Whiteford Smith the receipt whereof is hereby acknowledged they the said Ellen Merkle and James Sparrow have granted bargained sold aliened remised released conveyed enfeoffed and confirmed and do grant bargain sell aliened remise release convey enfeoff and confirm by these presents unto the said Whiteford Smith all the real Estate or interest growing out of any real Estate of her the said Ellen Merkle either in this State or the State of New York in consequence of the death of her late husband which real estate principally consists in a dower right in the city of New York of about the value of four hundred dollars and also of a certain proportion of a certain real estate in the city of Charleston to wit part of a range of brick buildings or stables in church Street ^{namely} opposite Cumberland Street part of a lot adjoining the same to the southward on which another range of brick stables has lately been erected also part of a lot at the east ^{end} of the first mentioned large long stables bounded westwardly by Philadelphia Street and running eastwardly to some distance towards State Street all which said estate was lately sold together and intire to John Billings and John Atchison as the whole stable establishment for the sum of thirteen thousand five hundred dollars part of which is paid and part secured by mortgage in which said Ellen Merkle is interested all which will more fully and largely appear by reference to the records of the court of Equity in the cases of Cornelius W Nanamast administrator and J P Foot H Foot and Eliza Foot heirs at law of Ala Foot vs Ellen Merkle Christopher Merkle George Merkle A Merkle heirs at law of Frederick Merkle Christopher Merkle and -

Heirs a Foot and to and to est as fore to the after ations have in pla grant open action. Under red to a note name and of relate the s. White et to that al for propo the se behov suffer nes pr to her and s Sparrow and for then s ted as heres said trons ring any by re

Heirs at law of Ada Foot George Merkley as heirs at law of Ada
Foot and Adam Merkley as heirs at law of Ada Foot To have
and to hold the whole of the said real estate or such interest
as the said Ellen Merkley has therein to him the ^{said} Whiteford
Smith his heirs and assigns for ever Subject nevertheless
to the several uses trusts limitations and appointments herein
after expressed of and concerning the same and for the considera-
tions aforesaid the said Ellen Merkley and James Sparrow
have granted bargained sold assigned transferred set over and
in plain and open market delivered and by these presents do
grant bargain sell assign transfer set over and in plain and
open Market deliver all the personal property and choses in
action of the said Ellen Merkley which consist principally of
undry articles of household furniture worth about six hun-
dred dollars a note of James Sparrow for eight hundred dollars
a note of John Foot for nineteen hundred dollars a negro boy
named William worth seven hundred dollars and three three
dand five hundred dollars depending in suit in the West Indies
relative to the sale of a cargo of horses to have and to hold all
the said personal property and choses in action unto the said
Whiteford Smith his executors administrators and assigns sub-
ject to the following uses trusts limitations and appointments
that is to say as regards both the real estate and personal
property in trust to receive the rents issues income or
profits of every description together with the interest and to apply
the same to the sole separate and exclusive use benefit and
behalf of the said Ellen Merkley or in trust to permit and
suffer her the said Ellen Merkley to receive the rents issues
profits and interests of every kind and apply the same
to her sole separate and exclusive use benefit and behalf
and should the said Ellen Merkley survive the said James
Sparrow (none of whose debts are to be paid out of the estate
and property herein settled or any interest arising therefrom)
then upon this further trust that all the trust herein limited
shall cease and all the estate property and every thing
herein contained shall revert unconditionally to the
said Ellen Merkley as a feme sole and lastly upon the
trust that the said Ellen Merkley may at any time du-
ring her coverture with the said James Sparrow by
any deed or will subscribed by three or more witnesses
by way of appointment sell or dispose of or devise and

108 said Ellen Merkle and the said James Sparrow and
it has been agreed upon the treaty of the said intended
Marriage that all the Estate and property and also the
choses in action of which the said Ellen Merkle is in any
way seized and possessed which said Estate and property
will hereafter be more specifically expressed and referred
to) shall be settled limited and disposed of accor-
ding to the settlements limitations appointments uses
Trusts limitations restrictions and conditions here-
after set forth and mentioned of and concerning the same
Now therefore this Indenture witnesseth that the said
Ellen Merkle and James Sparrow for the considerations
aforesaid and for the further valuable consideration
of one Dollar to them ^{well and truly} in hand paid by the said White-
ford Smith the receipt whereof is hereby acknowledged
they the said Ellen Merkle and James Sparrow have
granted bargained sold aliened remised released convey-
ed enfeoffed and confirmed and do grant bargain sold
aliened remise release convey enfeoff and confirm by these
presents unto the said Whiteford Smith all the real Estate
or interest growing out of any real Estate of her the said
Ellen Merkle either in this State or the State of New-
York in consequence of the death of her late husband which real
estate principally consists in a dower right in the city of New
York of about the value of four hundred dollars and also of a certain
proportion of a certain real estate in the city of Charleston to wit
part of a range of brick buildings or stables in church Street ^{namely} oppo-
site Cumberland Street part of a lot adjoining the same to the south
ward on which another range of brick stables has lately been erec-
ted also part of a lot at the east ^{end} of the first mentioned large long
Stables bounded westwardly by Philadelphia Street and running
eastwardly to some distance towards State Street all which said estate
was lately sold together and intire to John Billings and John Atchison
as the whole stable establishment for the sum of thirteen thousand
five hundred dollars part of which is paid and part secured by
mortgage in which said Ellen Merkle is interested all which will
more fully and largely appear by reference to the records of the court
of Equity in the cases of Cornelius W Vanorant Administrator
and J P Foot H Foot and Oliver Foot heirs at law of Ala Foot vs
Ellen Merkle Christopher Merkle George Merkle A Merkle
heirs at law of Frederick Merkle Christopher Merkle and -

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Heirs at law of Ala Foot George Merkle ad heirs at law of Ala
Foot and Adam Merkle ad heirs at law of Ala Foot To have
and to hold the whole of the said real estate or such inter-
est as the said Ellen Merkle has therein to him the ^{said} White
ford Smith his heirs and assigns for ever Subject nevertheless
to the several uses trusts limitations and appointments herein
after expressed of and concerning the same and for the consider-
ations aforesaid the said Ellen Merkle and James Sparrow
have granted bargained sold assigned transferred set over and
in plain and open market delivered and by these presents do
grant bargain sell assign transfer set over and in plain and
open Market deliver all the personal property and choses in
action of the said Ellen Merkle which consist principally of
undry articles of household furniture worth about six hund-
red dollars a note of James Sparrow for eight hundred dollars
a note of John Foot for nineteen hundred dollars a negro boy
named William worth seven hundred dollars and three three
dand five hundred dollars depending in suit in the West Indies
relative to the sale of a cargo of horses to have and to hold all
the said personal property and choses in action unto the said
Whiteford Smith his executors administrators and assigns sub-
ject to the following uses trusts limitations and appointments
that is to say as regard both the real estate and person-
al property in trust to receive the rents issues income or
profits of every description together with the interest and to apply
the same to the sole separate and exclusive use benefit and
behoo of the said Ellen Merkle or in Trust to permit and
suffer her the said Ellen Merkle to receive the rents is-
sues profits and interests of every kind and apply the same
to her sole separate and exclusive use benefit and behoof
and should the said Ellen Merkle survive the said James
Sparrow (none of whose debts are to be paid out of the estate
and property herein settled or any interest arising therefrom)
then upon this further trust that all the trust herein lim-
ited shall cease and all the estate property and every thing
herein contained shall revert unconditionally to the
said Ellen Merkle as a feme sole and lastly upon the
trust that the said Ellen Merkle may at any time du-
ring her coverture with the said James Sparrow by
any deed or will subscribed by three or more witnesses
by way of appointment sell or dispose of or devise and

170 bequeth all the estate and property and everything herein contained
to whomsoever she may think proper in the same manner as if she
were sole and unmarried without any let or hindrance And finally
the said Ellen Merkle and James Sparrow covenant that they
will at all times hereafter at the reasonable request of the
said Whiteford Smith and at his proper costs and charges make
do and execute such further and other assurance as his counsel-
learned in the Law may advise devise and require In Witness
whereof the parties hereunto have set their hands and affixed
their seals on the day and year first above written
Ellen ^{her} Merkle (L.S.) James Sparrow (L.S.) Whiteford Smith (L.S.)
^{mark} sealed and delivered in the presence of Robert Clark Deed
Polly James Calder - Robert Clark made oath that he saw Ellen
Merkle set her mark and seal, and James Sparrow and Whiteford Smith sign
and deliver the foregoing instrument of writing for the uses and purposes there-
in mentioned & he with said Polly and James Calder witnessed the same -
Inwitness before me this 14 October 1820 Benjamin Not pub.

Recorded 14 October 1820.

South Carolina

This Indenture made the twenty
third day of October in the year of our Lord one thousand eight hundred
and twenty one in the forty fifth year of the sovereignty of the United
States of America between Emma A. Gibbs
and John G. Shortreed of Charleston of the one part
and Joseph S. Gibbs and John Rears Gibbs of the
same place of the other part Witnesseth that
the said Emma A. Gibbs and John G. Shortreed for
and in consideration of the sum of One Dollar
to them in hand paid by the said Joseph S. Gibbs
and John Rears Gibbs, at or before the sealing and delivery
of these presents the receipt whereof is hereby acknowledged
Have granted, bargained, and sold and by these
presents do grant, bargain & sell unto the said Joseph
S. Gibbs and John R. Gibbs their executors, administrators
and assigns all that certain messuages and lot of
land lying & being in Headborough in Charleston next
and near the Second Presbyterian Church measuring
and containing One Hundred & twenty feet front and
ninety feet deep, Putting it in Trust to the use
of Elizabeth Church, to the south of the same and
reserved for a church, to the East on a lot belonging

to Benjamin S. Gibbs and to the north on Land
 belonging to which said lot of land is subject
 to a lease having date the first day of November
 in the year of our Lord one thousand eight hundred
 & nineteen from the said Emma S. Gibbs to Margaret
 Gordon for ten years whereof nine years are still
 unexpired: also all that certain farm or
 messuages situate, lying & being in Charleston near
 the four mile house measuring & containing
 ten acres and seventy three hundredths and dis-
 tinguished and marked by the letter D in the Plot
 of the land surveyed by Charles Bingles on 13th June 1818 annexed
 to the will of Patrick of the Estate of John Gibbs Esq^r deceased
 and recorded in the Court of Equity of Charleston District
 which said farm lettered D is situate of its boundaries to the East
 on the Public way leading from Charleston to the four mile
 house, to the north on lands belonging to the South
 by the road which divides the said farm from the farm of Mr.
 Nicholas Platt, and to the West on the farm of the same Platt
 to the remainder & remainders, reversion & reversions, rents, issues &
 profits thereof and of every part thereof with the appurtenances
to have and to hold the said two messuages or lots of
 land, indentments & premises above granted & conveyed & sold
 with the appurtenances unto the said Joseph S. Gibbs & John
 R. Gibbs their Executors, administrators & assigns from the
 day before the day of the date hereof for & during &
 untill the full end & term of one whole year from
 thenceforth next ensuing & fully to be complete & ended.
 Building & paying therefor one pepper corn on the
 last day of the said term if the same shall be lawfully
 demanded: To the Intent that by virtue of these presents
 & by force of the Statute made for transferring uses into
 possession that the said Joseph S. Gibbs & John R.
 Gibbs may be in the actual possession of all & singular
 the premises above granted & conveyed & sold with the
 appurtenances; & be thereby enabled to take & accept of a
 grant lease of the reversion & inheritance thereof to them &
 their heirs to, for, upon such uses, intents & purposes, as in
 & by the said grant or lease shall be thereof directed or declared
 On Witness whereof the parties to the presents
 have hereunto interchangedly set their hands & seals

172 on the day and in the year first above written —
Seal & delivered in the presence of Emma A Gibbs (L.S.)
Robt Gibbs Junr James L Gibbs John G Shoolbred (L.S.)
James P Gibbs made oath that he saw Emma A Gibbs
& John G Shoolbred sign seal & deliver the within
instrument of writing for the uses & purposes therein
mentioned & that he with Robt Gibbs Junr. witnessed
the same —
Sworn to before me this 10th of November 1820 J. P. McCall not pub
Recorded the 10th of Nov 1820

South Carolina

This Indenture tripartite
made the 24th day of October in the year of our Lord one thousand eight
hundred and twenty and in the forty fifth of American Independence
Between Emma Augusta Gibbs of Charleston in the State of
South Carolina of the first part John Gibbs Shoolbred of the same place
of the second part and Joseph Smith Gibbs and John Rice Gibbs of
the same place Trustees of the third part: whereas a marriage is enter
ted by God's permission to be shortly had and solemnized between the said
John G Shoolbred and Emma A Gibbs (the whereas the said Emma A
Gibbs is seized and possessed in her demesne as of fee of in and to the
Lot of land in Mraggborough and the farm on Charleston Neck here
inafter more particularly mentioned and described and also is possessed
absolutely of the following negro slaves viz, George, Senah, Maria
Sophia, Ansel, Mina, Wabby, Harriet and her two children Elizabeth
and Syphax and also of thirty four shares in the capital stock of the
Bank of the United States and also of the bonds and notes specified in
the schedule here unto annexed And whereas it has been stipulated
and agreed upon before the said Marriage that the said lands
Negro Slaves Bonds and Notes should be granted released and assign
ed by the said John G Shoolbred and Emma A Gibbs to the said
Joseph S Gibbs and John R Gibbs their heirs executors administra
tors and assigns to and for the use ^{truly} intents and purposes hereinafter
limited and declared: Now therefore this indenture witnesseth that in
pursuance of the aforesaid agreement and in consideration of the said intro
duced marriage and also in consideration of the sum of one dollar by the
said Joseph S Gibbs and John R Gibbs to the said Emma A Gibbs
and John G Shoolbred in hand well and truly paid the receipt
whereof is hereby acknowledged they the said Emma A Gibbs &
John G Shoolbred Have granted bargained sold released and

assigned and by these presents do grant bargain sell release and
 assign unto the said Joseph & Gibbs and John R Gibbs their heirs
 and assigns in their actual possession now being by virtue of a bargain
 and sale thereof to them made by the said Emma A Gibbs and John
 F. Schoolbred for one whole year bearing date the day before the
 day of the date hereof and by force of the statute made for trans-
 ferring uses into possession and made of force in this state all that
 certain meadow and lot of land situate lying and being in M. Dray-
 borough on Charleston Neck and near the Second Presbyterian
 Church measuring and containing one hundred and twenty feet
 front and ninety feet deep Butting and bounding to the West
 on Elizabeth Street to the South on the square reserved for a
 church to the East on a lot belonging to Benjamin S Gibbs and
 to the north on land belonging to which said
 lot of land is subject to a Lease bearing date the first day of
 November in the year of our Lord One thousand Eight hundred
 and nineteen from the said Emma A Gibbs to Margaret
 Gordon for ten years whereof nine years are still unexpired
 also all that certain Farm or Messuage situate lying and being
 on Charleston Neck near the four mile house measuring and
 containing Ten Acres and Seventy three hundredths and distinguish-
 ed and marked by the Letter **D** in the plat of the said survey
 by Charles Vignoles on the thirteenth day of June One thousand
 eight hundred and eighteen annexed to the writ of Partition
 of the Estate of John Gibbs Esqr Deceased and recorded in the
 Court of Equity for Charleston District which said farm lettered
D is butting and bounding to the east on the Public road leading from
 Charleston to the four mile house to the north on lands belonging to
 to the south by the road which divides the said Farm
 from the farm **E** by M. Vignoles' plat and to the west by the farm
B by the same plat Also the above named negro slaves viz George
 Jonah, Mira, Sophie, Elmer, Mira, Walby, Harriet and her two
 children Elizabeth, and Sophia also all the foresaid thirty four
 shares in the capital stock of the Bank of the United States also all
 the Bonds, Notes and other choses in action enumerated in the schedule
 hereunto annexed together with all and singular the rights members
 hereditaments and appurtenances whatsoever to the aforesaid premises
 belonging or in any wise incident or appertaining and the reversion and
 reversions remainder and remainders rent issues and profits thereof
 and of every part thereof and also all the estate right title claim
 and demand whatsoever both in Law and Equity of the said Emma

174 A Gibbs and John G Shoolbred of in and to the said premises
to have and to hold all and singular the said lands tenements and
hereditaments and every part and parcel thereof with the appurtenances
and also the aforesaid negro slaves with their issue and increase and
also the aforesaid shares in the Capital stock of the Bank of the
United States and also the aforesaid bonds and notes unto the said
Joseph S Gibbs and John R Gibbs their heirs executors adminis-
trators and assigns forever subject nevertheless to such uses and
upon such trusts and for such intents and purposes as are hereinafter
mentioned of and concerning the same that is to say in trust to transfer
the sole and exclusive use and behoof of the said Emma A Gibbs until
the solemnization of the said marriage and from and immediately after the
solemnization thereof then in trust to and for the joint and equal use of
the said Emma A Gibbs and John G Shoolbred for and during the term of
their joint and natural lives without impeachment of or for any
manner of waste and from and immediately after the determination
of that estate to the use ^{in equity} of the said Joseph S Gibbs and John R
Gibbs their heirs and assigns to preserve the contingent remainders
hereafter limited from being defeated or destroyed and for that pur-
pose to make entries and bring actions as occasion shall require
but never the less in trust to permit and suffer the said Emma A
Gibbs and John G Shoolbred and their assigns during their joint
lives to receive and take the rents issues and profits of all the
above specified property without impeachment of waste to
their joint and equal use and benefit and in case the said John
G Shoolbred should survive the said Emma A Gibbs then to the sole
use and behoof of the said John G Shoolbred and his assigns for and
during the term of his natural life without impeachment of waste
but if the said Emma A Gibbs should survive the said John
G Shoolbred then to the sole use and behoof of the said Emma A
Gibbs and her assigns for and during the term of her natural life
without impeachment of waste and from and immediately after
the determination of the estate of the said survivor to the use and
behoof of the said Joseph S Gibbs and John R Gibbs their heirs and
assigns to preserve the contingent remainders hereafter limited from
being defeated or destroyed but never the less in trust to permit and
suffer such survivor and his or her assigns during his or her natural
life to receive and take the rents issues and profits of the aforesaid
lands tenements and hereditaments Bank stock negro slaves with
their issue and increase Bonds notes and Choses in action without
impeachment of waste to and for his or her own proper use

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175 and benefit and in case he the said John G Shoolbred should survive the said Emma A Gibbs having issue on the body of the said Emma A Gibbs by the said John G Shoolbred begotten he the said John G Shoolbred shall have full power and authority in and by these presents to dispose of all and singular the lands tenements and hereditaments aforesaid with their appurtenances also of the aforesaid negro slaves with their issue and increase also of the said shares in the capital stock of the bank of the United States and of the said bonds and notes and whatever other estate real or personal may have been substituted by the said trustees in lieu of the aforesaid property under the power of sale and substitution hereafter given them by any deed or last will and testament in writing duly executed to and among the issue (if more than one and if not then to that one absolutely) of the said Emma A Gibbs by the said John G Shoolbred ^{in her lifetime} begotten in such proportions and upon such terms conditions and limitations as he the said John G Shoolbred shall or may declare limit and appoint of and concerning the same or any part thereof with their and any of their appurtenances and in case the said Emma A Gibbs should survive the said John G Shoolbred having issue she the said Emma A Gibbs shall have full power and authority in and by these presents to dispose of all and singular the lands aforesaid with their appurtenances and also the aforesaid negro slaves with their issue and increase also of the said shares in the bank of the United States and of the said bonds and notes and whatever other estate real or personal may have been substituted by the said trustees in lieu of the aforesaid property under the power of sale and substitution hereinafter given them by any deed or last will and testament in writing duly executed to and among all her issue by any husband on her body begotten living at her death in such proportions and upon such terms conditions and limitations as she the said Emma A Gibbs shall or may declare limit and appoint of and concerning the same or any part thereof with their and any of their appurtenances and in case either of them the said Emma A Gibbs or John G Shoolbred whichever of them should be the survivor should fail or neglect during the life time of such survivor of them to grant convey devise or bequeath in manner aforesaid all or any part of the estate real or personal then and in that case all the aforesaid lands with their appurtenances also the aforesaid negro slaves with their issue and increase

176 also all the said shares in the capital stock of the Bank of
the United States and the said bonds and notes and whatever
other estate real or personal may have been substituted by
the said trustees in lieu of the aforesaid property under the
power of sale and substitution hereinafter given them shall
descend to and become equally divisible to and among the children
(if more than one and if not then to that one absolutely) of the said
Emma A Gibbs their heirs and assigns forever as tenants in common
and if any such her children should then be dead leaving issue
and such issue shall collectively take the distributive share or
proportion thereof which their Parent in his or her respective life
time would have been hereby entitled to But in case there should be
no issue of the said marriage by the said John S. Schoellbred upon
the body of the said Emma A Gibbs begotten then all and singu-
lar the aforesaid property real and personal with its rents issues &
profits issue and increase and all the substituted property acquired
under the power of sale and substitution hereinafter given to the
trustees shall be and become the sole and absolute right and prop-
erty of the survivor of them the said Emma A Gibbs and John S
Schoellbred his or his heirs executor administrators and assigns
forever absolutely freed and discharged of and from all further
and other trusts uses limitations and conditions whatsoever And
it is further covenanted and agreed upon by and between the said
parties to these presents that if at any time here after the said
marriage shall be solemnized the whole or any part of the bonds
notes or choses in action specified in the schedule hereunto
annexed either principle or interest thereof should be paid into
the hands of the said Joseph S Gibbs and John R Gibbs trustees
aforesaid that they the said Joseph S Gibbs and John R Gibbs
or the survivor of them and their executor and administrators of such
survivor shall have full power and authority to invest the same or any
part thereof in such other property real or personal as they the said
Emma A Gibbs and John S Schoellbred during their joint lives or the
survivor of them shall in writing at their joint request or at the requ-
est in writing of the survivor of them direct and appoint which said
estate real or personal so purchased shall be held by the said Joseph
S Gibbs and John R Gibbs trustees aforesaid subject to the same
uses and trusts as are limited and declared of and concerning the afo-
said Bonds and notes and choses in action specified in the said Sched-
ule And it is further covenanted and agreed upon by and between
the said parties to these presents that if at any time during the said

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17 overture or during the survivorship of either of them the said
Emma A Gibbs or John Schoolbred should be desirous of sell-
ing or disposing of any of the estate real or personal herein ^{above} set
forth and contained or of the whole or any part of the property real
or personal so to be purchased as aforesaid with the bonds and mo-
ney specified in the said schedule and shall request the same in
writing under their joint hands or under the hand of the survivor
of them the said Emma A Gibbs or John Schoolbred that the
said Joseph S Gibbs and John R Gibbs or the survivor of them
or the executors or administrators of such survivor shall and may and
by these presents are fully authorized and empowered to sell
and convey the whole or any part of such estate real or personal
for cash or credit at their discretion to any person or persons whatso-
ever and invest the proceeds of such sales in such other estate real
or personal as they the said Emma A Gibbs and John Schoolbred
or the survivor of them shall in writing request or desire which
property real or personal so to be purchased shall be substituted
in lieu and stead of the estate hereby settled and conveyed and be
held by the said Trustees and the survivor of them and the exec-
utors and administrators of such survivor subject to the same uses
and trusts as are herein and hereby limited expressed and declar-
ed of and concerning the same and every part thereof with
their and every of their appurtenances And the said Emma
A Gibbs and John Schoolbred for themselves their heirs
executors and administrators do hereby covenant promise
and agree to and with the said Joseph S Gibbs and John
R Gibbs their heirs executors and administrators that they
the said Emma A Gibbs and John Schoolbred shall and
will from time to time and at all times hereafter upon the
reasonable request and at the proper costs and charges in the
Law of the said Joseph S Gibbs and John R Gibbs their
executors administrators and assigns make do deal and execute
or cause to be made done sealed and executed all and every such
further and other lawful and reasonable act and acts con-
veyances assignments and assurances in the Law whatsoever
for the further better and more perfect granting conveying
assuring of all and singular the real and personal estate
above mentioned to and for the uses and purposes upon the trusts
and subject to the agreement herein before expressed and
declared of and concerning the same as by the said Joseph S
Gibbs and John R Gibbs and their counsel learned in the

178 Law shall be reasonably devised advised or required In witness
whereof the said Parties to these presents have hereunto interchange- 179
ably set their hands and seals on the day and in the year first
above written. Joseph S Gibbs (S) Emma A Gibbs (S)
John G Shoolbred (S) John R Gibbs (S)
Sealed and delivered in the presence of Robt Gibbs J and James
S Gibbs

Schedule of bonds notes and stock referred to in a certain deed
of marriage settlement bearing date the day of in the year
of our Lord one thousand eight hundred and twenty between Emma
A Gibbs and John G Shoolbred and Joseph S Gibbs and John
R Gibbs trustees annexed to the said deed pursuant to the act of
assembly in such case made and provided viz

Thirty four shares in the capital stock of the Bank of the United States
Nathaniel H. Edwards Bond dated 10 February 1817 conditioned for fifteen
thousand dollars but all of it is paid but the last instalment of $\frac{2}{3}$ \$5000
Wilmet S Gibbs Bond dated 7th October 1820 conditioned for . . . 2322.6
Isabella C. Badcliffes Bond dated 10 March 1820 conditioned for . . . 700.
James L Gibbs Note dated Nov. 30 1819 for . . . 754.58
John Reeve Gibbs note date Dec. 1. 1819 for . . . 399.35
Joseph S Gibbs note dated October 17. 1820 for . . . 306.88

James L Gibbs made oath that he saw Joseph S Gibbs Emma A Gibbs
John G Shoolbred and John R Gibbs sign seal and deliver the within instru-
ment of writing for the uses & purposes therein mentioned and that he
with Robert Gibbs Jun^r witnessed the same
Sworn to before me this 12th November 1820 Jo. P. McCall Not. pub.
Recorded 11th November 1820

The State of South Carolina
Beaufort District

✓
This Indenture made this ninth day
of November In the year of our Lord one thousand eight hundred and
twenty. Between William H Coe of the first part Mary Adeline Coachman
of the second and Henry M^c Nish of the third witnesses that for and
in consideration of a marriage Interdeed shortly to be had and solemnized
between the said Wm H Coe and the said Mary Adeline Coachman and for
the settling and apportioning of the personal Estate hereinafter particularly described
to and for the several uses intents and purposes hereafter limited and declares
she the said Mary Adeline hath granted bargained and sold and by these
presents doth grant bargain and sell unto the said Henry his Executors
and administrators all the slaves particularly mentioned & referred

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 A Gibbs (S)
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 Gibbs J and James
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 between Emma
 and John
 and to the act of

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 fifteen
 of \$5000
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 754.58
 399.35
 306.88
 Emma A Gibbs
 or the within in
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made this ninth day
 of hundred and
 Eline Coachman
 of both that for and
 had and solemnized
 Coachman and for
 particularly described
 omitted and declares
 sold and by this
 Henry his Executor
 mentioned as before

179 and set forth in the schedule herunto annexed pursuant to the act of
 Assembly in such case made and provided to have and to hold all and
 singular the said Slaves above bargained and sold to the said Henry his
 Executors and administrators to and for the several uses intents and
 purposes hereinafter mentioned limited expressed and declared that
 is to say to the use and behoof of the said Mary Adeline her executors
 and administrators until the said marriage between William H
 and his intended wife the said Mary Adeline shall be had and solemnized
 and from and after the solemnization thereof to the joint use
 and behoof of the said W^m H and the said Mary Adeline during
 their joint lives for the mutual comfort support and advantage
 of them the said William H and Mary Adeline and for the better
 maintenance and Education of any child or children which they
 may have issue of the said marriage yet nevertheless to permit
 and suffer the said William H and Mary Adeline to possess and enjoy
 to receive and take the labour and services rents issues and profits
 of the said Slaves during their joint lives for the purposes aforesaid
 said and from and after the death of either of them to the sole use
 benefit and behoof of the survivor for and during the time of his or her
 natural life as well for the comfort support and advantage of
 such survivor for the maintenance and education of the issue of said
 marriage and to that intent to permit and suffer such survivor to possess
 and enjoy receive and take the labour and services rents issues and
 profits of the said Slaves for and during such term for the purposes aforesaid
 said and from and after the decease of the said Mary Adeline
 to the use benefit and behoof of the child or children issue of
 the said marriage who shall or may be living at the death of
 the said Mary Adeline if more than one equally to be divided
 between them as tenants in common subject nevertheless to
 the life estate of such survivor as above is declared Provided
 always that if any one of such children shall happen to die in the
 lifetime of the said W^m H, and of the said Mary Adeline or of the
 survivor of them leaving issue then and in such case the said
 issue shall be and stand in the place and stead of his or her or their
 parent respectively and shall take among them if more than
 one the share of such parent so dying and on this further condition
 that the share or shares of such child or children so surviving
 the said Mary Adeline or of such issue of such child or children
 so surviving the parent or parents respectively shall be paid
 and discharged thenceforward from all the uses and trusts
 of this deed and it is further covenanted agreed by and

150 between the said William H^y and the said Mary Adeline of the first and second part and the said Henry of the third that it shall and may be lawful to and for the said Henry to sell and dispose of any one or more of the said Slaves and of the issue and increase of the females at the reasonable cost and charges and at the request of the said William H^y and Mary Adeline or of the survivor provided such request be in writing signed by them or the survivor of them in the presence of two or more credible witnesses and that the monies, which may be received or the property which may be exchanged for and in lieu thereof shall be settled and secured to the same trusts and uses as in this deed are limited and declared. And lastly it is here by covenanted and agreed, by and between the Parties to these presents that in case there should be no issue of the said marriage or that such issue should die without leaving issue in the lifetime of the said Mary Adeline the survivor of the said W^m H^y and Mary Adeline shall thenceforth have hold possess use and enjoy the said slaves and the labour and services rents issues and profits thereof to his or her sole use benefit and behoof and that freed and discharged of and from all the trusts uses provisions conditions and limitations in this deed mentioned and expressed.

In Testimony whereof the Parties to these presents have hereunto set their hands and seals the day and year first above written W^m H^y Coe (L S) Adeline M Coachman (L S) Henry M^c Visk (L S) signed sealed and delivered in the presence of William W Morgan and Joseph B Armstrong. Schedule of Negs. is referred to in and by the within settlement. Robt, Minah, Polly, Molly, Dinah, Christiana, Nancy, Phillis, Hiner, Lucy, Maria, Francis, Julia, Lucretia, Betty, Amelia, Cyrus, Lucretia, Prince, Dorinda, William, Harry, Brian, Jane, Isabella, William, Sally, Jack, Diana - W^m H^y Coe (L S) Adeline M Coachman (L S) Henry M^c Visk (L S) signed and sealed In presence of Witnesses William W Morgan and J B Armstrong. Beaufort District Personally appeared before me J B Armstrong who being duly sworn deith that he was present and saw W^m H^y Coe Adeline M Coachman and Henry M^c Visk sign seal and deliver the above instrument of writing as their act and deed and that he together with William W Morgan subscribed their names as witnesses to the due execution of the same. Sworn to before me this 10th November 1820 In No Porteous N^o. J B Armstrong
Recorded the 20th of November 1820

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the Wife of Edward R Thubrick was at the time of her marriage with the said Edward entitled to sundry Negro Slaves amounting in the whole to about thirty one and also to a certain part or portion of certain Plantations or tracts of Land on Waccamaw and on Sandy Islands in the District of Georgetown the said Lands and Negroes having been formerly the property of her Father Allard Bellin and whereas since the Marriage aforesaid the said Edward R Thubrick in right of his said wife has reduced into his possession the said Negro Slaves and also the part or portion of said Land to which his said wife is entitled and is desirous by a settlement after Marriage to settle and apportion the same in the manner hereinafter mentioned Now Know all men by these presents that the said Edward R Thubrick and Esther May his wife in consideration of the premises and also for one Dollar to them in hand paid by Ebenezer Flagg and Simeon Thubrick at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged have granted bargained sold assigned and released and by these presents do grant bargain sell assign and release unto the said Ebenezer Flagg and Simeon Thubrick all that plantation or tract of Land situate lying and being partly on Sandy Island and partly on Waccamaw neck in the District of Georgetown aforesaid the part on Sandy Island measuring and containing two hundred and sixty two (262) acres of River Swamp more or less with a small piece of high Land attached thereto and the land on Waccamaw neck opposite thereto containing _____ acres of high Land more or less the said Land being a part of her Father's real Estate allotted to the said Esther May in the division thereof butting and bounding on lands of Vercen and Allard Henry Belin and the said Edward R Thubrick and Esther May his wife in consideration of the premises have bargained sold conveyed and delivered and by these presents do bargain sell convey and deliver unto the said Ebenezer Flagg and

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182. Iwim Shubrick the thirty one Negro Slaves above mention
ed allotted as aforesaid to the said Esther in the division of
her Father Estate to wit Somerset Nancy John Frank Phillis
Plymouth John Sack Hogan Mary Peggy Phillis Polly Ruth
July Amelia Binar Patience Williams Mark Mary Mary Betty
Martha Legion Peter Sam Diana Charlotte too + September to have
and to hold the said Plantation or Tract of Land and the said
thirty one Negro Slaves together with the Issue of such as are
females unto the said Ebenezer Flagg and Iwim Shubrick
and the Survivor of them & the heirs and executors of such survivor
for ever In Trust nevertheless and for the following uses in-
tents and purposes and none other whatsoever that is to say
to permit and suffer the said Edward R Shubrick and
Esther Mary his wife during their Joint Lives to take and
receive the rents issues and profits of the said Land and the
profits of the labour of the said Slaves and from and after
the death of either the said Edward R Shubrick or the
said Esther & Mary then to permit and suffer the survivor
of them to take in like Manner the rents issues and profits
of the said Land and the profits of the labour of the said
Slaves during his or her natural life and from and after the
death of such survivor then the said Land and the said
Negroes to the use and behoof of any child or children of the
said Edward by the said Esther Mary who may be then
living share and share alike if more than one and if
but one to that one absolutely free and discharged of any
further trust the issue of any child of the said Edward and Esther
who may be then dead taking among them the share to
which the parent would have been entitled if alive But
if at the death of either the said Edward or Esther (which
shall first happen) they should leave no child living the
said Lands and Negroes to go to the sole and separate use & behoof
of the Survivor of said Edward and Esther free from any further
trust and if any child or children who may be alive at the death
of the said Edward or the said Esther (which shall first
happen) shall ~~die~~ die during the life time of the survivor
of them then the property hereby conveyed shall go to such sur-
vivor for ever free and discharged from any further trust
whatsoever E R Shubrick (29) E M Shubrick (29)
Sealed and delivered in presence of the words about thirty
fourth line first page being written on appearance & the words

two hundred and Sixty two twenty fifth line same page being
intituled & the words Ebenezer Flagg in the Thirtieth line of the
first page being erased & the words Venn being in their place
inscribed P Trapier Elias Hony -

Paul Trapier being duly sworn made oath that he was present
and saw E B Shubrick and E M Shubrick sign seal and as their
act and deed deliver the foregoing Instrument of Writing for
themselves and purposes therein mentioned and that he with Elias
Hony signed their names as witnesses to the due execution of the
same I sworn to before me this December 1820 L O P M Call Not Pub

Recorded 8 December 1820

North Carolina

Know all men by these presents Whereas John
Wilkes of Charleston in the said State died in and by his last dated
twenty third day of November last thousand Eight hundred and a minute
of second in the Secretary of State's Office in the said State of North Carolina
Number Eight (1818) page thirty five (1818) had himself and each and
any of his heirs executors and administrators jointly and severally unto
Henry William Perrean of the said City and State in the
sum of fifty Thousand dollars to be paid unto the said Henry
William Perrean his certain attorney executors and adminis-
trators or assigns the condition of which bond is in the following
words vizt Whereas a marriage is intended to be shortly had
and solemnized between the said John Wilkes and Eliza Light-
wood of the city of Charleston in the state aforesaid daughter
of Elizabeth Lightwood of the same place and whereas the
said Eliza Lightwood is entitled to the personal property
mentioned in the schedule hereunto annexed and may here
after be entitled to property ~~both~~ real and personal or both by
gift devise descent or otherwise from her said mother and
other relations and friends And Whereas it has been agreed
that as well the property to which the said Eliza Lightwood
is at present entitled as all other property real and person-
al to which she may be hereafter entitled shall be settled
to such uses as she the said Eliza Lightwood notwithstanding
her coverture shall by and deed to be executed by her in the
presence of two or more credible witnesses (the said John Wilkes
joining in such deed and thus signifying his assent to the same)
bargain sell assign transfer and convey the same as if that
until such deed be executed all the above mentioned property
shall be held by the said John Wilkes in trust for the sole

and separate use and behoof of the said Eliza Lightwood notwithstanding her coverture not to be liable to the debts or contracts of the said John Wilkes and in short as if she were a feme sole &c. and therefore the condition of the aforesaid obligation is such that if the said John Wilkes shall well and truly perform the agreement aforesaid in all things to be performed then and in such case the aforesaid obligation shall be void and of no effect otherwise to be and remain in full force and virtue And whereas was duly solemnized the said marriage on the twenty fifth day of November of the same year and whereas the said Eliza Lightwood now Eliza Wilkes wife of the said John Wilkes hath determined to settle the said Property to the uses and upon the trusts hereinafter specified and the said John Wilkes in pursuance of the said bond hath agreed to join with her in the deed conveying the said property to the said uses and trusts: Now therefore know ye that the said John Wilkes and Eliza Wilkes in pursuance of the premises and in consideration of the sum of one dollar to us paid by the said Henry William Perrean the receipt whereof we hereby acknowledge have bargained sold assigned transferred and conveyed and by these presents do bargain sell assign transfer and convey unto the said Henry William Perrean nine Negro Slaves to wit York, Hannah, Tom, George, Sarah, Jenny, August, Daphne, and Beck a bond of Samuel Thagg of Georgetown to Eliza Lightwood dated the first day of January One thousand eight hundred and nineteen in the penal sum of twelve thousand dollars conditioned for the payment of the sum of six thousand dollars with lawful interest on the same from the date of the said Bond in the following manner to wit the whole amount of interest to be paid at the end of each and every year from the date of the said Bond the sum of two thousand dollars and all interest then due on or before the first day of January 1821 the like sum of two thousand dollars and all interest then due on or before the first day of January 1822 and the like sum of two thousand dollars and all interest then due on or before the first day of January 1823 the payment of which said Bond is secured by a mortgage of a certain plantation or tract of land situate lying and being on Black River in Prince Georges parish in the State aforesaid and ten negro slaves: Also a Bond of Richard Brennan of the said City of Charleston to Elizabeth Lightwood of the same place widow dated the twenty ninth day of May One thousand Eight hundred and eighteen in the penal sum of six thousand dollars conditioned for the payment of three thousand dollars with interest of the

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interest to be paid annually as the same becomes due, on or before the twenty ninth day of May 1821 which said bond was assigned by the said Elizabeth Lightwood to her said daughter on which said Bond the interest had been regularly paid to the 29th May 1819 which said property is the same as that contained in the said Schedule so far as the same has been reduced into the possession of the parties concerned To have and to hold all and singular the said property together with the issue and increase of the said females Slaves unto the said Henry William Perreau his executors administrators and assigns in trust nevertheless to for and upon the uses intents and purposes and subject to the previous powers limitations and conditions hereinafter mentioned that is to say in trust that the said Henry William Perreau during the joint lives of the said John Wilkes and Elisia his wife will authorize and permit the said John Wilkes to receive take and enjoy the rents issues and profits of the said property for the purpose of maintaining and supporting the said Elisia Wilkes and her children but not to be liable to the debts and contracts and engagements of the said John Wilkes and from and after the death of the said Elisia Wilkes should she die before the said John Wilkes leaving any child or children grand child or grand children living at her death then in trust that the said Henry William Perreau his executors administrators and assigns during the lifetime of the said John Wilkes will permit authorize and suffer him the said John Wilkes to receive take and enjoy the rents issues and profits of the same for the purpose of maintaining and educating such child or children grand child or Grand children in such manner as he in his discretion shall see fit without being accountable to them or any one for the same but not to be liable for his debts or contracts and from and after the death of the said John Wilkes then in trust to and for the use and behoof of such child or children grand child or Grand children his her or their executors administrators and assigns if more than one as tenants in common such grand children standing in their parents stead and taking between them only their parents share But in case the said Elisia Wilkes should die before the said John Wilkes leaving no child or children grand child nor grand children living at her death or in case she should leave such child or children grand child or Grand children living at her death and they should all die in the lifetime of the said John Wilkes unmarried and without issue then in trust that the said Henry William Perreau will permit and authorize the said John Wilkes

186. to take receive and enjoy the rents issues and profits of the said prop-
erty for his own maintenance and support but not to be liable for
his debts contracts or engagements and from and after the death of the
said John Wilkes then in trust that the said Henry William
Peroneau shall and will well and sufficiently convey Transfer
and assign all and singular the said property to such Person or persons
his or their executors administrators and assigns as the said
John Wilkes shall by his last will to be executed in the presence
of three or more credible witnesses nominate and appoint But in
case the said John Wilkes should die before the said Eliza Wilkes
then in trust to and for the use and behoof of the said Eliza Wilkes
her executors administrators and assigns And as to the sum or sums of
money which may become due or payable in discharge of the princi-
pal sum of the said bonds of Samuel Wagg and Richard Brenan
in trust that the said Henry William Peroneau his executors ad-
ministrators and assigns shall stand possessed of and be entitled
unto the same when and so often as they shall become due
and payable in manner aforesaid for the uses and purposes following
that is to say that he the said Henry William Peroneau his executors
administrators and assigns shall and will when and so often as he
or they shall receive any sum or sums of money from the same
or any part thereof apply and expend the same in purchasing
such real or personal property or both as the said Henry William
Peroneau his executors administrators and assigns and the said
John Wilkes shall think most advantageous to be conveyed
transferred and assigned by the person or persons selling and transferring
the same (the said John Wilkes joining in the deed or deeds and hereby
signifying his assent to the same) unto the said Henry William
Peroneau his heirs executors administrators and assigns according
to the nature of the property in trust nevertheless to and for
the same uses and purposes as those hereinbefore expressed regard
being had to the nature of the property where it may be real the
interest of said parties in such property during the existence of this
trust being without impeachment of Waste and so as not to be lia-
ble to the debts and contracts of the said John Wilkes Provided always
nevertheless that in case it should hereafter appear to the said
John Wilkes and Henry William Peroneau during the joint lives
of the said John Wilkes and Eliza Wilkes to be meet for the ad-
vantage of the said Eliza Wilkes and her children and Grand-
children that the whole or any part of the property aforesaid
or the whole or any part of any property which may be purchased

with any sum or sums of money received upon the said ~~sale~~
as aforesaid should be sold or disposed of and the proceeds thereof
vested in the purchase of any other property real or personal
or both or in case the same thing should appear to the said
John Wilkes and Henry William Peroneau after the death of the
said Eliza Wilkes as to her children and grand children or of
none then as it respects the maintenance and support of the
said John Wilkes then it shall be lawful for the said Schall,
and Henry William Peroneau by their deed properly execu-
ted in the presence of two or more credible witnesses to revoke
and make void all and every the use and uses heretofore limi-
-ed of or concerning the said property or any part thereof and to
limit and declare any new use or uses of or concerning the
same so as upon and at the time of making such revocation
and limiting any new use or uses of or concerning the afore-
-said property or as soon thereafter as can be conveniently
done the moneys or proceeds arising from the sale or disposal
of the said property be vested by the said parties in the pur-
-chase of any other property real or personal or both and the same
to be well and sufficiently conveyed and transferred unto the said
Henry William Peroneau his heirs executors administrators and
assigns the said John Wilkes signing the deeds conveying and
transferring the same and thereby signifying his consent thereto in
trust nevertheless to and for the same uses and purposes as thence al-
-ready expressed Provided also nevertheless that the same pow-
-er subject to the same conditions is hereby given to the same parties
from time to time as often as they may think it advantageous to
revoke the use or uses of the Whole or any part of any property
acquired by the sale or disposal of the aforesaid property or
any part thereof either immediately or remotely and to appoint
any new use or uses thereof Provided also that it shall and
may be lawful for the said Henry William Peroneau his heirs
executors administrators and assigns Trustee or trustees as afore-
-said from time to time in the first place to deduct and retain and
reimburse themselves of himself respectively out of the rents
issues and profits of the property conveyed or which may be pur-
chased in pursuance of the trusts herein specified all such costs
and charges ^{they or} as he shall or may pay or expend sustain or be put
to in or about the performance and execution of the several
trusts hereby in them reposed or in any wise concerning
the same and further that the said trustee and his suc-

cessors shall not be answerable in damages by suit or otherwise for any loss or injury which the said property may sustain from mismanagement or neglect of management during the lives of the said John Wilkes or Elisia Wilkes or the life of the survivor of them except the said trustee or the successors of him shall voluntarily neglect upon the demand in writing of the said John Wilkes and Elisia Wilkes or the survivor of them to perform such acts or actions the premises as it may be his or their duty as trustee or trustees as the case may be to perform. Provided also that in case it should become expedient that the said trustee should be changed or if the said trustee should be desirous to resign his trust in such case it shall be lawful for and the duty of the said Trustee to effect the said change by conveying transferring and assigning over the legal estate in the said property or in any property which may be acquired under the preceding trusts unto such person or persons his her or their heirs executors administrators and assigns according to the nature of the property as the said trustee together with the said John Wilkes shall deem proper the said John Wilkes signing such conveyance assignment and transfer and thereby signifying his consent thereto In trust never theless to and for the same uses and purposes and subject to the same provisos as are already expressed concerning the same.

In testimony whereof the said John Wilkes and Elisia Wilkes and the said Henry William Peronneau to signify his acceptance of the trusts herein expressed have hereunto set their hands and seals the day of december in the year of our Lord one thousand eight hundred and twenty — John Wilkes (L.S.) Elisia Wilkes (L.S.) Henry W Peronneau (L.S.) signed sealed and delivered in the presence of W Peronneau Emma Gough Wm Peronneau being duly sworn made oath that he saw John Wilkes Elisia Wilkes and Henry W Peronneau sign seal and deliver the within instrument of writing for the uses and purposes therein declared and that he with Emma Gough witnessed the same sworn to before me this twenty first day of December 1820
 Benja Elfe Jt Not Pub — Recorded 21st December 1820
 State of So Carolina Charleston District

This Indenture made the twenty second day of November in the year of our Lord one thousand eight hundred and twenty between Philip Patrick of Charleston of the one part and James Hamilton Esqr of Charleston attorney at law of the other part. Whereas the said Philip Patrick by his Inter-

marriage with Sarah Branford one of the daughters and coheirs of the late Tobias Cambridge deceased is entitled to in right of his said wife to a certain distributory share of the Estate real and personal of the said deceased and the said Philip Patrick and Sarah Branford his wife have heretofore filed their bill in the court of Equity at Charleston against Mrs Elizabeth Cambridge Executrix of the said deceased for an account and distribution: and such proceedings have been had that the real Estate of the deceased has been sold under the direction of the said court and an account stated whereby it appears that the said Philip Patrick and Sarah Branford Patrick are entitled to receive on account of their distributory share of the estate of the deceased about Four thousand dollars: and whereas the said Philip Patrick is at the date of these Presents seized and possessed of a certain parcel of ground Messuage House and Garden in the Village of Rumney on Charleston Neck measuring Westwardly on King Street Four hundred and twenty one feet and Northwardly from King Street to Russell Street six hundred and sixty three feet Eastwardly on Russell Street Three hundred and sixty eight feet and on the South line from King Street to Russell Street Eight hundred and thirteen feet as by a plat thereof executed by John Wilson surveyor reference being thereunto had will more fully and at large appear subject to and charged with the payment of a certain debt or note of hand of Four thousand five hundred dollars due and owing to Joshua Brown and Moses formerly of the firm of Brown & Moses and secured by a mortgage of the said premises as by the said conveyance by way of mortgage recorded in the office of the Secretary of State in Mortgage book 222 page 175 one hundred and seventy five will more fully appear: Also of two lots of land on Gadson's Green which were conveyed by Nathaniel Green Esqr. Sheriff of Charleston district to the said Philip Patrick by deed bearing date the second day of October One thousand Eight hundred and fifteen: Also a lot of land of one acre and two fifths of an acre of ground in Saxe gotha Township which last mentioned parcel of ground was conveyed by Jacob Friday and Barbara his wife to Henry Patrick Esqr by deed of lease and release bearing date respectively the fourth and fifth days of May in the year of our Lord one thousand seven hundred and seventy three as by the said deeds reference being thereunto had will more fully and at

large appear: And whereas the said Philip Patrick is also possessor
 of the following negro slaves that is to say Flora, Prisce, Sarah,
 Maria, Jarey, Ben, Bormay and Phillis, And whereas the said Philip
 Patrick is willing to make some provision for the future maintenance
 jointure and support of the said Sarah Branford Patrick suitable to
 the portion which he the said Philip Patrick is to receive in right of
 the said Sarah Branford. Now therefore this indenture witnesseth
 that the said Philip Patrick for and in consideration of the love and af-
 fection which he hath and beareth towards the said Sarah Branford his
 wife and also for and in consideration on the distributory part or share of
 the said Sarah Branford in the estate of her late father Tobias Cambridge
 deceased and for the further consideration of one Dollar to the said Philip
 Patrick by the aforesaid James Hamilton Junr in hand well and truly
 paid at and before the sealing and delivery of these presents (the receipt
 whereof is hereby acknowledged) hath granted bargained sold
 released and by these presents doth grant bargain sell and release
 unto the said James Hamilton Junr All that parcel of ground
 in the village of Rumney on Charleston Creek and all those two
 lots of ground on Gadsden's green in the city of Charleston and all
 that parcel of ground in township of Sasegotha as the same are
 herein before described with all the rights members and appurten-
 ances to the said premises respectively belonging or incident thereto
 and also all those eight negro slaves herein before set forth by name
 to have and to hold the said lands tenements and negro slaves to the
 said James Hamilton Junr his heirs and Executors according to the
 nature of the Estate respectively for ever In trust nevertheless and to use
 for the several uses and intents hereafter expressed and no other that is to
 say In trust out of the rents and profits of the Farm and Gardens houses
 and lots and by the hire of the negro slaves aforesaid in the first place to
 pay and satisfy the principal and interest charged on the piece of ground
 farm and Garden on Charleston Creek as herein before mentioned: And
 from and after the payment and satisfaction of the debt and principal and
 interest aforesaid then to the intent that he the said James Hamilton Junr
 shall stand seized of the real estate and shall hold the negro slaves aforesaid
 to the use of Sarah Branford Patrick to her sole and separate use
 to be free from all debts liabilities and contracts of her husband the said
 Philip Patrick for and during the life of the said Philip Patrick and from
 and after the death of the said Philip Patrick then the fee simple and
 inheritance and negro slaves aforesaid to the said Sarah Branford
 Patrick and the issue of the said Philip Patrick and Sarah Bran-
 ford Patrick that may be living at the death of the said Philip -

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said Philip -

91. Patrick as tenants in common absolutely and forever Provided
Always and it is hereby declared and agreed upon by and between the
said Parties to these Presents that it shall and may be lawful
for the said Sarah Branford Patrick from time to time during
the life of the said Philip Patrick by any indenture or indentures
to be sealed and delivered by her in the presence of two witnesses
to make sale and dispose of all or any part of the said lands tenem-
ents and negro slaves hereinbefore mentioned and settled and
assured or intended to be so with the appurtenances thereto belonging
to any person or persons for such price or prices in money or for
such other equivalent or recompense as to her shall seem reason-
able And also provided it shall and may be lawful for the said
Sarah Branford Patrick in case she should die in the lifetime
of the said Philip Patrick by any testamentary paper in the nature
of her last will and testament to be executed in the presence of
three credible witnesses notwithstanding her coverture to give and
dispose of all or any part of the lands tenements and negro slaves here-
in before mentioned to such person or persons and upon such limitation
and conditions as she the said Sarah Branford Patrick may limit
and appoint —

Our witnesses whereof the parties to these presents have
hereunto set their hands and seals this twenty first day of December
in the year of our Lord one thousand eight hundred and twenty—
Philip (L.S.) Patrick — Signed sealed and delivered in
the Presence of each of us. S.W. Moore W.G. Benson G.B.R. Abley
State of South Carolina City of Charleston Personally appeared
before me Stephen West Moore who being duly sworn with hands
present and seen Philip Patrick sign and seal the foregoing instrument
of writing for the uses and purposes therein mentioned and that
he with William G. Benson and G.B.R. Abley witnessed the same
Sworn to before Me this 21st of December 1820 R.H. Livingston Not. Pub.
Recorded 21st December 1820.

South Carolina

This Indenture tripartite made this fifteenth
day of December in the year of our Lord one thousand eight hundred
and twenty Between Eugenia A. Fraser of the city of Charleston spinster
a minor under the age of twenty one years and Peter Orelli & Eugenia
Orelli of the same place Guardians of the said Eugenia A. Fraser
of the first part William Chiefel doctor of Physic of the same place
of the second part and Peter Bacot of the same place Trustee
named in this Behalf for the purposes hereinafter mentioned and

192 set forth of the third part Whereas by permission of divine providence
 a marriage is intended shortly to be had and solemnized between the said
 William Michel and the said Eugenia A Fraser and where as the the
 said Eugenia A Fraser is seized and possessed of interest in or entitled
 unto certain Estate interest and property variously derived unto her
 consisting amongst other of thirty negroes named Boston, Amey, Rachel,
 Jane, Jack, Willoughby, Charlotte, Josiah, Hannah, Celia, Bob, Mary,
 Rhina, Billy, Molly, Rose, Bob, Joe, Felix, Senah, Sally, Catty, Abner,
 Charlotte, Melia, Bella, Kate, Thebe, Abram, Peggy, and also a certain
 debt due from Doctor Henry Richardson of the principal sum of six
 thousand five hundred dollars secured by mortgage ^{land} now in the hands
 of the said guardians being for the purchase of the interest of the said
 Eugenia A Fraser for her share of and in the estates of Richard Russell
 ask, Mary Fraser, Caroline A Fraser, William Fraser & Sarah Edmings subject
 to the terms and conditions of certain articles of agreement made between the
 said Doctor Richardson and the above named guardians of the said Eugenia
 dated twenty fifth November 1819 in the leasing of a plantation in St Andrews
 Parish near Washley river for the annual rent of which is to be deducted or
 offset against the annual interest of the said bond with a privilege reserved for
 the said Eugenia when she shall be competent in law therefor to purchase the
 said land at a price therein stipulated: and also further entitled to a share
 of the Estate of her deceased aunt Harriette Fraser: And whereas it is agreed
 by and between all the parties before marriage that if the said marriage shall
 take effect and in consideration thereof all and singular the estate interest and
 property of her the said Eugenia A Fraser unto to which she hath or may in
 any wise however acquire right or title whether in possession or expectation or
 real or personal shall be conveyed to a trustee and settled in trust to and
 for the joint use & benefit of the said Eugenia and her intended husband the
 said William Michel during their joint lives for the support of themselves
 and any children that may be of the marriage and after the death of
 either of them leaving child or children alive for the use and benefit of
 the survivor and for the ^{Education and} maintenance and ~~education~~ of the child or
 children during his or her natural life who shall so be the survivor
 and after the death of the survivor then to and for the ^{equal} use benefit and
 behoof of the children of the marriage equally to be divided between
 them share and share alike if there be more than one and if there be but
 one only then to him or her absolutely: but if at the death of either of them
 the said Eugenia A Fraser or William Michel there should be no issue
 of the said ^{intended} marriage living then to and for the sole use of the survivor of
 them during the term of his or her natural life without impeachment
 of waste and from and after the death of the survivor then to and for such

See Marriage Settlement Book 20 page 47

person or persons in such parts or portions for such estates with such terms
 and limitations as the said Eugenia A Fraser shall by her last will
 and testament duly executed at any time during the coverture give
 grant limit or appoint the same which will a power is granted and
 reserved unto her to make notwithstanding the coverture now This
 Indenture witnesseth That the said Eugenia Fraser together with
 the said Peter Cocelli & Eugenia Cocelli her Guardians parties of the
 first part for and in consideration of the said intended marriage and
 pursuant to the agreement aforesaid and the further consideration of
 Five dollars to them in hand paid by the said Peter Bacot the receipt
 whereof is hereby acknowledged have given granted bargained sold
 assigned and transferred and by these presents do give grant bargain
 sell assign and transfer unto the said Peter Bacot all the estate right
 title interest property claim and demand of her the said Eugenia A
 Fraser unto the negro slaves before mentioned with their issue and
 increase which negroes are derived by and under a certain deed of gift
 made by Mrs Mary Fraser the grandmother of the said Eugenia bear-
 ing date the fifth day of February 1808 and recorded at Cornwall in
 book No 6 fol 250 and also all other negro slaves wheresoever
 to which the said Eugenia A Fraser now is or hereafter may be or be-
 come entitled with their issue and increase and all her estate right
 title or interest thereof and therein And also all and singular the
 sum and sums of money due and to grow due from the aforesaid
 Doctor Henry Richardson And the Bonds mortgage and other evidence
 testifying or touching or concerning the same And also all other estate
 right title property or interest in thing real or personal in any wise
 appertaining or hereafter to fall or belong of right to
 belonging or of right appertaining to her the said Eugenia A Fraser in
 possession remainder or reversion To have and to hold all and singu-
 lar the before mentioned negro slaves and all the estate right title
 of the said Eugenia thereof and therein and all and singular the debt
 due or to grow due from the said Doctor Henry Richardson & the Bonds
 and mortgage testifying the same and all other negro slaves to which
 the said Eugenia may be or become entitled and all the share of
 the estate of her deceased aunt Harriet Fraser and all other
 estate or property real or personal of her the said Eugenia A Fraser
 intended herein to be conveyed and settled unto him the said
 Peter Bacot his heirs executors administrators and assigns In
 trust nevertheless and to and for the uses intents trusts and pur-
 poses hereinafter expressed and declared and to and for no other
 use trust intent or purpose whatsoever that is to say In trust
 and to and for the sole use benefit and behoof of the said

194 Eugenia A Fraser until the solemnization of the said intended marriage and from and after the solemnization of the said intended marriage then In Trust and to and for the joint use benefit and behoof of the said Doctor William Michel and the said Eugenia his intended wife during the term of their joint lives to permit and suffer them jointly to have and take to themselves for their own use and support and for the proper support maintenance and Education of any child or children there may be of the marriage the use hire labour and profits of the slaves the interest of all monies and the rents issues profits and emoluments of all and singular the property real or personal herein and hereby intended to be conveyed & settled and of every part & parcel thereof with the appurtenances for and during their joint lives as aforesaid and upon the death of either of them the said William Michel or Eugenia^A Fraser leaving alive issue of the said marriage then In trust and to and for the use of such survivor and of the issue of the said marriage to permit and suffer such survivor in like manner to have and take the use hire interest rents issues and profits of all and singular the property and estate aforesaid of whatever composition composed to himself or herself for his or her support and for the proper sustenance ~~and~~ support and education of the issue ^{or} children of the said marriage for and during the natural life of ^{such} the survivor and from and after the death of such survivor then In trust and to for the equal use benefit and behoof of all the children of the said marriage that may then be living equally to be divided share and share alike and to their several and respective Heirs executors administrators and assigns for ever provided always that if it should so happen that any child of the said marriage should have departed this life leaving lawful issue such issue if living at the time of the death of the survivor of them the said William Michel and Eugenia the intended wife shall have and take the share (to be divided equally among ^{such} the issue) which the parent would have taken had such parent have remained in life and survived the said William & Eugenia but if at the time of the death of either of them the said William Michel and Eugenia^A Fraser there should be no living issue of the said intended marriage Children or Grandchildren then in trust and to and for the proper use benefit and behoof of the survivor the said William Michel or Eugenia A Fraser for and during the term of his or her natural life without impeachment of waste and from and after the death of such survivor to and for such person or persons for such estates estates upon such terms or limitations as the said Eugenia A Fraser by any will or

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195. testament made in her lifetime or at the time of her death to be
executed in the presence of three credible witnesses shall give her
limit and appoint the same which power to make a will and
is hereby reserved to her the said Eugenia notwithstanding the
coverture And the said William Michel on his part doth hereby
covenant grant and agree to and with the said Peter Bacot his
heirs executors administrators and assigns that it shall and law-
be lawful to and for the said Eugenia a Fraser from time to
time and at all times during the coverture and notwithstanding her
said coverture freely to make seal and execute any will or wills
testament or testaments codicil or codicils in manner aforesaid
for the purposes aforesaid the same to revoke or renew and thereby
to give devise bequeath or appoint to such person or persons as she
may see fit all and singular the estate real or personal com-
prehended in this settlement so as that the same take effect
according to the true intent and meaning of these presents
And it is hereby covenanted and agreed by and between all the
parties to these presents and fully understood that if at any time
hereafter it shall be found expedient and advisable for the
interest and convenience of the said William Michel and
Eugenia his intended wife or their children that all or any of
the estate property and interest herein and hereby conveyed & settled
should be sold and converted into any other estate or property then
that it shall be lawful for the said Peter Bacot the trustee his
heirs executors administrators or assigns at the request in writing
signed by the said William and Eugenia or the survivor of them
to sell and dispose such property and make good & sufficient
titles therefor to be concerned in & signed also by the said William
and Eugenia or the survivor as the case may be causing the proceeds
of such sale to be duly invested in other property of a productive
nature and settled to and for the same uses intents and purposes as
the property that may be so sold the said trustee his heirs executors and
administrators to be reimbursed out of the proceeds of the trust estate
all expenses costs and charges that may arise or be incurred in and upon
such sales transfers and investments or other matters or things occurring
in and about the due management and execution of the said office
of Trustee And whereas in and by the articles of agreement made
between the said Peter Coelli and Eugenia Coelli as guardians of
the said Eugenia Fraser with Doct Henry Richardson dated
25th November A. D. 1819 a right is reserved to the said Eugenia
Fraser when she comes of lawful age or is competent in Law

196 therefor to purchase at a stipulated price the tract of land at Rocky River now under lease it is also covenanted and agreed by and between all the parties aforesaid that if it should be found advisable to make the said purchase and the said William Michel and Eugenia his intended wife shall by their joint request in writing as aforesaid made to the said Peter Bacot his heirs executors or administrators desire the same to be done then that it shall be lawful to and for the said Peter Bacot his heirs executors or administrators to apply so much of the trust estate as will be sufficient for such purchase and to take title to the said Land to be so purchased in trust and to and for the same several uses and purposes hereinbefore contained as is in all respects subject unto all expenses to be born by the trust estate as aforesaid. In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written. E. T. Trason (S.S.) Peter Crellie (S.S.) Eugenia Crellie (S.S.) W^m Michel (S.S.) Peter Bacot (S.S.) Sealed and delivered in the presence of the words "this life" in the preceding page interlined John Michel, Fide Michel Saine John Michel being duly sworn made oath that he was present and saw the within instrument of writing signed sealed and delivered ~~and~~ by the within named J. T. Trason, Peter Crellie, Eugenia Crellie, W^m Michel and Peter Bacot and that he with J. Michel witnessed the same.

From to before and this 28 december 1820 Pny. Epe Jr Not pub
Recorded 28 december 1820

South Carolina
City of Charleston This Indenture of two parts made this thirteenth day of January in the third of said said and then and Eight hundred and twenty and. Between William Robinson of said City & State of the one part and J. W. Schmidt of said City and State of the other part. Whereas a marriage is shortly intended to be had and solemnized between the said William Robinson and Jane Dickson and it hath been agreed upon the treaty for the said marriage that the said William should settle and secure to the said Jane, that the said J. W. Schmidt as trustee the sum of Five thousand dollars by a pledge and mortgage of his present stock in trade upon the new title provisions and conditions hereafter to be mentioned. Now this Indenture witnesseth that for and in consideration of the said intended marriage and of the sum of one dollar by the said J. W. to the said William in hand paid at or before the sealing and delivery of these presents the said William hath consented and agreed and by these presents doth covenant and agree to and with the said J. W. as follows. (Viz.) the said William doth hereby acknowledge himself to be held and firmly bound unto the

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197. said I W. his executor a dominion trustee and assigns the full and just
sum of Five thousand dollars to be paid and secured as follows: that
is to say the said William doth acknowledge and declare that his present
stock in trade (a schedule and appraisement whereof are
unto annexed as part and parcel of these presents) is hereby and
shall continue to be mortgaged and pledged for the full and
faithful payment of said sum subject nevertheless to the provisions
and conditions hereafter declared: and if the said William should
die before the said Term then the said sum of Five thousand dollars
shall be paid to the said trustee his executor administrators or assigns
for the sole & absolute use benefit & behoof of the said Term subject to no li-
mitation or condition use or trust whatsoever, but should the said
William survive the said Term then it is hereby declared and agreed
that this obligation shall be and become thereby both and for who, null &
void, and it is further declared and agreed that the said William
shall be at liberty notwithstanding this obligation and mortgage to carry
on the Grocery business as heretofore with the stock in trade in said sche-
dule contained, and may from time to time sell and dispose of said
stock or any part thereof in the usual manner of conducting such busi-
ness on condition nevertheless that he do keep up as nearly as may
be the same amount of stock in trade in said schedule set forth for
the full security of the payment of the said sum of Five thousand
dollars to the said I W. Technical trustee as aforesaid, and it is
by further declared and agreed that as any new stock shall from time
to time be added to the said stock now on hand in lieu of or in substitution
or of any that may be disposed of or in addition to the present stock or to
any portion thereof that may be on hand at any future day that the said
additional or substituted articles shall be subject to this obligation —
Mortgage & pledged in like manner as the present stock by these presents
is declared to be, and it is hereby further declared and agreed that
neither the said Term nor the said trustee in his behalf shall inter-
meddle with the said William during his life relative to the said stock
or claim any use, benefit profit or interests of or to the same, but that the
said William shall during his natural life have the sole use benefit &
enjoyment thereof subject only to the conditions & restrictions of this deed
And lastly it is hereby provided that in case the said William should
fail, or become insolvent whatever stock in trade shall then be on
hand shall be taken to be pledged & mortgaged to pay to said trustee
the said sum of Five thousand dollars, and he is hereby declared
to have power and authority in such case to claim said payment
of the said William, or of any one having and holding said

Stock in trade as assignees or trustees and to enforce the same out of & against said stock in trade, but the said Ten thousand dollars or any part thereof, that may be then received by said trustee shall be held for the debt & separate use benefit & behoof of the said Jane during the joint lives, and after his death should he first die, shall be paid to her as her own property absolutely and for ever, but should he survive her then in like manner to him. In witness whereof the said parties have hereunto set their hands and seals the day and place above written

Signia Julia (delivered)

Wm. Robinson Esq.
Jm. W. Schmidt Esq.

In presence of Samuel Dales Dickson - John Davison

Schedule appraisement of the stock in trade of Wm. William Robinson taken by us this day January 13th 1821 Charleston S Carolina

2 pipes Brandy	per 260.	\$1.55	\$403. 10
1 A. W. Wine	" 100.	2.50	250. 00
1 A. Ten. A.	" 110.	137.	151. 25
4 A. Good	" 500.	50.	250. 00
3 pkts. I Rum	" 240	1.25.	300. 00
10 A. O. E. Rum	" 1200.	40.	480. 00
4 A. Whiskey	" 500.	40.	200. 00
10 Half Chests of Tea	30 pkts. 300 pkts.	\$1 -	300. 00
30 Boxes Candles.	40 th each. 1200 pkts.	20.	240. 00
10 A. Soap	60 " 600 "	12 1/2.	75. 00
12 Kegs Butter	80 " 960.	25.	240. 00
10 A. Lard	50 " 500.	12 1/2.	62. 50
5 Boxes Chocolate	50 " 250.	20.	50. 00
4 pkts. Sugar	\$100 each. 2600 "	30.	600. 00
— Coffee	2600 "	30.	600. 00
10 Bbls. Beer		\$10.	100. 00.
5 A. Cider		\$7.	35. 00
10 A. Pork.		\$10.00	100. 00
15 A. Leaf cigars		\$25.	400. 00
3 pkts. Molasses	12 1/2 gal 360 gal	" 37 1/2.	135. 00
2 pipes Whiskey	125 G. E. 250	50.	125. 00
150 A. Sperm Oil		1.12 1/2.	202. 50
Mustard	20 doz. c \$2.	\$2 10	40. 00
3 Kegs Horradish			
3 Bbls. Cornmeal			
400 th Leaf			
4000 Spanish cigars		\$12.50.	50. 00
20,000 American A.		2.00	40. 00

Tobacco.

210. 00

Stock in trade as assignees or trustees and to enforce the same out of & against said stock in trade, but the said Ten thousand dollars or any part thereof, that may be then received by said trustee shall be held for the debt & separate use benefit & behoof of the said Jane during the joint lives, and after his death should he first die, shall be paid to her as her own property absolutely and for ever, but should he survive her then in like manner to him. In witness whereof the said parties have hereunto set their hands and seals the day and Year above written.

Signa Julia (delivered)

Wm. Robinson (delivered)

Dr. Wm. Schmidt (delivered)

In presence of Samuel Dales Dickson - John Davison

Schedule appraisement of the stock in trade of Wm. William Robinson taken by us this day January 13th 1821 Charleston S. Carolina

2 pipes Brandy	1 gal. 260.	\$1.55	\$403. 10
1 A. W. Wine	" 100.	2.50	250. 00
1 A. Ten. A.	" 110.	137.	151. 25
4 A. Good	" 500.	50.	250. 00
3 pkts. I Rum	" 240	1.25.	300. 00
10 A. O. E. Rum	1200.	40.	480. 00
4 A. Whiskey	" 500.	40.	200. 00
10 Half Chests of Tea	30 241. 300 64.	\$1 -	300. 00
30 Boxes Candles.	40 th each. 1200 64.	21.	240. 00
10 A. Soap	60 " 600 "	12 1/2.	75. 00
12 Kegs Butter	80 " 960.	25.	240. 00
10 A. Lard	50 " 500.	12 1/2.	62. 50
5 Boxes Chocolate	50 " 250.	20.	50. 00
4 pkts. Sugar	\$100 each. 2600 *	30.	600. 00
— Coffee	2600 *	30.	600. 00
10 Bbls. Beer		\$10.	100. 00.
5 A. Cider		\$7.	35. 00
10 A. Pork.		\$10.00	100. 00
15 A. Leaf cigars		\$25.	400. 00
3 pkts. Molasses	121 1/2 gal 360 gal	" 37 1/2.	135. 00
2 pipes Whiskey	125 G. E. 250	50.	125. 00
150 A. Sperm Oil		1.12 1/2.	202. 50
Mustard	20 doz. c \$2.	\$2 10	40. 00
3 Kegs Horseradish			
3 Bbls. Compound			
400 th Leaf			
4000 Spanish cigars		\$12.50.	50. 00
20,000 American A.		2.00	40. 00

199.

5 Boxes white Wax^o Paper

100 Do. Salt

Pepper & Spices

1 Negro Wench

Out Standing Debt

Household & Kitchen Furniture

Starch & Blue

20 Stand Casks

Prockery & Fittens in Store

John Carson

Sam^l C. Dickson

Signed & sealed to bind a bond of
Samuel Cates Dickson John Carson

W^m. Robinson, Lt.

Dr. W^m. Schmidt Lt.

Samuel Cates Dickson made oath that he saw William Robinson
& John W Schmidt sign and deliver the foregoing instrument of
writing for the use, & purposes therein mentioned & he also saw
them sign the Schedule therunto annexed, and that he with
John Carson witnessed the same

Gave to before me this 15 January 1821. Pub. Off. Not pub

Recorded 15 January 1821

State of North Carolina

This Indenture in part title made the
second day of November in the Year of our Lord and thousand Eight
hundred and twenty, between Rufell Pherson Smith of Charlotte
in the State aforesaid Esquire of the one part Margaret Canty of
St. Stephens Parish in the said State Spinster of the second part
and Samuel Dubois a trustee nominated and appointed by the
said Rufell Pherson Smith and Margaret Canty for the trusts
intents and purposes herein after declared of the third part Whereas
marriage by divine Jurisdiction is shortly intended to be had and solemnized
between the said Rufell Pherson Smith and the said Margaret Canty
and whereas the said Margaret Canty at the time of executing of these
present is entitled to and possessed of the negro slaves hereinafter named
and it is the wish of the said Rufell Pherson Smith and Margaret Canty
that they should be settled in the manner and on the terms, and to the
use & trusts herein after expressed and for that purpose should be vested
in the said Samuel Dubois his executors Administrators. Now this
Indenture witnesseth that for the purpose of carrying into effect such
their wish and the considerations of the said intended marriage and
also of the sum of one hundred cents by the said Samuel Dubois
to the said Margaret Canty in hand paid at and before the sealing

and delivery of these presents to the said P. W. K. is hereby acknowledged by the said Margaret Bentley by and with the joint and consent of the said P. W. K. Smith testified by his being a party and executing these presents, hath granted bargained and sold and by these presents doth grant bargain sell and deliver unto the said Samuel Dubois and singular the following negro slaves that is to say Amari, Will, Affy, Hagad, Vanny, Vancha, Julius, Billy, Billy, Peter, Ester, Elizabeth, Mary, Cynthia, Pined, Gray, Adam, Jack, Simon, Chandra, Monimia, Pamelis, Judy, Maria and infant, P. Key, Clara, James and Peter, to have and to hold all and singular the said slaves together with the future issue and increase of such as are females unto the said Samuel Dubois his executors and administrators to for and upon the uses and trusts herein now to be declared that is to say to the use of the said Margaret Bentley her executors and administrators until to solemnization of the aforesaid marriage and immediately from and after the solemnization of the said marriage to the use of the said P. W. K. Smith and Margaret Bentley during the term of their joint lives and from and after the death of the said P. W. K. Smith or of the said Margaret Bentley to the use of the survivor of them during the term of his or her natural life it being understood and agreed that the said property and as for thereof shall be subject or liable to any present or future debt or engagements of the said P. W. K. Smith and from and after the death of such survivor to the use of the child or children of the marriage between the said P. W. K. Smith and Margaret Bentley who shall be then living their executors administrators and assigns provided nevertheless that if the said Margaret Bentley survive the said P. W. K. Smith then to the use not only of the child or children of the aforesaid marriage but also of any child or children that she may have by any future marriage his her or their executors administrators and assigns for and share and share alike But if at the death of the said P. W. K. Smith or Margaret Bentley there should be living no child or children and in the case of the said P. W. K. Smith dying first there should be no posthumous child or children of the aforesaid marriage or if such children should die before the surviving child or children then in trust for and it is the meaning of these presents that all and singular the property hereby stated shall be absolutely vested in the said P. W. K. Smith or in the said Margaret Bentley as he or she shall be the survivor and shall outlive such child or children his or her executors and assigns for use free from all further trusts limitations and restrictions whatever and it is perfectly agreed and understood