

John Brown her late husband as aforesaid. It has and shall be
all and singular the said property before mentioned, unto the said
William Lester his Executors and administrators, who stand for the
said Mary Brown until the said intended marriage shall be
solemnized and take effect, and immediately after the solemnization
thereof. In trust for the said Mary Brown and the said Henry
Inglesby her intended husband, during their joint lives, but in con-
fidence that he the said William Lester do and shall during the
joint lives of the said Henry Inglesby and Mary Brown his inten-
ded wife well and truly permit and suffer the said Henry Inglesby
to take all and singular the said property real as well as personal be-
fore mentioned, and receive and take and be entitled to every in-
crement and advantage, that shall or may arise and accrue from
the same during that period to his own use, benefit and behoof, with-
out any restraint control or interruption of or by the said William
Lester his Executors and administrators, on any account or pretence
whatsoever; Provided, never theless, and it is the true intent and mean-
ing of all the parties to these presents that the said Mary Brown have
the right and exclusive right, at any time, and at all times to alienate
and dispose of any and all the aforesaid property either by will and
testament, deed or otherwise. In Witness whereof the parties have
hereto interchangeably set their hands and seals the year and day
first before written. Henry Inglesby L.S. Mary B. Brown L.S.
Signed, sealed, & delivered in presence of John Waldo, W. H. Inglesby.
W. H. Inglesby made oath that he saw Henry Inglesby and Mary
B. Brown sign seal and deliver the within instrument of writing
for the uses and purposes therein mentioned and that he with
John Waldo Witnessed the same, Sworn to before me this 15th June
1821 Benjⁿ Clegg J^r Not. Pub.

Recorded 15th June 1821

State of South Carolina

These Articles of agreement made
and executed at Charleston in the state aforesaid this twelfth day of
June in the year of our Lord one thousand eight hundred and
twenty one and in the forty fifth year of sovereignty and Independence
of the United States of America between and among Joshua D.
Whitledge of Charleston aforesaid Doctor of Medicine of the first part
Sarah Bailey W. Lord sole surviving issue of the late Governor of
Doctor Donald W. Lord and his wife Elizabeth Bailey W. Lord
deceased of the second (and being an infant under twenty one years
of age and in Law incapable of entering generally into a contract

obligatory on her she is made a party hereto only as evidencing and showing her consent and approbation to the matters herein contained, and Hugh Wilson of Mademalaw Islands of the said State than the Attorney in Law of the said Sarah Bailey Wilcox of the said State. Whereas a marriage is intended shortly to be had and solemnized between the said Joshua P. Whitridge and the said Sarah Bailey Wilcox and she the said Sarah Bailey Wilcox being entitled to certain property in her own right, it is here been understood and agreed between the said Joshua P. Whitridge and the said Sarah Bailey Wilcox that the said property real and personal should be settled in the manner and to and for the several uses intents and purposes specially set forth in the recital of the said agreement contained in a Bond or obligation bearing even date with these presents from the said Joshua P. Whitridge unto the said Hugh Wilson as the trustee of the said Sarah Bailey Wilcox in the penal sum of fifty thousand dollars Conditioned for the true and faithful performance of all and singular the several promises and agreements in the said recital thereof in the said Bond set forth which said Bond is hereby specially referred to and made apart of these presents. Now these articles of agreement Witness that the said Bond or obligation and the agreement in the Recital of the said Bond set forth and every matter clause and thing therein are according to the wish intention and desire of her the said Sarah Bailey Wilcox, and she hath promised and agreed and doth hereby on her part so far as she can now bind herself promise and agree to do and perform all things necessary and requisite to carry the same into full and complete effect, and that the said Hugh Wilson hath accepted of the said Trust and with on his part do and perform all things to be by him done and performed in and about the said Trust and that the said Joshua P. Whitridge ratifies and confirms the said Bond or obligation and the Recital and condition thereof and every clause and thing therein respectively contained. In Witness whereof the said parties have hereunto interchangeably set their hands and seals the day and year above written. Joshua P. Whitridge Sarah P. Wilcox (S. S.) Hugh Wilson (S. S.) Signed, sealed & delivered in the presence of, J. S. Richardson, P. Grimball. P. Grimball made oath that he saw J. P. Whitridge, Sarah P. Wilcox and Hugh Wilson. Sign sealed & deliver the within instrument of Writing for the uses and purposes therein mentioned and that he with J. S. Richardson witnessed the same. Sworn to before me this 15th June 1821. Benjⁿ Ellis S^r Not. Pub.

Recorded 15th June 1821.

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State of South Carolina

Know all men by these presents that I Joshua B. Whitledge of the city of Charleston in the State of the State of South Carolina do hereby certify and am firmly bound unto Hugh Wilson of the same State in the State aforesaid Charles Trustee of said Parish of St. Michael's Parish of the State aforesaid Donald M. Lord of the State aforesaid in the State aforesaid in the full and just sum of sixty thousand Dollars to be paid to the said Hugh Wilson as trustee as aforesaid his certain Attorney, Executors, Administrators or assigns. To which payment well and truly to be made and done I bind myself and each and every of my heirs Executors and administrators firmly by these presents sealed with my seal and dated this twelfth day of June in the year of our Lord one thousand eight hundred and twenty one and in the forty fifth year of the sovereignty and Independence of the United States of America. Whereas the above named Sarah Bailey M. Lord and surviving issue of the above named Donald M. Lord and Elizabeth M. Lord both now deceased under and by virtue of the marriage settlement before marriage entered into between the said Donald and Elizabeth M. Lord then Elizabeth do hereby under date of the fifth day of September in the year of our Lord one thousand seven hundred and ninety five and duly proved and recorded in the office of the Secretary of State is entitled to in her own right all and singular the property real and personal hereinafter described to wit the said Sarah Bailey M. Lord is entitled to all that Plantation or tract of land situate lying and being on Edisto Island in the State aforesaid more or less and containing two hundred and fifty acres more or less, and Butting and Bounding Southwardly on Lands now or lately of William Evans, Westwardly on Lands now or lately of Thomas Ashbrook Northwardly on Lands now or lately in the occupancy of Mr. Providence Pugh and easterly on Lands of the Presbyterian Church of Edisto Island aforesaid together with all and singular the rights members privileges tenements and hereditaments to the said Plantation or Tract of land in any manner incident or belonging and further the said Sarah Bailey M. Lord is entitled to and possession of all these Eighty four Negro Slaves, James, Kate, Buff, Cyrus, Sam. Bella, Hagar, John, Glee, London, Nina, Jeff, London, Hanner, Lucy, Betty, Meg, Ben, Annie, Fanny, Will, Mary, Stephen, Abner, Isabella, Sampson, Hagar, Mary, Lydia, Nina, Moll, Pats, Buff, Rose, Boston, Francis, Nina, Isaac, Abel, Isaac, Buff, Gato, Tina, Andrew, Fanny, Andrew, Abner, Clarissa, Paul, Frank, Fanny, Fanny, Rose, Fanny, Harry, Fanny, Abel, Fanny, Fanny, Fanny, Charlotte, May, Cornelia, Charles, Sarah, Sarah

Abraham, Jacob, Susan, Mylie, Louisa, Joshua, Andrew, Betty, William, Abner, Hannah, George, Phoebe, Prince, Sampson, Julia, with their present, and future issue, and increase and whereas a marriage is intended shortly to be had and solemnized between the said Joshua B. Whitridge and the said Sarah Bailey McLeod, and it is the wish and desire as well of the said Joshua B. Whitridge as of the said Sarah Bailey McLeod that all the property real and personal, above mentioned and described belonging to her the said Sarah Bailey McLeod should in the manner and to and for the several uses intents and purposes herein after expressed and declared of and concerning the same be settled in the said Hugh Wilson the Brother in Law of her the said Sarah Bailey McLeod his heirs Executors and administrators according to the nature of the estate as Trustee in Trust for her the said Sarah B. McLeod and whereas the said Sarah Bailey McLeod being yet an Infant under the age of Twenty one years is by reason of her Infancy incapable in Law of now releasing and conveying to the said Hugh Wilson as Trustee as aforesaid the said property real and personal in order to effect the devise and intention of the parties and for and in consideration of the said intended marriage, and further in consideration of the sum of ten dollars by the said Hugh Wilson to the above bound Joshua B. Whitridge in hand paid at and before the sealing and delivery of these presents the receipt whereof he does hereby acknowledge, he the said Joshua B. Whitridge for himself his heirs Executors and administrators hath promised and agreed and doth hereby promise and agree to and with the said Hugh Wilson as Trustee as aforesaid his heirs Executors and administrators in manner and form following, that is to say that in the event of the said intended marriage taking place when and so soon thereafter as the the said Sarah Bailey McLeod shall have attained the full age of Twenty one years she the said Sarah Bailey McLeod shall and will join with him the said Joshua B. Whitridge and he the said Joshua B. Whitridge shall and will join with her the said Sarah Bailey McLeod in signing sealing executing and delivering or in causing and promising to be signed sealed executed and delivered unto the said Hugh Wilson as Trustee as aforesaid his heirs Executors and administrators all and every such lawful acts and acts thing and things devices assurances and covenances in the law whatsoever with covenants of Seign, peaceable possession further assurances, and general Warranty according to the nature of the Estate to release convey confirm and assure unto the said Hugh Wilson as Trustee as aforesaid his heirs Executors administrators and assigns all and singular the property real and personal above mentioned and set forth and every part and parcel thereof to and for the several uses intents and purposes herein after expressed and

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declared of and concerning the same, and that the said
 B. M. Leod shall and with relation to the same, be and shall be
 binding to law unto the said Hugh Wilson his heirs and assigns
 his heirs and assigns of and in all and singular the said real estate in
 trust nevertheless and to and for the several and intentional purposes
 herein after expressed and declared of and concerning the same that
 is to say all and singular the said property real and personal to wit
 the plantation or tract of land on Edisto Island and eighty four
 Negro Slaves with their present and future issue and increase above
 mentioned and set forth and each and every of them unto the said
 Hugh Wilson his heirs Executors and administrators and assigns
 in trust to suffer and permit the said Joshua P. Whitledge
 and Sarah Bailey M. Leod to have take receive use and enjoy
 the rents issues profits and services of all and singular the
 premises to and for the sole use benefit and behoof of them the said
 Joshua P. Whitledge and Sarah Bailey M. Leod for and during the
 joint lives of them the said Joshua P. Whitledge & Sarah Bailey
 M. Leod without being in any manner subject to the debts contracts
 charges or incumbrances of him the said Joshua P. Whitledge or any
 of them and from and immediately after the determination
 of that Estate then to the use of the said Hugh Wilson his heirs Ex-
 -cutors and administrators and assigns according to the nature of
 the Estate during the joint lives of the said Joshua P. Whitledge
 and Sarah Bailey M. Leod upon trust to support and preserve the
 contingent uses and Estates herein after mentioned from being defeated
 or destroyed and for that purpose to make entries and bring actions as
 occasion may require but nevertheless to suffer and permit the said
 Joshua P. Whitledge and Sarah Bailey M. Leod to have take receive
 use and enjoy the rents issues services and profits thereof and of any part
 thereof to and for their own use and benefit during their joint lives as
 aforesaid subject nevertheless to the restrictions limitations and pro-
 -visoes aforesaid that is to say without being in any manner subject to
 the present or future debts contracts charges or incumbrances of him the
 said Joshua P. Whitledge and from and immediately after the
 death of either of them the said Joshua P. Whitledge or Sarah Bailey
 M. Leod then in trust to and for the sole use benefit and behoof of the
 survivor of them the said Joshua P. Whitledge and Sarah Bailey
 M. Leod for and during his or her natural life without impeachment
 of or for any manner of waste and from and immediately after the
 determination of that Estate then to the use and behoof of the said
 Hugh Wilson his heirs Executors administrators and assigns upon

250. Trust to support and preserve the contingent remainders herein
limited from being defeated or destroyed and for that purpose to bring
actions and make entries as occasion may require but notwithstanding the
Trust to permit and suffer the said survivors of them the said Joshua B.
Whitidge and Sarah Bailey M'Leod for and during his or her natural
life to have receive take use and enjoy the rents issues profits and services
of all and singular the said premises to and for his or her own sole use
and benefit and from and immediately the death of the said survivors of
them the said Joshua B. Whitidge and Sarah Bailey M'Leod then
in Trust for and to and for the use benefit and behoof of such lawfully
begotten children children of her the said Sarah Bailey M'Leod as shall
be living at the death of the survivors of them the said Joshua B. Whitidge
and Sarah Bailey M'Leod if more than one of them to be equally divided
among them share and share alike as Tenants in common and if but
one then to that one his or her heirs and assigns absolutely and forever
freed and discharged from all further and other Trust provided always
that in case either or any of the said children shall have married and
died leaving lawfully begotten issue living at the time of the death of
the survivors of them the said Joshua B. Whitidge and Sarah Bailey
M'Leod then such issue shall represent his her or their Parent or Parents
and have take and receive the same share or shares in the said premises
real and personal as the Parent or Parents if ~~alive~~ would have been
entitled to and would have taken and received and provided further
that if on the death of either the said Joshua B. Whitidge or the said
Sarah Bailey M'Leod, whichever should first happen no lawfully begotten
Children Children of the said Sarah Bailey M'Leod or the lawfully begotten
Issue of such child or Children shall be then living or if such child or chil-
dren or the lawfully begotten issue of such child or Children should be
then living but afterwards and during the life of the survivor of them the
said Joshua B. Whitidge and Sarah Bailey M'Leod such child or chil-
dren and the lawfully begotten issue of such child or Children should
die leaving no lawfully begotten issue or lineal descendant living at the
time of his her or their death to survive the survivor of them the said Joshua
B. Whitidge and Sarah Bailey M'Leod then In Trust for and to and
for the sole use benefit and behoof of the said survivors of them the said
Joshua B. Whitidge and Sarah Bailey M'Leod his or her heirs Ex-
ecutors administrators or assigns absolutely and forever freed and from
discharged from all further or other trusts, and it further understood
promised and agreed by and between the parties aforesaid that immediately
from and after the solemnization of the said intended marriage
and until the said Sarah Bailey M'Leod can and shall join the said

Joshua P. Whitledge in signing sealing and attesting the
 said Hugh Wilson as Trustee as aforesaid his heirs Executors and admin-
 istrators good and sufficient deeds conveyances and assurances the law
 to grant bargain sell convey release and confirm all and singular the
 said premises real and personal unto the said Hugh Wilson his
 heirs Executors and administrators to and for the several uses intents
 and purposes herein before expressed and declared and assuming
 the same that all and singular the said premises real and personal
 shall be and remain to and for the same uses intents and purposes and
 no other herein before mentioned and expressed as fully and effectually
 to all intents and purposes and in every respect as if the same
 had been now legally effectually and surely conveyed and confirmed
 unto the said Hugh Wilson his heirs Executors and administrators
 to and for the uses intents and purposes aforesaid and it is also further
 promised understood and agreed by and between the parties aforesaid
 that in case it should at any time or times hereafter be thought expedient
 or proper to sell dispose of or change any part or parts of the prem-
 ises real or personal above mentioned and set forth then and in the
 case it shall and may be lawful to and for the said Joshua P.
 Whitledge and Sarah Bailey Whitledge during their joint lives or for
 the survivor of them the said Joshua P. Whitledge and Sarah
 Whitledge during his or her natural life but always by and with the
 advice and consent of the said Hugh Wilson or his successor or suc-
 cessors as Trustee or Trustees as aforesaid evidenced by joining therein to
 change sell and dispose of all and singular the said premises real
 and personal and every and any part or parts thereof and to make
 execute and deliver good and sufficient deeds conveyances and
 assurances thereof and the proceeds thereof arising and every part
 and parcel thereof shall and will be and remain subject to the same
 uses intents and purposes herein before mentioned and expressed
 and to and for no other use intent or purpose whatever and it is
 further understood promised and agreed by and between the parties
 aforesaid that it shall and may be lawful to and for the said Joshua
 P. Whitledge and Sarah Bailey Whitledge or the survivor of them by
 and with the advice and consent of the said Hugh Wilson his suc-
 ceesor and successors evidenced by joining therein by deed duly executed
 under hand and seal to constitute nominate and appoint another
 Trustee or Trustees in the place or stead of the said Hugh Wilson
 his successor or successors as trustee or Trustees as aforesaid and the suc-
 ceesor or successors as Trustee or Trustees as aforesaid from time to
 time last constituted and appointed shall and will possess and

enjoy all and singular the rights powers privilege and authority
be subject to all the duties responsibility and liabilities of the said
Hugh Wilson as Trustee as aforesaid. Now the condition of the fore-
going obligation is such that if the above bound Joshua P. White-
-ridge shall and do in all things well and truly stands to perform
fulfil and keep the agreement aforesaid and every clause matter
article and thing therein contained then this obligation to be void
and of no effect or else to be and remain in full force and virtue.
Signed sealed and delivered in the presence of Joshua P. Whitridge P. D.
P. Crimball, J. S. Richardson. } P. Crimball made oath that
he saw Joshua P. Whitridge sign seal and deliver the within instu-
ment of writing for the uses and purposes therein mentioned and he
with J. S. Richardson witnessed the same. Sworn to before me
this 15 June 1821. Benj. C. C. S. Not. Pub.

Recorded 15 June 1821

The State of South Carolina

This Indenture of three
parts made on the twenty eighth day of June in the year four Lord one
thousand eight hundred and twenty one between Thomas Napier of
the City of Charleston in the State aforesaid Merchant of the first part
Rebecca Stiles of the City and State aforesaid Widow of the second part
and Thomas Lee and others Trust. of the City and State aforesaid, of
the third part, Whereas a marriage hath been a good upon and is con-
tended, by divine jurisdiction to be shortly hereafter had and solemnized
between the said Thomas Napier and the said Rebecca Stiles, And when
as the said Rebecca Stiles is interested and entitled unto a certain unde-
-vided portion of the personal Estate of the said deceased and described as
will hereafter as in a schedule third of hereunto annexed and marked
(N. 1) Number one that is to say one certificate for four hundred and three
(403) shares in the Planters and Mechanics Bank in the City of Charleston
in the State aforesaid dated the twenty eighth day of February one thousand
eight hundred and twenty one and numbered three hundred and thirty two (332) also one other certificate for forty (40) shares in the
said Bank dated the twenty first day of February in the year aforesaid
and numbered (334) three hundred and thirty four and eighty four;
also one certificate numbered (17) seven for the sum of two thousand
dollars in the new 500 paper issued by the State of South Carolina
dated the eighth day of February in the year aforesaid, which said three
certificates are all joined in the name of Thomas Napier in trust for
Rebecca Stiles. And whereas one certificate for one hundred (100) shares in
the aforesaid Planters and Mechanics Bank dated the seventh day

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see Misc. Rec. 5 N. 2 Page 44. for Transfer of property - C. C.

Certificate in this Mortgage Indenture is duly Recorded in
Mar. Lett. B. N. No. 9. Page 133.

of June instant and numbered (3470) three thousand four hundred and ninety, also one other certificate for eight (8) shares in the State Bank in the City and State aforesaid dated the seventh day of June instant, and numbered (1907) twelve hundred and thirty nine, which said two last mentioned certificates are issued in the name of the said Rebecca Stiles, also two certain Bonds or obligations, one of Hugh Wilson and the other of W. L. Williams given to Thomas Hunt Esq. Commissioner in Equity and assigned over by him, and both dated the fifteenth day of April one thousand eight hundred and eighteen, on which Bonds several payments have been at different periods respectively made and the balances due thereon has not as yet been ascertained. And Whereas the said Rebecca Stiles is entitled unto one undivided third part or proportion of the real and personal Estate of her deceased Father, Major Simon Thews, who died intestate, And Whereas upon a partial division and partition of the said Estate there was assigned and transferred unto the said Rebecca Stiles, which she is now possessed of in her own right, the personal Estate mentioned and described as well hereafter as in a schedule thereof hereunto annexed and marked (A. 2.) number two, that is to say, one certificate for three hundred and forty eight (348) shares in the Planters and Mechanics Bank aforesaid dated the thirteenth day of June in the year aforesaid and numbered (193495) three thousand four hundred and ninety five. Also one other certificate for forty five (45) shares in the Union Bank of South Carolina dated the fourteenth day of June in the year aforesaid. Also one other certificate for eighty (80) shares in the United States Bank dated the day of in the year aforesaid. Also one other certificate for eight (8) shares in the State Bank in the City of State aforesaid dated the day of in the year aforesaid. Also one other certificate for twenty nine (29) shares in the South Carolina dated the day of in the year aforesaid. And Whereas the said Rebecca Stiles is entitled in her own right to the negro slave hereinafter mentioned. And Whereas upon the Treaty of the said intended marriage it was agreed that the share or proportion of the said Rebecca Stiles, whenever the same shall be ascertained in the Bank stock, six per cent stock and Bonds herein before first mentioned and specified and mentioned in the schedule hereunto annexed and marked (A. 1.) number one, should be respectively transferred and assigned to and vested in the said Thomas Lee and Simon Thews, and the sum in or of them and the Executors administrators and assigns of such survivor upon the several trusts and for the several intents and purposes hereinafter expressed and declared of

260 and concerning the same, And it was also upon the saids, marriage
treaty agreed that the stock mentioned and described in the schedule
herunto annexed and marked (N^o 2) Number two, And also the
negro slaves hereinafter mentioned, And also all the Estate, right, title,
property, interest claim and demand which she the said Rebecca
Stiles is seized, possessed of and entitled unto in to and out of the Estate
both real and personal of her deceased Father the said Simon Theus,
and also all the Estate whatever nature or kind the same may be of
which the said Rebecca Stiles is now seized of or possessed of, or entitled
unto, or which hereafter she may be interested in and entitled unto
either by descent distribution, gift, devise, bequest, or otherwise should
be respectively annexed and assigned, transferred and set over unto
the said Thomas Lee and Simon Theus and the survivor of them and
the Heirs Executors, administrators and assigns of such survivor upon
the several trusts and for the several intents and purposes hereinafter
expressed and declared of and concerning the same, and subject to the
same power of revocation hereinafter expressed: NO this Indenture
Witnesseth that in pursuance and in part performance of the said
written agreement, and in consideration of the said intended marriage
And also in consideration of the sum of five dollars to each of them the
said Thomas Napier and Rebecca Stiles in hand paid by the said Thomas
Lee and Simon Theus, at and before the sealing and delivery of these
presents (the receipt whereof is hereby acknowledged) she the said Rebecca
Stiles with the privity and consent of the said Thomas Napier, her
intended husband, testified by his being a party to and sealing and de-
livering these presents, hath bargained, sold, assigned, transferred and
set over and by these presents hath bargain sold, assign, transfer and set
over unto the said Thomas Lee and Simon Theus and the survivor
of them and the Heirs Executors administrators and assigns of such
survivor all and every part of the undivided share or proportion of her the
said Rebecca Stiles in, to and out of all and singular the Bank stock
six per Cent stock and Bonds hereinafter first mentioned and described
and specified and contained in a schedule therof herunto annexed
and marked (N^o 1) Number one: And also all and singular the Bank
stock hereinafter secondly mentioned and described and specified and
contained in a schedule therof herunto annexed and marked (N^o 2)
number two: And also, the following Negro Slaves Jenny and her two
children named and , Peggy and her child named Billy
Diana, and Mary, together with the future issue and increase of the family
of them. And also all and singular the Estate, right, title, Interest
property, claim or demand whatsoever which she the said Rebecca

Stiles is now signed, purposed, for and in behalf of the said
 both real and personal of Simon Thews, being the said Thomas Napier
 and all full and singular her the said Rebecca Stiles Estate of what
 ever nature or kind the same may be, not hereinbefore specially men-
 tioned and set forth, together with all the right, title and interest
 whatsoever of her the said Rebecca Stiles in and to the said and singular
 the aforesaid premises and every part and parcel thereof to have and
 to hold all and singular the premises hereinbefore mentioned and
 intended to be hereby granted, transferred and released unto the
 said Thomas Lee and Simon Thews and the survivor of them, and
 the Heirs, Executors, administrators and assigns of such survivor, in
 Trust Nevertheless to for and upon the several uses, trusts, intents and
 purposes and subject to the several powers, limitations and agree-
 ments, hereinafter, mentioned, limited, expressed and declared of and
 concerning the same, that is to say in trust, to and for the use and
 behoof of the said Rebecca Stiles and her Heirs until the solemnizing
 of the said intended marriage, And from and immediately after the
 solemnization thereof In Trust, that the said Thomas Lee and Simon
 Thews and the survivor of them and the Heirs, Executors and adminis-
 trators of such survivor, during the joint lives of the said Thomas Napier
 and Rebecca Stiles, his intended Wife, shall and do permit and
 suffer, or else sufficiently authorize and empower the said Thomas
 Napier to receive and take all the interest, profits and produce to arise
 he had or made of all and singular the premises hereinbefore mentioned
 and intended to be hereby granted, transferred and released, for the
 purpose of maintaining him the said Thomas Napier and the said
 Rebecca Stiles and her children, in such manner as he in his discretion
 shall see fit, without being accountable to any one for the application
 of the same, but not to be subject to the debt, contract or engagement
 of the said Thomas Napier, and from and after the said Rebecca
 Stiles should she die before the said Thomas Napier, then in trust
 to and for such person or persons, in such parts, shares and proportions, and
 upon such conditions, manner and form as she the said Rebecca Stiles
 notwithstanding her intended coverture by any deed or writing or by her
 last will and testament in writing, to be by her duly executed in the
 presence of two or more credible witnesses, shall give, direct limit or
 appoint the same (which deed, writing or will she the said Rebecca
 Stiles is hereby and by the said Thomas Napier her intended Husband,
 made and empowered to make) And in default of such
 gift, disposition, direction, limitation or appointment and the said
 Rebecca Stiles shall have any child or children, grand child or

or grand children, issue of the said intended marriage or of her former marriage, living at her death, then in trust to and for the use and benefit and behoof of the said Thomas Napier and such children or grand child or grand children issue of the said intended marriage or of her former marriage, his, her and their Heirs Executors, administrators and assigns, to be equally divided between them share and share alike, such grand children standing in their parents stead, and taking between them only their parents share. But in case, the said Rebecca Stiles should make no disposition or appointment as aforesaid and shall leave no children, children, grand child or grand children issue of the said intended marriage or of the former marriage, living at her death then in trust to and for the sole separate and peculiar use benefit and behoof of the said Thomas Napier his Heirs Executors administrators and assigns, But in case the said Thomas Napier should die before the said Rebecca Stiles then from and immediately after the death of the said Thomas Napier in trust to and for the sole separate and peculiar use benefit and behoof of the said Rebecca Stiles her Heirs Executors, administrators and assigns, free and discharged from any further trust; Provided always, nevertheless that in case it should hereafter appear to the said Thomas Napier and Rebecca Stiles during their joint lives that the whole or any part of the premises hereinbefore mentioned and intended to be hereby granted, transferred and released should be sold and disposed of, and the proceeds thereof be in the purchase of any other property, real or personal, or both, then and in such case it shall and may be lawful to and for the said Thomas Napier and Rebecca Stiles, by their deeds properly executed in the presence of two or more credible Witnesses, to revoke, and make void all and every use and uses herebefore limited of and concerning the premises hereinbefore mentioned and intended to be hereby granted, transferred & released or any part or parcel thereof, and to limit and declare any new use or uses of or concerning the same, to be upon, and at the time of making such revocation and limiting any new use or uses of or concerning the said premises or as soon thereafter as can be conveniently done, the monies or proceeds arising from the sale or disposal of the said premises be vested by the said parties in the purchase of any other property, real or personal or both, and the same use and sufficiently conveyed and transferred unto the said Thomas Lee and Simon Thos and the survivors of them, and the Heirs Executors and administrators and assigns of such survivors; the said Thomas Napier signing the deeds conveying and transferring the same, and thereby testifying his intent that the same be in trust nevertheless to and for the same uses and purposes as those already expressed. Provided also, never

thought that the same power, subject to the same limitations, might
 given to the same parties from time to time in order that they might
 think it advantageous to revoke the said limitation of the whole or any
 part, of any property acquired by the said or disposed of by the said
 premises or any part thereof, either immediately or in any manner of
 at any new use or uses thereof. And the said limitation for the
 William 1666 that the said Thomas Napier should in execution of
 the said intended marriage and for the other and sundry administration
 doth hereby covenant, promise and agree to and with the said Thomas Lee and
 Simon Theus and the survivors of them and the Heirs Executors admin-
 istrators and assigns of such survivors that he the said Thomas Napier
 shall and will within twelve months next ensuing the date of these pre-
 sents, in due form, well and sufficiently transfer and assign all and
 singular the stock mentioned and contained in the schedule hereunto
 annexed and marked (A. 2) number two unto the said Thomas Lee and
 Simon Theus and the survivors of them and the Heirs Executors and
 administrators of such survivors: And also, that he the said Thomas
 Napier shall and will within twelve months next ensuing the day on
 which the share or proportion of the said Rebecca Stiles in the stock men-
 tioned in the schedule hereunto annexed and marked (A. 4) number
 one, shall be ascertained, in due form, well and sufficiently transfer and
 assign, or cause or procure to be transferred and assigned, all and singular
 the share or proportions of the said Rebecca Stiles in and to the said stock
 unto the said Thomas Lee and Simon Theus and the survivors of them
 and the Heirs Executors, administrators and assigns of such survivors: And
 also that the said Thomas Napier shall and will, on the receipt of any money
 or monies on account of the Bonds mentioned in the schedule hereunto
 annexed and marked (A. 1) number one, immediately account for and
 pay over the amount of principal money of the sum so received by him
 to the said Rebecca Stiles would be entitled, reserving the interest accu-
 ing thereon, by virtue of these presents, for the maintenance of himself, the
 said Rebecca Stiles and her children as hereinbefore limited and declared, unto
 the said Thomas Lee and Simon Theus and the survivors of them and the
 Heirs Executors, administrators and assigns of such survivors: And also
 that he the said Thomas Napier shall and will from time to time and
 at all times hereafter join and concur to and with the said Rebecca
 Stiles, his intended wife, in all such acts, deeds, assignments, assignan-
 ces in the law as by the counsel of the said Rebecca Stiles shall be ad-
 vised or deemed necessary for effectually assigning, settling and as-
 signing all and singular the said premises hereinbefore mentioned
 And also all and singular such property, real or personal in both, as she

264 the said Rebecca Stiles, now is, or as she, or the said Thomas Napier in any
at any time hereafter shall or may become, possessed of or entitled unto, either
by descent, distribution, gift, devise, bequest, or otherwise, unto the said Thomas
Lee and Simon Thues and the survivors of them and the Heirs, Executors
and administrators and assigns of such survivors: AND it is hereby declared
to be the true intent and meaning of these presents and of the parties hereto
that all and every other conveyance and assurance, which shall hereafter
be made unto the said Thomas Lee and Simon Thues and the survivors of
them and the Heirs Executors and administrators of such survivors by virtue
of these presents shall be and must and shall be adjudged, deemed, construed
and taken to be and must and is and are hereby declared to be meant and
intended to be and must and the said Thomas Lee and Simon Thues and
the survivors of them, and the Heirs Executors and administrators of such
survivors, shall stand and be seized and possessed of all and singular the
Estate, real, or personal or both, conveyed, transferred and assigned in and
by the said conveyance and assurance, to and for the several uses, intents
and purposes upon the trusts and confidence and under and subject to
the provisions, limitations and agreements, hereinbefore limited, declared
and expressed, AND to and for no other use, intent or purpose whatever
AND further, the said Thomas Napier for himself, his Heirs Executors and
administrators doth hereby covenant, promise and agree to and with the
said Thomas Lee and Simon Thues, and the survivors of them and the
Heirs Executors administrators and assigns of such survivors in manner
following, that is to say that for and notwithstanding any act, matter
or thing whatsoever by him the said Thomas Napier to be had, made, done
committed, executed, suffered or asserted unto, it shall and may be lawful
to and for the said Rebecca Stiles, his intended Wife, at any time or times
during her intended coverture and at all times to make such Deeds writing
or wills in manner as aforesaid, and hereby give, direct, limit, appoint
and dispose of all and singular the premises hereinbefore mentioned and
intended to be hereby conveyed and transferred, or any part thereof, to such
person or persons and to and for such use and uses, trusts, intents and pur-
poses and in such manner and form as the said Rebecca Stiles, notwith-
standing her intended coverture, shall at any time think fit AND that
be the said Thomas Napier his Heirs Executors and administrators and
all and every other person and persons whatsoever claiming by from or
under him or them, shall not question, contest, obstruct, or hinder such
disposition of her the said Rebecca Stiles, his intended wife, of and in the
said respective premises so be by her given and disposed of as aforesaid AND
further, that all and all manner of such gifts and dispositions whatever
to be by her the said Rebecca Stiles so made and done of the said premises

and every part thereof shall be at all times good and effect as if the Law as if the said Thomas Napier had himself joined in the same with the said Thomas Lee and Simon Thous as if the said Rebecca Stiles or as if she were a jointor, Provided always and it is hereby declared and agreed by and between the parties thereto in witness whereof it shall and may be lawful to and for the several Trustees herein created or agreed to be constituted by these presents and to and for each and every of them and their and every of their Heirs Executors and administrators respectively, by and out of all and any of the said trust money Estate or Effects or the interest and profits thereof deduct and retain unto himself and themselves and to allow to his or their trustees from time to time, all costs, charges, damages and expences as they or either of them shall be put unto, pay, suffer or sustain for or by reason of the trusts hereby reposed in them or for the management and execution thereof, or for or by reason of any other matter or thing in any wise relating thereto. And that none of them the said Trustees, their Heirs, Executors or administrators shall be answerable or accountable for any moneys which when they shall respectively actually receive by virtue of the trusts aforesaid. Nor shall any of them be charged or chargeable with, or accountable for the receipt or receipts of the other of them, but each of them for his own acts receipts and wilful defaults only, Nor shall any of them be answerable or accountable for the insufficiency or deficiency of any security or securities wherein the said trust Estate shall or may be invested nor for any Banker agent or other person or persons who shall or may be employed or entrusted by them or any of them in the management or disposition of all or any part of the said trust Estate, Nor shall they or either of them be answerable or accountable for any loss of all or any of the said trust Estate without their wilful default but be acquitted and saved harmless in respect of such acts matters and things as shall be done by them or either of them pursuant to these presents in the execution and management of the several trusts hereby in them reposed. Provided likewise, and it is hereby further declared and agreed that in case either of them the said Thomas Lee and Simon Thous or any other trustee or trustees, shall happen to die or be desirous to be discharged of the trusts hereby created, or shall neglect or refuse to act in the said trusts at any time or times before the said trusts shall be fully performed or otherwise determined, it shall and may be lawful to and for the said Thomas Napier and Rebecca Stiles his intended wife to nominate and appoint any other person or persons to be trustee or trustees for the purposes aforesaid in the place and stead of them the said Thomas Lee and Simon Thous or such of them or such future

trustee or trustees as shall happen to die or be desirous to be discharged from, or neglect or refuse to act in the trusts aforesaid and upon such nomination and appointment the trustee or trustees for the time being or if all the trustees shall be dead the Heirs, Executors, or administrators of the surviving trustee shall convey assign surrender and transfer for the said trust, estate, and all trust monies which shall be in their hands not placed out at interest, or so much thereof as shall not have been laid out in a purchase or purchases as aforesaid and the securities, stocks or funds upon which the same shall be then invested, and such effectual manner and way as that the same may be vested in the joint names of the surviving or continuing trustees and of such person or persons as shall be appointed to be a trustee or trustees, or in case there be no surviving or acting trustee then in the joint names of such persons as shall be appointed trustee as aforesaid, ~~but~~ nevertheless upon the same trusts and to and for the same uses intents and purposes as are hereinbefore mentioned and declared of and concerning the same, or to, for and upon such of those uses, trusts intents and purposes according to events shall be then subsisting and capable of taking effect, which person or persons to be appointed a trustee or trustees as aforesaid shall and may from thenceforth act in the management and execution of the aforesaid trusts as fully and effectually in all respects and with the indemnification as here they might have done in case he or they had been originally in and by these persons appointed a trustee or trustees for the purposes aforesaid, anything hereinbefore contained to the contrary notwithstanding. In witness whereof the parties to the present have hereunto set their hands and seals the day and year first above written. Thomas Napier (L.S.) Rebecca Stiles (L.S.) Thos. Lee (L.S.) Simon Thew & Co. Signed sealed and delivered in the presence of us. The words "during the joint lives of the said Thomas Napier and Rebecca Stiles his intended wife, being first interlined between the fifth and sixth line of the fourth sheet. Robt. Bonham Esq. Notary Public. Schedule No. 1 referred to in the annexed Deeds One certificate for 100 shares in the Marine and Mechanical Bank dated 28 February 1821 and numbered 3392. One other certificate for 10 shares of the Marine & Mechanical Bank dated 21st February 1821. and numbered 3384. One certificate numbered 77 for the sum of \$2000. six per cent stock of the state of South Carolina dated 5 February 1821. which said three certificates were issued in the name of Simon Thew in trust for Rebecca Stiles. One certificate for 8 shares in the state Bank dated 7 June 1821. and numbered 1239. One other certificate for one hundred shares in the Marine & Mechanical Bank dated 6 June 1821 and numbered 3490. which said two last mentioned certificates were issued in the name of Rebecca Stiles. Also two Bonds or obligations, one of Hugh Wilson and the other of Wm. L. Williams, given

to Thomas Hunt Esq. commencing in equity and beyond, now by him, both dated 15th April 1818 on which Bonds several payments have been respectively made and the Balances due thereon have not as yet been ascertained. Thomas Napier, Rebecca Stitt, Tho^s Lee, Simon Thews.

Witnesses Rob^t Burtham, Susannah B. Thews.

Schedule N^o 2. referred to in the annexed Deed. One certificate for 348 Shares in the Master and Mechanics Bank dated 13 June 1821. & numbered 3495. One certificate for 45 Shares in the Union Bank of South Carolina dated 14 June 1821 and numbered 2192. One certificate for 5 Shares in the United States Bank dated _____ and numbered _____

One certificate for 8 Shares in the State Bank dated _____ and numbered _____. One certificate for 29 Shares in the South Carolina Insurance Company dated _____ and numbered _____

Thomas Napier, Rebecca Stitt, Tho^s Lee, Simon Thews.

Witnesses Rob^t Burtham, Susannah B. Thews.

Robert Burtham made oath that he saw Thomas Napier, Rebecca Stitt, Thomas Lee and Simon Thews, sign, seal, and deliver the within instrument of writing ^{as all the said instruments} for the uses and purposes therein mentioned and that he with Susannah B. Thews. witnessed the same. Sworn to before me this 30th June 1821. J^r Geo. J. N. Not. Pub.

Recorded 30th June 1821.
South Carolina

This Indenture tripartite made this Twenty-first day of June in the year of our Lord one thousand eight hundred and twenty-one, Between Henry William Rice of the first part Martha Maria Davis, Spinster of the second part, and William Williams and Alexander W. Davis of the third part Whereas a Marriage, is shortly intended by Gods permission to be had and solemnized between the said Henry William Rice and Martha Maria Davis and whereas the said Martha Maria Davis is now possessed of certain Negro Slaves named Simmy Nancy Brister & Dorcas four in number and whereas it has been agreed by and between the said parties upon the treaty of the said Marriage as well for the support and maintenance of the said Martha Maria Davis as also for the better providing for the issue of the said intended marriage (should there be any) that they the said Henry William Rice and Martha Maria Davis should convey to the said William Williams and Alexander W. Davis the aforesaid Negroes for the use and purposes and upon the trusts hereinafter to be expressed. Now this

Indenture Witnesseth that in consequence and Consideration
 of the said agreement and intended Marriage and for the full
 then consideration of the sum of five dollars in hand paid to the
~~the sum of five dollars in hand paid to the~~
 said Henry William Rice and Martha Maria Davis do bargain
 sell and in open market deliver unto the said William Williams
 and Alexander W Davis the said four Negro Slaves viz Jimmy
 Nancy Bristle and Dorcas To have and to hold the aforesaid
 Negroes with the future issue and increase of such of them as
 are females unto the said William Williams and Alexander W
 Davis their Executors and Administrators In Trust Nevertheless to
 and for the following uses and purposes that is to say In trust
 until the solemnization of the said intended marriage to and
 for the sole and separate and peculiar use benefit and behoof
 of the said Martha Maria Davis her Executors administrators and
 from and immediately after the solemnization of the said In-
 tended Marriage then in trust that they will permit and suf-
 fer them the said ~~William~~ Henry William Rice and Martha
 Maria during the term of their Natural lives to have and to
 hold and enjoy the work and labour of the said Slaves &
 the wages profits and emoluments arising therefrom free
 from debts or contracts of him the said Henry William Rice &
 from and immediately after the death of the said Martha Maria
 should she die before the said Henry William Rice leaving no child
 or children grand or grand children issue of the said intended mar-
 riage then living then in trust to and for the sole separate &
 peculiar use benefit and behoof of him the said Henry William
 Rice his Executors administrators and assigns But in case the
 said Martha Maria should die leaving ~~no~~ ^{child} a child or child-
 ren grand child or grand children issue of the said intended Ma-
 riage living at the time of her death then in trust that they will
 permit and suffer the said Henry William Rice to have hold &
 enjoy the work labour and use of the said Slaves and the profits
 and emoluments arising therefrom during his natural life and from &
 immediately after his death then in trust to and for such child or
 children grand child or grand children issue of the said intended mar-
 riage as may be living at the time of his death his her or their Ex-
 cutors administrators and assigns as tenants in Common such grand
 child or grand children taking among them only a parents Share.
 But in case the said ^{Henry} William Rice should die before the said
 Martha Maria his wife then in trust that they the said William
 Williams and Alexander W Davis will permit and suffer the
 said

said Martha Maria to have hold and enjoy the work and labour of the said Negro Slaves and to receive the profits and emoluments arising therefrom during her natural life and from and after her death in case she should leave any child or children grand child or grand or grand children living then in trust to and for the use benefit and behoof of such child or children grand child or grand children his her or their Executors and Administrators as tenant in common such grand children taking among them only a parents share but in case she should leave no child or children grand child or grand children issue of the said intended marriage then living then in trust for such person or persons and in such Estate or Estates as she the said Martha Maria by her last will and Testament or other instrument of writing in the nature thereof shall direct limit & limit and appoint and in default thereof to such person or persons as would be entitled to a whole or distributive share thereof in case the said Martha Maria had died intestate and possessed thereof. Provided Nevertheless and it is the true intent and meaning of these presents and the parties hereto that the said William Williams and Alexander W Davis their Executors or Administrators at any time and at all times hereafter shall have full power and authority at the united request of the said Henry William Rice & Martha Maria his wife in writing or the survivor of them should it be deemed advisable for the benefit of the parties interested to sell and dispose of any part of the Negroes herein before mentioned either at Public or Private sale for cash or on a credit and to vest the proceeds of such sale in any other property real or personal or both or in goods bonds bank stock or other public securities or any other species of property to be pointed out by the said Henry William Rice and Martha Maria or the survivor of them to be subject nevertheless to the same trusts conditions limitations and provisions herein before mentioned according to the true intent & meaning hereof In witness whereof the parties to these presents have hereunto set their hands and seals on the day and year above written. Henry W Rice (L) Martha M Davis (L) William Williams (L) A W Davis (L) Signed Sealed & delivered in the presence of us John E. Skilling Margaret E Skilling Personally appeared before me John E. Skilling & Miss Margaret E Skilling who being duly sworn said that they saw Henry W Rice and Martha M Davis William Williams & Alexander W Davis sign the above Instrument of writing and acknowledged the same to be their seal and

270 and I do hereby certify to before me this Sixteenth day of July 1821
Henry A. Moxley J.P.D.

Recorded 31 July 1821.

State of South Carolina }
Charleston District } Indenture V

Sarah Townsend } This Indenture made this sixth day
Samuel Richards } of Some One Thousand eight hum.
William McTrasee } deed and twenty one & of the Inde.
- in Trust - &) President of the United States of
America the forty fifth year Between Sarah Townsend of the
first part and Samuel Richards and William McTrasee all
of the state and district aforesaid of the other part Witness
eth that whereas the said Sarah Townsend by the division
of the estate of her father Stephen Townsend and under the
will of her mother Sarah Townsend was entitled to the follow
ing negro slaves to wit Flora Mary Ruth Ann Amarantha Jean
Cudger Martha Sophia Paddy and Harriet -
And whereas the said Sarah Townsend is about to enter
into the holy state of matrimony with John Jacob Trasee
of the state & district aforesaid she for good and just reasons
moving her thereto & with the consent and authority of her
said intended Husband have for and in consideration of the
sum of one dollar to her in hand paid by the afore named
Samuel Richards and William McTrasee bargained grant
and sold and doth hereby bargain grant and sell to the
said Samuel Richards and William McTrasee the follow
ing slaves to wit Flora Mary Ruth Ann Amarantha Jean
Martha and Sophia with ^{all} their future issue also Cudger
Paddy and Wandy in trust nevertheless for the uses and pur
poses hereafter mentioned it is further agreed by and between
the parties to these presents that the said negroes or their
future issue shall not be liable for any debts or engagements
now owing or hereafter may be contracted by the said John
Jacob Trasee It is also agreed that the said Sarah by &
with the consent of the parties aforesaid or the Survivors
of them may at any time hereafter sell or exchange
any of said property also make a will and dispose of the
same at her own will & pleasure and to act in all things
with respect to the same as she could do if she were
a feme sole and unmarried To the true performance of
which contract we the parties to these presents do hereby

Saturday
of 1821

sixth day
of June
1821

of the
year 1821

at the
division
of the
year 1821

to enter
the record
of the
year 1821

of the
year 1821

to grant
the
year 1821

between
the
year 1821

by the
year 1821

of the
year 1821

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bind ourselves our heirs Executors and assigns. In
witness whereof we have set our hands and seals the day
and Year first written. In the eleventh line from the
top the word Thomas was erased and the word Stephen
inserted before signed. Sarah Townsend (Sd) Saml Richards (Sd) Wm Mc Fraser (Sd) S^{rs} Fraser (Sd)
Done in the presence of James Moon Ann Mary Arthur
James Moon made oath that he said Sarah Townsend Saml
Richards Wm Mc Fraser & S^{rs} Fraser sign seal & deliver the fore
going instrument of writing for the uses and purposes therein
mentioned & that he witnessed & Ann Mary Arthur witnessed
the same. Sworn to before me this 31 August 1821. Benj
Elde Jr Notary Public

Recorded 31 August 1821.

South Carolina

This Indenture made the twenty second day of September
in the year of our Lord one thousand eight hundred and twenty one. Between
Eugenie Clapham Disten (the daughter of Caleb Perry Disten) of the first
part, John Adrian Pauland of the City of Savannah of the second part &
Caleb Perry Disten of the City of Charleston of the third part. Whereas
there is a marriage to be shortly had and solemnized between the said Eugenie
Josephine Disten and the said John Adrian Pauland, and whereas
the said Eugenie Josephine Disten is possessed of a considerable personal
estate, consisting in money & other effects to the value of three thousand dollars
which by act of law will become the proper goods & chattels of her the said
John Adrian Pauland upon the celebration of the said intended
marriage, and whereas it is agreed between the said John Adrian Pauland
and the said Eugenie Josephine Disten, that the said Eugenie Josephine
Disten shall assign grant & assign over the said sum of three
thousand dollars, unto the said Caleb Perry Disten his executor admin
istrator & assigns upon such trusts for such uses as are hereinafter
limited. Now this Indenture witnesseth that in pursu
ance of the said agreement & in consideration of the sum of One dollar
to her the said Eugenie Disten in hand paid by the said Caleb Perry
Disten at & before the sealing & delivery of these presents the receipt
whereof is hereby acknowledged & for other good causes & considerations
her thereto moving she the said Eugenie Josephine Disten hath (by & with
the private consent & agreement of him the said John Adrian Pauland
testified by his being made a party thereto) assigned granted & assigned
over unto the said Caleb Perry Disten his executor administrator
& assigns the said sum of three thousand dollars. It then in

to hold the said sum of three thousand dollars, to him the said Henry Destier his executor administrator & assigns for use, support & maintenance & to the uses intents & purposes hereinafter limited and declared that is to say in trust for the joint use & behoof of the said John Adian Brault and the said Eugenie Josephine Destier for and during the natural lives and the natural life of the survivor of them and from & after both their deceases then to the use & behoof of such child or children if any one or children if more than one, for their joint benefit & to his or their executors administrators & assigns as she the said Eugenie Josephine Destier shall have by the said John Adian Brault at the time of her decease and if the said Eugenie Josephine Destier shall have no child or children of the said John Adian Brault then in trust to the use & behoof of such person or persons as the survivor of the said John Adian Brault and said Eugenie Josephine Destier shall during his or her natural life by any writing under his or her hand & seal executed in the presence of two or more credible witnesses or by his or her last will & testament or writing as aforesaid direct nominate & appoint. In Witness whereof the said parties to this presents have hereunto set their hands & seals on the day & in the Year above written —

GIVEN & delivered in

in the presence of

A. M. M.

A. M. M.

Eugenie Josephine Henry Destier

John A. Brault

Theodore Tompkins

Charles J. Perry

Victor J. Perry

J. B. Maypot made oath that he saw the foregoing instrument duly signed sealed & executed by the parties therein named for the uses & purposes therein mentioned & that he with A. M. M. witnessed the same. In testimony whereof he has hereunto set his hand & seal on the day & in the Year above written. 25th September 1821. J. B. Maypot

Recorded 25th September 1821.

State of South Carolina — This Indenture made at the City of Charleston district of Charleston on the fifth day of September in the year of our Lord one thousand Eight hundred and twenty and one between Henry Delarue de la Roche formerly of St. Domingo but at present in the City of Charleston of the one part Antennee Cadie of said place of the second part and Rene Montequieu of same place on the third part Whereas there is a marriage shortly to be had & solemnized between the said Henry Delarue de la Roche & the said Antennee Cadie, and whereas the said Antennee Cadie is possessed of a considerable personal estate consisting among other things of certain houses on leased ground Negro Slaves and Household furniture & plate hereinafter enumerated & named which by act of law will become the proper goods & chattels of him the said Henry Delarue de la Roche upon the consideration of the said intended

married. And whereas it is agreed between the said Henry Delavincendiere
 & the said Hortense Cadie that the said Hortense Cadie shall dispose
 the said Houses on leased lands of said negro slaves & household furniture
 plate to the said Rene Monteguisier his executor administrators & assigns
 upon such trusts and for such uses as are herein after declared. Now the
 Chancery Writingsheth that in pursuance of the said agreement & in
 consideration of the sum of Five dollars to her the said Hortense Cadie
 in hand paid by the said Rene Monteguisier at & before the date
 & delivery of these presents the receipt whereof is here by acknowledged and for
 the said considerations her thereto moving she the said Hortense Cadie hath
 by and with the privy consent and approbation agreement of her
 the said Henry Delavincendiere testified by his living, married a party being
 granted bargained sold and by these presents both grant bargained
 sell & deliver unto the said Rene Monteguisier his executor administrators
 & assigns the following personal property to wit. a lease of a House &
 lot situated in Charleston Neck on the King Street and a lease of
 a House & lot situated in Ratchef Borough in Ratchef Street also the
 following negro slaves to wit Bonne, Salic, Gustavus, Michole, Ursin
 Alexis, Pierre Louis & La Violette, also every part of her household fur-
 niture & plate which she now possesses, to have and to hold the said
 leased Houses & lots said negro slaves with the future issue & increase
 of the females and the said Household furniture to him the said
 Rene Monteguisier his executor administrators & assigns for ever upon
 trust nevertheless to & for the uses intents & purposes herein after limited
 & declared, that is to say after the said marriage shall be had and
 solemnized to and for the joint use & behoof of the said Henry Delavincendiere
 & the said Hortense Cadie for and during their natural lives
 and the natural life of the survivor of them and from & after the
 decease then in trust for the joint use and behoof of John Pierre
 Delavincendiere and Mitchell Delavincendiere sons of the said Henry
 Delavincendiere to their joint use and benefit share & share alike & the
 their heirs executors administrators and assigns for ever But should
 the said John Pierre & Mitchell Delavincendiere die & leave no issue
 before the decease of the said Henry Delavincendiere and said Hor-
 tense Cadie then and in that case to the use & benefit of such person
 or persons as the survivor of them the said Henry Delavincendiere and
 Hortense Cadie shall at any time during his or her natural life
 by any writing under his or her hand & seal executed in the presence
 of two or more credible witnesses or by his or her last will & testa-
 ment in writing attested as aforesaid directed nominate and

to said Henry
 not. upon trust
 and declared
 & the said Hortense
 during the natural
 life from & after
 if only one or
 two or three
 line Dethen shall
 deceased and if
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 of the City of
 of September
 twenty and
 that present in
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 & between the
 and whereas the
 estate consisting
 in slaves and
 mead which by
 in the said
 said intended

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appointed in witness whereof the said parties to these presents
have hereunto set their hands & seals at Charleston in the State of South Carolina
on the day & in the Year first written — ^{by Delamond}
Signed Sealed & delivered in the presence of ^{mark} Justice ^{mark} Delamond
Edward De Lame. Lewis Rony. S. R. Montague
Lucie Rongomade oath that Henry Delamond sign & seal and
Justice Delamond set her mark & seal and Rony Montague
sign & seal & deliver the within instrument of writing for the
use & behoof of the therein mentioned & that he with Edward Delamond
witnessed the same —

Shown to be true this 28 September 1821 Day of Sept. Not pub.
Recorded 28 September 1821

The State of South Carolina

Know all men by these presents
that I George Simmons of the City of Charleston in the State
aforesaid merchant am held and firmly bound unto Arthur
H. Ottara of the said city and State Attorney at Law in trust
for Naomy Ottara also of the said city and State Spinster in the
full and just sum of Ten Thousand dollars to be paid to the
said Arthur H. Ottara in trust as aforesaid his certain Attorney
Executors administrators or assigns to which payments & truly
to be made and done I bind myself and each and every
of my heirs Executors and administrators firmly by these presents
sealed with my seals and dated the eight day of May in
the year of our Lord one thousand eight hundred & twenty
one and in the forty fifth year of American Independence
Whereas a Marriage is intended by Gods permission is shortly
to be had and solemnized between the above bound George
Simmons and the above named Naomy Ottara And whereas
the said Naomy Ottara now is possessed of certain real and
personal Estate and whereas there is good reason to suppose
and believe that the said Naomy Ottara will from the
bounty of her friends and relations now in life hereafter inherit
receive and become entitled into a further estate and prop-
erty which estate Interest or property as well that in possession
as that in expectancy the said George Simmons in considera-
tion of the said marriage hath contracted and agreed
and doth hereby contract and agree on the said marriage
taking effect to settle convey & assure the said estate
of the said Naomy Ottara in possession & expectancy and
with the increase of her female Slaves unto the said

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275. Arthur H. O'Hara his heirs executors administrators assigns
trustee in this behalf specially nominated & appointed to for
and upon the several uses Trusts Intents & purposes herein
after mentioned and declared of for and concerning the same
That is to say In trust to permit suffer or else well
and sufficiently to authorize and empower the said George
Simmons the intended husband to receive and take all and
singular the rents issues profits interest earnings and increase
arising or to arise from all and every part & parcel of the
estate of the said Naomi O'Hara in possession or expectan-
cy aforesaid during the continuance of the said intended
marriage to and for the joint use benefit and behoof of
them the said George Simmons and Naomi O'Hara the intended
husband and wife free from the control of the said Arthur
H. O'Hara or any other any person or persons whomsoever pro-
vided always nevertheless that the said Trust Estate either in
possession or expectancy and the profits and increase of
the same shall not in any wise however be subject or
liable to the payment and satisfaction of any of the pre-
sent or future debts of the said George Simmons the intended
husband. Also upon this further trust that in case of the
death of the said Naomi O'Hara before the said George Simmon-
s leaving issue then for the use & behoof of the said
George Simmons during his natural life subject to the
maintenance education and support of the said issue
and on the death of the said George Simmons then to the
absolute use and behoof of the said issue if more than one
share and share alike But in case of the death of the said
Naomy O'Hara leaving no issue then in trust in trust that
the said Arthur H. O'Hara to hold and apply the estate
now possessed and enjoyed by the said Naomi O'Hara the inten-
ded Wife as well as that ⁱⁿ expectancy to and for the sole and
absolute use and behoof of the said George Simmons absolutely
and for ever. And in case of the death of the said
George Simmons before the said Naomi O'Hara leaving issue
then upon the further trust that the said Arthur H. O'Hara
his heirs executors and administrators shall divide the whole
of the said estate intended to be settled and apured as
aforesaid into two equal parts moities or half parts one
moity or half part to go remain and be taken by
her the said Naomi O'Hara absolutely and for ever and

these presents
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into Arthur
laid in trust
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paid to the
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Independence
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and whereas
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and proper
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and the remaining moiety or half part to be held taken and reserved for the use and benefit of the issue of the said Mary if more than one share and share alike but in case of the death of the said George Simmons before the said Mary shall be without issue or leaving issue of the death of such issue under age and unmarried then the whole of the said Trust Estate to be remain & continue to the sole use and behoof of the said Mary O'Hara absolutely and for ever as in her first and former state and to and for and upon no other use Trust or Intent whatsoever Now the Condition of this Obligation is such that if the above bound George Simmons do and shall within

months after the said Marriage shall take effect & whenever the same required by the said Arthur O'Hara his heirs executors or administrators will truly & sufficiently do and perform all and singular the articles covenants matters and things above recited and declared so as to settle and secure the Estates of the said Mary O'Hara either in possession or expectancy in the way and manner and to and upon the several uses Trusts & purposes as aforesaid so as to render the intended settlement to every and all intents and purposes firm sufficient full complete and effectual & according to the intention of these presents then the above obligation to be void & of none effect or else to remain in full force and Virtue George Simmons sealed and delivered in presence of Benj^l Whaley Oliver L Tolson. List or Schedule of the property & effects to which Mary Rose O'Hara is entitled. A House and Lot no 5 (five) Smiths Lane seven shares in the South Carolina Bank four negroes to wit Abram, March, Ceta & Nancy and a part of a House & Lot in King Street at present occupied by Daniel O'Hara also negro wench Judah and Children and likewise a negro wench Doll -

Oliver L Tolson made oath that he saw George Simmons sign seal & deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he with Benj^l Whaley witnessed the same. Sworn to before me this 4th Oct 1821 Benjamin Elfe Jr Not Pub

Recorded 4 October 1821.

The State of South Carolina.

This Indenture made the fourth day of August in the year of our Lord one thousand eight hundred and twenty one Between Frederick W

277 R Broaders of the City of Charleston and State of South Carolina
of the first part Louisa Parker of the same place Spinster
of the second part and Lorent Quise of the same place
of the third part: Whereas a marriage is shortly intended
to be had and solemnized between the said Frederick W
R Broaders and the said Louisa Parker and whereas the said
Louisa Parker at the time of executing these Presents is possessed
of interested in and entitled to a certain personal Estate con-
sisting of Three negro Slaves to wit a negro man named Sam
a negro woman named Puffy and her child named Charle
and a variety of Household furniture and whereas upon the
treaty of the said marriage it hath been proposed and is
agreed upon by and between the said Frederick W R Bro-
ers & Louisa Parker that the said Slaves with the future
issue and increase of the female shall be by the said
Louisa Parker bargained & sold unto the said Lorent Quise
his heirs executors administrators and assigns and also that
the said household furniture shall be by the said Louisa
Parker bargained and sold unto the said Lorent Quise his
heirs executors administrators and assigns in trust never the-
less to for and upon the several uses intents and purposes
hereinafter to be expressed of and concerning the same.

Now this Indenture witnesseth that in pursuance of the
said recited agreement in consideration of the said intended
marriage as also for and in consideration of the sum of
Five dollars to her the said Louisa Parker in hand paid
before the execution of these presents the receipt of which
is hereby acknowledged. She the said Louisa Parker by and
with the knowledge privacy consent and approbation of the
said Frederick W R Broaders her said intended husband
testified by his being a party to and his signing and
sealing these presents which he doth in consideration of the
said intended marriage) hath bargained sold and delivered
and by these presents doth bargain sell and deliver unto the
said Lorent Quise his executors Administrators & assigns the
aforesaid negro Slaves with the future issue and increase
of the said Female also the aforesaid household furniture
consisting of one Dozen and a half Silver table Spoons
one dozen Silver Tea Spoons one Silver tea Cade one
pair of Silver Salt cellar three feather beds three mat-
tresses two bedsteads one Dozen chairs one set of Table

one Side board a Set of Crockery & Glass-ware a Lot of Kitchen furniture one pair of andirons with shovel & tongs To have and to hold the said negro Slaves with the future issue and increase of the said females also the aforesaid Furniture unto the said Lorent Purje his executors administrators and assigns In trust nevertheless to and for the sole and separate use benefit and behoof, benefit and advantage of the said Louisa Parker for and during her natural life her heirs Executors administrators and assigns or until the said intended marriage shall be solemnized and take effect and from and immediately after the solemnization of the said intended marriage then In trust to and for the sole and separate use and behoof, benefit and advantage of the said Louisa Parker then Louisa Broders in and during her natural life without any hinderance or interruption of her said husband Frederick W R Broders as though she were a feme sole and unmarried and freely and absolutely discharged of and from all and every liability of from and to Debts or Incumbrances of him the said Frederick W R Broders now or at any time hereafter to become due or owing and it is further understood and it is agreed upon by and between the said Parties to these presents that should there be any child or children of the bodies of them the said Louisa & Frederick hereafter begotten of the said intended marriage then the said negro Slaves with the future issue and increase of the females together with the furniture aforesaid shall be and remain in trust after the death of her the said Louisa should she die first to and for the sole use benefit and behoof of such child or children as shall survive the said Louisa as aforesaid to be divided equally between them if more than one share and share alike But in the event of the death of either of them the said Frederick and Louisa leaving no issue living at the time then and in that event the aforesaid negro Slaves with the future issue and increase of the said females and the aforesaid Furniture shall be remain to and for the sole separate and absolute use and behoof of the Survivor of them the said Frederick & Louisa free and absolutely discharged of and from all and every trust use or limitation whatsoever and it is hereby further understood and agreed upon by and between the said parties to these presents that should it at any time hereafter become necessary or convenient

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to the said Frederick or Louisa to sell or otherwise dispose of the said slaves or either of them or any of the future issue of the said females that it shall and may be lawful for them to do so the consent of them the said Lorent Quisp being first had and obtained in writing by the said Lorent Quisp or his legal Representatives taking due care to apply or cause to be applied the proceeds of such sale or sales to the purchase of other property of value, which property shall be and remain subject to the same trusts and limitations as are herein set forth before declared expressed and set forth.

In witness whereof the said parties to these presents have hereunto interchangeably set their hands & seals on the day and in the year first above written. J W B Broaders (S) Louisa Parker (S) S Quisp (S) sealed and Delivered in the presence of the words and the aforesaid furniture being first intimated in the ninth line from the bottom of the fourth page of this indenture. J Galluchat Presida Syler Linda Syler made oath she saw J W B Broaders Louisa Parker and S Quisp sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that she with J Galluchat witnessed the same Sworn to before me this 9 Oct 1821. Berg. Elze Jr Not Pub

Recorded 9 October 1821.

State of South Carolina }
Charleston District } This Indenture tripartite made the twenty seventh day of July one thousand eight hundred and twenty one and in the forty-sixth year of the Independence of the united States of America between Richard H Gradick of the city of Charleston and State aforesaid of the first part; Mary D Hermon of the same place of the second part and Charles Gradick also of the same place of the third part whereas the said Mary D Hermon is now in possession of certain goods wares merchandize & Household furniture as will hereafter appear in a Schedule hereunto annexed. And whereas the said Richard H Gradick is about to enter into the holy state of matrimony with the aforesaid Mary D Hermon she the said Mary D Hermon for good and sufficient reasons moving her thereto and with the consent and Privacy of her said intended husband have for and in consideration of the sum of one dollar to her in hand paid by the fore mentioned

Charles Gradick bargained sold and transferred all and singular the property mentioned in the Schedule ^{aforsaid} ~~annexed~~ in and notwithstanding for the uses and purposes hereafter mentioned it is further agreed by and between the parties to these presents that the property in said Schedule shall not be liable for any debts or engagements now owing or which may ~~be~~ hereafter be owing or contracts made by the said Richard H Gradick it is also agreed that the said Mary by and with the consent of the Parties aforsaid or the Survivors of them may at any time hereafter sell or exchange any of the said Property also make a will and dispose of the same at her own will and pleasure as to act in all things with respect to the same as she could do if she were a feme sole and unmarried. In the true performance of which contract we the parties to these presents do hereby bind ourselves our heirs executors and assigns in the penal sum of two thousand dollars In witness whereof we have hereunto set our hands and seals the day and year above written. Rich^d H Gradick Is Mary

O Herman (Is) Christian C Gradick (Is) Signed sealed & delivered in presence of ^{Rich^d} ~~Rich^d~~ Schedule of property mentioned before:

In Store 4 Stand Casks with different liquors 6 Kegs a Lot of crockery Lots of Bacon Beef Pork and fish a Lot of Tobacco 3 Barrels of Sugar 10 Hhds of Molasses 3 barrels of Flour a Lot of Tea Sugar a Lot of Hard ware a Lot of dry goods assorted scales & weights 3 Boxes of Tea 3 barrels of Salt 3 barrels of rice Boxes of Soap and Candles 3 Barrels of Fish Demijohns of Liquor 1 box of Chocolate 3 Kegs of Butter a Lot of Shoes assorted sundry other articles such as to be found in a grocery Store.

In the house 1 side board 1 chest of Drawers with cloathing & dining Table 2 Tea Tables 5 other Tables 1 Carpet 20 chairs a Lot of Glass for side board 2 Looking Glasses Tongs & Shovels a Lot of China ware mantle piece ornaments 16 pictures 3 other Beds 3 mattresses 3 Bedsteads 6 Trunks with Table and bed Linen 3 Wasters 1 Gold watch and trinkets 3 Silver watches a Lot of Kitchen Furniture. Rich^d H Gradick Mary O Herman Christian C Gradick Signed in presence Saml Richards - Samuel Richards made oath

that he saw Richard H Gradick Mary O Herman & Christian C Gradick sign Seal and deliver the foregoing instrument of writing as also the Schedule annexed for the uses & purposes therein mentioned & that he witnessed the same Signed to before me this 12 October 1821 Deaf Clk for Not Pub Recorded 12 October 1821

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 to before me this
 2 October 1821

This Indenture quadruplicate made the third
 of October in the year of our lord one thousand eight hundred and twenty one
 and in the fifty sixth year of the sovereignty and independence of the United
 States of America. Between James Shoobred of the City of Charleston in the State
 aforesaid Esquire of the first part Miss Ann Gordon Shoobred daughter of
 the said James Shoobred of the second part John E. Burdett of the third part &
 John Shoobred trustee for the purposes hereinafter mentioned of the fourth part
 Whereas a Marriage by Gods permission is intended shortly to be had &
 solemnized by and between the said John E. Burdett and Ann G. Shoobred
 by & with the privacy & assent of the said James Shoobred her father
 (being her only surviving parent & natural Guardian) and whereas the said
 Ann G. Shoobred is entitled under and by virtue of her deceased mother
 marriage Settlement bearing date the twentieth day of June one thousand
 seven hundred and ninety seven & made or substituted to be made between
 the said James Shoobred and Mary his wife late Mary Middleton only
 daughter & heiress of Thomas Middleton deceased of the one part & John
 Gibbs and Robert Rens Gibbs Jun. trustees for the purposes therein men-
 tioned of the other part, of in & to one equal undivided fifth part & propo-
 rtion of equal moneys or half part of all & singular the real & personal
 property & estate therein mentioned described and set forth consisting of a
 tract of Land situate on Kiawah Island containing about one thousand
 three hundred acres - of a plantation or tract of Land situate on South
 Charleston supposed to contain about three hundred and thirty three
 acres & a certain number of negro slaves therein particularly named sub-
 ject nevertheless to the estate for life of the said James Shoobred therein as
 in and by the said marriage deed now being & remaining of record in the
 office of the Secretary of State in Charleston reference being therein had
 may more fully appear. And whereas prior to the said intended marriage
 it is agreed upon by & between all the said parties to these presents that upon
 the said marriage being consummated he the said James Shoobred shall con-
 vey in fee simple to the said John Shoobred trustee aforesaid all that
 messuage and lot of land situate at the corner of Lombard & Legare Streets
 in Charleston measuring thirty four feet or thereabouts on the North side of
 Lombard Street then runs from South to North from the Westwardly on
 Legare Street one hundred & eighty six feet or thereabouts then runs from
 West to East on the North side of the said Lot thirty one feet & nine
 inches or thereabouts and then runs from North to South on the East side
 thereof one hundred and eighty six feet or thereabouts. Bounding to the South
 on Lombard Street to the West on Legare Street to the North on a lot be-
 longing to William Alston Esquire and to the East on Land of Joseph

Taylor Esq. which said Mesnage and lot of land is estimated by the
 Parties at the sum of ten thousand dollars and shall be accepted and re-
 ceived by the said trustee on account of the undivided share interest & proportion to
 which the said Ann Ly Shoolbred will be entitled on the death of her father & in
 in the aforesaid plantation or tract of land at Santee (the precise value whereof
 is to be hereafter ascertained by Commissioners to be duly appointed to value and
 appraise the same) so as to extinguish to the amount of the said ten thou-
 sand dollars & not exceeding that sum all the claim right title share and
 interest of her the said Ann Ly Shoolbred or of him the said John & Parrell in
 her right of & in the said Santee Lands and every part thereof which unde-
 divided fifth of one undivided moiety of the said Santee plantation shall
 be duly conveyed to the said James Shoolbred by good & valid deeds of conve-
 yance in Fee Simple and the said Mesnage & lot of land in Charleston estimated
 at ten thousand dollars as aforesaid) so to be conveyed and taken on account of
 the consideration money for the said Ann Ly Shoolbred's undivided share & interest
 in the lands at Santee as aforesaid together with such other sums or sums as
 shall hereafter upon a valuation so to be made of Santee Lands as aforesaid be
 payable by him the said James Shoolbred as & for the balance thereof (if such
 valuation when ever the same be made shall exceed the aforesaid sum of ten
 thousand dollars) shall from time to time or whenever the same shall be received
 by or paid to him the said John Shoolbred trustee as aforesaid shall be
 held subject to the uses & trusts hereinafter expressed of and concerning the
 other real & personal estate to which the said Ann Ly Shoolbred may be en-
 titled upon the decease of the said James Shoolbred under her mother's mar-
 riage settlement as aforesaid. And it is further agreed upon by and between
 all the Parties to these presents, that all the rest of the estate real & personal
 of her the said Ann Ly Shoolbred as well in possession as reversion and
 however derived shall upon the said marriage taking effect be settled &
 secured to & for the uses & purposes trusts & intents hereinafter specified. Now
 therefore this Indenture witnesseth that the said Ann Ly Shoolbred by and
 with the privity & assent of the said John & Parrell her intended husband
 testified by his being a party hereto and sealing and delivering these pre-
 sents for & in consideration of the said intended marriage & for the further
 consideration of one dollar to her in hand paid by the said John Shoolbred
 trustee aforesaid at or before the sealing & delivery of these presents the receipt
 whereof she doth here by acknowledge hath given title bargained sold assigned
 transferred & conveyed and by these presents doth grant bargain sell
 assign transfer & convey unto the said John Shoolbred, all her undivided
 share proportion and interest of & in all & singular the lands tenements
 and hereditaments except her share & interest in the lands at Santee as
 aforesaid with all the negro slaves to which she is now entitled or shall

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in Charleston testimony
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indeed share & interest
her share or shares as
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have & thereof (if such
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to same shall be exact
be paid shall be
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Shoolbred may be con-
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riage by and between
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id John & Shoolbred
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but bargain sell
d, all her undivided
lands & tenements
lands at Santee as
now entitled & shall

283 a may hereafter in any event and especially in the event of the death of
the said James Shoolbred her father lawfully claim or demand under
& by virtue of the aforesaid marriage deed & settlement of theirs the said
James Shoolbred and Mary his deceased wife above mentioned & relative
to whether in possession remainder reversion or expectancy both of land
& slaves or other goods & chattels or property whatsoever, and also all her es-
tate right title and interest thereof and therein both in law and in Equity
with all & singular the rights members appurtenances, to have and to
hold take & receive all & singular the premises with the appurtenances
to him the said John Shoolbred his heirs executors administrators assigns
for use. In trust nevertheless (except as to the undivided share and interest
of the said Ann & Shoolbred of and in the tract of land on South Santee
River expectant on the death of her father as aforesaid) to and for the use in-
terests and purposes hereinafter specified of and concerning the estate interest
and property by these presents intended to be settled and conveyed and to & for
no other use whatsoever that is to say In trust to & for the sole and only com-
benefit & behoof of the said Ann & Shoolbred her heirs executors adminis-
trators and assigns until the said intended marriage shall be duly had &
solemnized and from and immediately after the solemnization thereof In
trust to and for the joint equal use benefit and behoof of them the said
John & Barrell and Ann & Shoolbred for and during the term of their
joint lives to permit and suffer them to hold possess and take the rents-
issues & profits thereof the labor and hire of the slaves interest of the man-
& other servants and proceeds to their joint use and benefit without in-
franchisement of or for any manner of waste and in case the said John & Bar-
rell should first depart this life without leaving any issue of the said marriage
living at the time of his death then in trust for the said Ann & Shoolbred
her heirs executors administrators & assigns absolutely and for ever freed and
discharged of and from all further and other uses and trusts whatsoever of or
concerning the same But in the event of the death of the said Ann & Shoolbred
before the said John & Barrell and of his surviving her in like manner leaving
no lawful issue of the said marriage, or leaving issue and such issue not
attaining the age of twenty one years or day of marriage. Then as to one moi-
ety of all & singular the estate and interest and premises with the
appurtenances here in intended to be conveyed as aforesaid with the rights
members & appurtenances including the said marriage & lot of land situate
at the corner of Legare and Lombard streets in Charleston and such other pro-
perty real or personal as shall be hereafter purchased or acquired in lieu
of the said Ann & Shoolbred's one undivided fifth of a moiety of the afo-
resaid Santee lands In trust to and for the only use benefit and behoof
of the said John & Barrell his heirs executors administrators & assigns

absolutely and for ever and the other moiety thereof the trust to and for the sole & only use benefit and behoof of the said James Schoolbred the father of the said Ann B Schoolbred his heirs executors administrators & assigns forever absolutely and for ever. But if at the time of the death of either of them the said John E Purcell and Ann B Schoolbred which ever shall first happen there should be issue of the said marriage living then in trust to & for the use benefit & behoof of the survivor (whichever of them the said John E Purcell and Ann B Schoolbred shall survive the other) for and during the term of his or her natural life without impeachment of waste or to permit the survivor for and during the term of his or her natural life to have and take to himself or herself or to his or her own proper use the rents issues labor & profits of all & singular the said real & personal estate and premises (except the said ^{inter} sanctae lands) the appurtenances, and from and immediately after the death of such survivor then the one equal moiety of all and singular the aforesaid premises including the said messuage and lot of land and such other property as may be acquired in lieu of the sanctae lands with the appurtenances, in trust and to for the use of the said issue of the marriage equally to be divided if more than one (as touching the real estate) as tenants in common and not as joint tenants and to their several and respective heirs executors administrators & assigns for ever. But if there should be birth of child then in trust to and for the use of such child his or her heirs executors administrators & assigns for ever. And the other equal moiety of all & singular the aforesaid premises with the appurtenances including the said messuage and lot of land and such other property as shall be acquired in lieu of the said sanctae lands in trust and to for the use of such person or persons in such portion or portions for such estate or estates uses & trusts as the said John E Purcell or the said Ann B Schoolbred as the case may be (whichever shall be the survivor) by any deed or deed of gift grant or appointment under his or her hand and seal duly executed in the presence of two or more credible witnesses in his or her lifetime or by his or her last will and testament duly executed shall think proper to limit appoint devise or dispose of the same, and in default of such limitation appoint trust devise or disposition thereof then in trust to and for the right heirs executors and administrators of such survivor for ever and as touching and concerning the sanctae lands aforesaid they the said John E Purcell Ann B Schoolbred and John Schoolbred trustee as aforesaid for the consideration of the said messuage & lot of land situate at the corner of Legare and Lombard Streets in Charleston estimated at ten thousand dollars as aforesaid to be conveyed by the said James Schoolbred to the said John Schoolbred trustee aforesaid to the uses of this deed as hereby

bind and oblige themselves and each of them their and each of their heirs
 and assigns duly to make seal and execute or cause a power to be made seal
 and executed good & sufficient bills or deeds of conveyance money and right conveyance of all
 the undivided share proportion interest and estate which the said Ann & John
 Shoolbred now hath or which they the said John & Ann Shoolbred or either of them
 at any time from and after the consummation of their intended marriage
 shall or may have or claim of and in the aforesaid tract of land contain-
 ing unto them the said James Shoolbred his heirs and assigns for ever unto
 whomsoever he the said James Shoolbred shall direct appoint his he or their
 heirs and assigns for ever as aforesaid whomsoever they the said John & Ann
 Shoolbred and John Shoolbred or the survivor of them shall be thereto re-
 quested by the said James Shoolbred his heirs assigns administrators or assigns
 And it is hereby covenanted and agreed upon by and between all the parties to these
 presents and declared to be the true intent and meaning hereof that if a part
 the valuation of the said lands or tenements at the death of him the said James
 Shoolbred or at any other earlier or later periods and whenever such valua-
 tion shall be had or made the aforesaid meynage and lot of land and
 premises situate at the corner of Legare and Cambell streets in Charleston
 at the valuation of ten thousand dollars as aforesaid shall appear to be less
 than one fifth of a moiety of the valuation of the whole plantation then so
 much more shall be paid to the said John Shoolbred trustee aforesaid or to
 the said John & Ann Shoolbred as will make the said sum equal to one fifth part
 of a moiety of the whole, and that the aforesaid meynage and lot of land in
 Charleston so to be conveyed by the said James Shoolbred as much for the
 consideration of the said Ann & John Shoolbreds undivided interest and estate
 in the said ten lands as aforesaid and such further sum or sums as upon a val-
 uation thereof as aforesaid shall be payable therefor if such valuation shall
 exceed the said sum of ten thousand / shall upon the same being paid by the
 said James Shoolbred to the said John & Ann Shoolbred or to the said John Shool-
 bred trustee aforesaid be forthwith laid out and invested in the purchase of other
 real estate as far as such other sums in part of the consideration money will
 go or extend which meynage & lot of land in Charleston together with such
 other real property as shall be acquired by means of such further sum or sums
 as aforesaid so to be held and lived of the said Ann & John Shoolbreds undivided
 share & interest in the said ten lands as aforesaid shall be subjected to the same
 uses & trusts limitations and appointments as are herein declared of and
 concerning the other real and personal property and estate above mentioned
 & described or alluded to, And also that as soon as such other lands shall
 be acquired as aforesaid (if any are to be acquired) and the share proportion
 & interest of the said Ann & John Shoolbred under the aforesaid marriage settle-
 ment of the said James Shoolbred and Mary his late wife (except her

share in the same lands as aforesaid shall be divided & allotted & assigned
 to her that the said John Shoolbred trustee aforesaid or his heirs executors
 or administrators shall cause the same to be fully and fairly set forth and
 described in a schedule thereof to be hereunto annexed pursuant to the act of
 the General Assembly of this State in such case made and provided And it
 is hereby further covenanted and agreed upon by and between all the parties
 to these presents that if at any time hereafter, after a division & partitionment
 of the property and interest of the said Ann E. Shoolbred in & to the same shall be
 made and other lands acquired with the balance (if any) due upon the pur-
 chase of the said Ann E. Shoolbred's undivided share of the same lands
 after such valuation thereof shall be had and made as aforesaid it shall be
 found advisable or manifestly for the interest of the parties to whom the
 benefits of the property are limited to sell and dispose of all or any part or
 portion of the estate real or personal subjected to the terms of this deed and
 the said John E. Purcell and Ann E. Shoolbred during their joint lives or the
 survivor of them the death of the other shall apart thereunto it shall &
 may be lawful to and for the said John Shoolbred his heirs executors or ad-
 ministrators to sell the same or such part thereof as it may be expedient to be
 sold notwithstanding and securing or causing or procuring to be vested &
 secured the proceeds of the sales thereof in other substantial estate or property
 real or personal of equal value to and for the same uses intents & purposes
 as the property so sold was subjected to by the terms ten intent and meaning
 of these presents and that all the costs charges and expences to be necessarily in-
 curred by the said trustees in and about the execution and fulfilment of
 the trusts contained in this deed of marriage settlement shall & may from
 time to time be defrayed out of the proceeds of the estate interest & property
 settled and secured in and by these presents And the said John E.
 Purcell for himself his heirs executors & administrators doth by these presents
 covenant and agree to and with the said John Shoolbred his heirs executors and
 administrators that upon the division and allotment of the shares or portions
 of the said Ann E. Shoolbred under the aforesaid Marriage Settlement of her
 parents and the investment of the balance (if any) of the value of her
 share in the same lands as aforesaid in other real property which
 with the said Marriage and Lot of land in Charleston is to be taken and
 held in lieu thereof, he the said John E. Purcell shall provide upon the
 reasonable request of the said John Shoolbred his heirs executors or administrators
 make do seal & execute or cause or procure to be made done sealed & executed
 all such further & other deed and deeds covenants or assurances as well for
 the confirming and strengthening these presents as for the further better &
 more effectually securing all & singular the estate and interest of the
 said Ann E. Shoolbred to & for the uses intents & purposes aforesaid according

to the true intent and meaning of these presents as by hereunto in & before
 said his heirs executors & administrators or heirs their executors and in
 the law shall be lawfully advised directed and required. In witness
 whereof the said parties to these presents have unto us their judges set
 their hands & affixed their seals at Charleston in the State of South Carolina
 the day & in the year first above written. Am. Gordon Sheriff (2d)
 sealed and delivered

in the presence of

Charles Drayton Joseph S. Gibbs

Joseph S. Gibbs swears on oath that he saw Am. Gordon Sheriff, John
 E. Burrell, James Shortland and John H. Shortland sign and deliver
 the within instrument of writing for the uses & purposes therein mentioned &
 that he with Charles Drayton witnessed the same.
 Done at before me this 15. October 1821. Pres. Esq. Not. pub.

Recorded 15. October 1821.

The State of South Carolina.

This Indenture made the twenty fifth day
 of July in the year of our Lord one thousand Eight hundred and twenty one
 Between John Namwegen of Antwerp in Flanders painter, and Mary E.
 Namwegen widow now of the City of Charleston Shop Keeper of the one part
 and John William Schmidt of the City of Charleston Physician of the other
 part. Witnesseth, That Whereas by Gods providence a marriage is shortly in-
 tended to be had and solemnized between the said John Namwegen and the
 said Mary E. Namwegen and Whereas the said Mary E. Namwegen is possessed
 in her own right of a considerable estate to be hereafter more particularly
 set forth and defined and which for prudential motives it is the wish and
 desire of the said parties to convey and secure under & according to such uses
 intents & purposes as may be hereinafter expressed set forth & declared. Now
 therefore this Indenture Witnesseth that in pursuance of the before written wish
 & desire of the said parties and in consideration of the sum of Five dollars to the
 said John Namwegen in hand paid by the said John W. Schmidt the re-
 ceipt whereof is hereby acknowledged on the part of the said Mary E. Namwegen by and
 with the privacy consent & agreement of the said John Namwegen testified by
 his being made a party to & his sealing & delivery of these presents that he
 granted bargained sold assigned transferred deed set over and by these presents
 doth grant bargain sell assign transfer and set over unto the said John W. Schmidt
 his executors administrators and assigns all the negroes Negro trade articles of
 household furniture mentioned & contained in a list or schedule hereinafter to be
 more particularly enumerated and set forth. To have and to hold all & singular
 the said Negroes Negro trade articles of household furniture unto the said John W.
 Schmidt his executors administrators & assigns. In trust nevertheless for

such purposes & under such provisions & agreements as said hereinafter more in detail
 That is to say she trust to & for the special use & behoof of the said Mary E. Vaniquen
 now & hereafter until the solemnization of the said intended marriage & from
 after the solemnization of the said intended marriage then in trust that he the said
 John W. Schmidt his executor & assigns should permit & suffer the
 said Mary E. Vaniquen during the joint lives of the said Mary E. Vaniquen & the
 said John Vaniquen her intended husband notwithstanding her coverture to have
 receive take & enjoy the use & labour of the said slaves with that of the joint income
 of the females & all the use interest & profits of the said property to & for her own use
 here for notwithstanding her said intended coverture and to all intents & purposes
 as if she were a feme sole unmarried & from & after the decease of the said John
 Vaniquen then if the said Mary E. Vaniquen should survive him then in trust
 that he the said John W. Schmidt his executor & assigns should shall assign
 transfer & pay in all the said property to the said Mary E. Vaniquen. But if
 she should before him the said John Vaniquen her said intended husband then
 into such person & persons at the time and times & in such parts & portions
 manner & from as she the said Mary E. Vaniquen shall notwithstanding her
 coverture by any writing or writings under her hand & seal attested by two or
 more credible witnesses or by her last will and testament in writing duly
 executed direct limit or appoint to the intent that the said property or any part
 thereof may not be at the disposal or subject to the contract debts & liabilities or engage-
 ments of the said John Vaniquen her said intended husband. And it hereby further
 agreed upon & understood to be the meaning & intent of the said parties to their presents
 that the said Mary E. Vaniquen notwithstanding her coverture & the same as if she
 were a feme sole & unmarried had & enjoy full absolute & ample power to sell better
 exchange or otherwise dispose of the said property or any part thereof at her own will
 & pleasure & that the same or the interest or profits thereof shall not become a be subject
 or liable to any of the present or future debts or incumbrances of her said intended
 husband. And whereas the said John Vaniquen hath considered that for
 prudential reasons it is proper & expedient for the said Mary E. Vaniquen his
 intended wife should be after the said intended marriage a sole & separate tra-
 der & dealer and it is therefore here by further agreed by and between the said par-
 ties to their presents that she the said Mary E. Vaniquen notwithstanding her
 intended coverture shall from & immediately after the solemnization of the said
 intended marriage have & enjoy all the civil legal benefits & advantages of a sole
 separate trader & dealer as by the laws usages & customs of the said State she dealer
 had hitherto had now had or hereafter may have & enjoy. This where-
 fore therefore for the witnesseth that the said John Vaniquen for the con-
 siderations aforesaid as well as also for and in consideration of the further sum of
 five dollars to him paid by the said John W. Schmidt of the same that Mary
 E. Vaniquen her said intended wife shall from & immediately after the

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solemnization of the said intended marriage & may enjoy all the profits and emoluments of her industry in sole and separate trade & dealing with her own money & bargain & agree for himself. his executor or administrator on her behalf for the sole & separate use benefit and behoof of the said Mary E. Warringer his intended wife in manner & form following That it is the say the said John E. Warringer his said intended wife from & immediately after the said intended marriage notwithstanding her contract shall & may have use exercise & enjoy all manner of lawful business as a sole and separate trader and dealer in buying selling bartering or exchanging & retaining all sorts of goods wares merchandises & commodities so as to have use exercise & enjoy all & singular the profits & advantages of a sole & separate trader & dealer in as full & ample a manner to all intents & purposes as if she were sole & as the laws usage & customs of these States do & shall permit & authorize. And that he the said John Warringer shall not now nor at any time or times hereafter obstruct trouble or in any manner interrupt her the said Mary E. Warringer in such her sole and separate trade & dealing or in any disposition deprive her of any money estate or effects profits or emoluments which she shall or may hereafter acquire by her sole and separate trade & dealing. And the said John Warringer doth hereby relinquish unto the said Mary E. Warringer his said intended wife all manner of right title & claim in law or equity to the said & every part thereof which he might have by virtue of his said intended Marriage & otherwise and he the said John Warringer by these presents doth fully authorize & empower the said Mary E. Warringer his said intended wife notwithstanding her contract to make and duly execute in her own name and all such deeds specialties or other instruments of writing as shall be deemed incident necessary or appertaining to her said sole and separate trading & dealing as if she were a feme sole. And that she shall have full power to sell or otherwise dispose of her estate or any part thereof as she may think fit and further that he shall and will permit the said Mary E. Warringer his said intended wife to make use of his name for the sake of conformity in all suits & actions relating to all debts dues & demands as shall or may from time to time accrue or arise in the course & by means of her sole trade and dealing whether in promoting or defending the same in conformity to the act of the general assembly of this State Provided nevertheless and it is the true intent & meaning of the parties to these presents that the said John Warringer his executor or administrator shall not be liable to the payment of any debt or demand whatsoever due the said Mary E. Warringer share hereof the contract in carrying on her sole and separate trade & dealing -

A List or Schedule of the Negroes Stock Household furniture &c. referred to in the foregoing deed That it is to say Two negro men slaves named Jacob & Fred, Two negro women slaves named Violet & Amelia Household furniture consisting of, Three Mahogany tables, One Mahogany Chest of Drawers two sitting

chairs with a considerable quantity of kitchen furniture as kitchen
 stock in trade contained in the shop situated at the corner of Broad
 street & Cliffords alley namely one Pipe of Gin, one pipe of Brandy, one pipe
 of Rum, one pipe of Whiskey with the like quantity of Northern French & Spanish
 Brandy. Madeira Wine in a basket. one hog's head of Molasses, two Barrels of
 Brown sugar the same of Leaf sugar, one barrel of Shrub and Barrel of App-
 le-jamint. three Barrels of Beef two Barrels of Mackerel one barrel of Corn-
 ing & one barrel of leaf tobacco. Five hundred weight of Bacon two Pipes
 of soap one barrel of Rice one barrel of salt with a considerable quantity of
 Crockery ware as also the articles necessary in the establishment of a gen-
 -eral store that is to say Counters Scales Weights & measures a number of
 Hog's heads. Stands Casks & ~~and~~ can measures & the like, also two feather
 beds two bolsters, six pillows six pair of sheets pillow cases Napkins table
 cloths spoons knives & forks plates dishes & so forth for household use, likewise
 three soldiers certificates of land being a compensation to them for
 military services during the late war, three Horses and two drays and one
 riding chair with harness. In witness whereof the said parties to this
 presents have hereunto set their hands and seals on the day & in the year
 first above written —

signed sealed & delivered in the presence of John ^{his} E. Vanirerius (D)
 of John Blake White Thos Simons } J. M. Schmidt (D)
 John Blake White made oath that he saw Mary E. Vanirerius
 sign seal John Vanirerius set his marks & seal and J. M. Schmidt
 sign seal and deliver the within instrument of writing for the use and
 purpose therein mentioned and that he with Thos. Simons attests
 the same —

Inm to before me this 18 October 1821. Pres. J. P. Notary,
 Read 18 October 1821.

The State of South Carolina.

This Indenture made the twenty eighth day of February
 in the year of our Lord one thousand eight hundred and twenty one and in the
 forty fifth year of the Independence of the United States of America. Between Eliza
 Ann Portick of St. Peter's Parish in the district of Beaufort & State aforesaid Widow
 of the first part. Daniel William McKenzie of the City of Savannah in the State of
 Georgia Merchant of the second part. and Benjamin Robert Portick and James
 Peter Portick of the Parish of St. Peter in the district of Beaufort & State of South
 Carolina planters of the third part. Whereas the said Eliza Ann Portick is entitled
 by virtue of her grandfather John Robert's deed of gift (now on record) to her late
 mother Mary Herriot Portick dated about the tenth day of May seven hundred
 and ninety five one moiety of the following negro slaves to wit. Tom (D)
 Andrew, Hannah Anna Lacy Mary Jack and Richard, And whereas the

brother Benjamin Robert Postick and the said Eliza Ann Postick and Daniel William McKemie have agreed on a division of the aforesaid negro slaves as follows to wit That the said Benjamin Robert Postick shall receive of the aforesaid divided negro slaves with their issue and increase two negro men namely John Ely and Andrew as his full share a portion from the others named negroes and that the remaining seven negroes to wit Betty Hannah Anna Lizzy May Jack and Richard together with their future issue and increase shall belong to the said Eliza Ann Postick. And whereas a marriage is by gods permission intended shortly to be had & solemnized between the said Daniel William McKemie & the said Eliza Ann Postick. And whereas in prospect & consideration of the said intended marriage it hath been agreed by & between the said Daniel William McKemie and the said Eliza Ann Postick that the above named seven negro slaves together with the future issue & increase of the females shall be sold, conveyed & disposed of to such uses upon such trusts & for such uses intents and purposes as and hereinafter mentioned & expressed & declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said agreement & in consideration of the said intended marriage and also in the further consideration of the sum of Ten Dollars to the said Eliza Ann Postick in hand at & before the sealing & delivery of these presents well & truly paid by Benjamin R. Postick & James J. Robert the receipt whereof is hereby acknowledged. She the said Eliza Ann Postick by and with the private consent & approbation of the said Daniel Wm McKemie her intended husband testified by his being a party to & signing & sealing these presents. Hath granted bargained sold assigned transferred & set over & by these presents doth grant bargain sell assign transfer & set over unto the said Benjamin R. Postick & James J. Robert & the survivor of them their Executors administrators & assigns all of the aforesaid seven negro slaves to wit Betty Hannah Anna Lizzy May Jack & Richard together with the future issue & increase of the females belonging to the said Eliza Ann Postick as devised to her mother Mary Harriet Postick and which she the said Eliza Ann Postick & Benjamin Robert Postick being the only two lawful & sole heirs to their late mother Mary Harriet Postick have divided as herein before mentioned & declared to the mutual & full satisfaction of us the parties concerned. To have & to hold the aforesaid seven negro slaves with the issue & increase of the females unto the said Benjamin R. Postick & James J. Robert and the survivor of them their Executors administrators & assigns for use upon such trusts never that they & to & for such uses intents & purposes as and hereinafter expressed & declared

of & concerning the same that is to say in trust for the said Eliza Ann Bostick her Executors, administrators & assigns, untill the solemnization of the said intended Marriage. And from & immediately after the solemnization thereof then in trust that they the said Benjamin A. Bostick & James J. Robert their Executors administrators & assigns do & shall permit the aforesaid Eliza Ann Bostick & her assigns to have hold occupy possess and enjoy all of the aforesaid seven Negro Slaves together with their issue & increase for & during the term of her natural life, but so as the said & the proceeds from their labour, or crops, shall not be subject or liable to the debts, contracts or engagements of the said Daniel William McHenry her intended husband. And from and immediately after the death of the said Eliza Ann Bostick, then in trust for all & singular the Child or Children of the said Daniel William McHenry & the said Eliza Ann Bostick his intended Wife as well Daughters as Sons as tenants in common & not as joint tenants to them & their heirs & assigns for ever. & in default of all such issue by the said Eliza Ann Bostick then the aforesaid seven Negro Slaves together with their issue & increase to revert to & belong to the said Daniel William McHenry & to his heirs & assigns for ever. In witness whereof the parties aforesaid to these presents have hereunto set their hands & seals the day & year first above written Daniel W McHenry, L. S. Eliza A Bostick, L. S. B. B. Bostick, L. S. Jas J Robert, L. S. signed sealed & delivered in the presence of us, Jas H. Robert, Elias G Jordan, Minza E. Robert, S^t Peter's Parish & Beaufort District & Personally appeared before me John H. Robert who being sworn deposes that he saw the within deeds executed & that Elias G Jordan & Minza E. Robert were subscribing witnesses together with himself to the same John H. Robert. Sworn to before me this 28th February 1821. Jas J. Lorton, C. M.

Recorded 30 October 1821.

State of South Carolina

This Indenture of three parts to wit by Charles Daniel French of the first part, Mary Elizabeth Basy of the second part and David Rang of the third part all of the City of Charleston - Witnesses, Whereas a marriage is agreed upon & intended to be shortly had and solemnized between the said Charles Daniel French and the said Mary Elizabeth Basy and upon treaty of the said Marriage it was agreed by and between the said parties that all the real personal estate of every description and kind belonging to the said Mary Elizabeth should be conveyed assigned settled and assured to the aforesaid David Rang in trust for the sole use benefit and enjoyment of the said

the said Eliza
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Mary Elizabeth according to such uses and intents as may be herein
 specified, Now this Indenture witnesseth that in pursuance of the said
 agreement for and in consideration of the said intended marriage and in
 consideration of the sum of one shilling to him the said David we have
 paid at and before the sealing and delivery of these presents by the said
 Charles Daniel and Mary Elizabeth (the receipt whereof is hereby acknow-
 ledged) they have granted bargained sold aliened and released and by
 these presents do grant bargain sell alien and release all and singular the
 property herein after enumerated as will more particularly appear by reference
 to a Schedule marked A. hereunto appended, to the said David his heirs
 and assigns, in trust nevertheless for the following uses and for the
 intents and purposes herein after limited expressed and declared, that
 is to say for the sole use occupation and enjoyment of the said Mary Eliza-
 beth with full power by and thro' the intervention of her said trustee
 the aforesaid David King to alien sell and convey the said Houses Lots &
 Slaves as are particularly set forth in the Schedule marked A. And the
 aforesaid David doth covenant and agree at all times to join the said
 Mary Elizabeth in any Testaments conveyances releases & bargains of sale for
 the purpose of disposing of the property so specified in Schedule A. whenever
 he the said David may be therunto specially required by the said Mary
 Elizabeth nor shall there be any thing so construed or considered in this
 instrument as restraining or prohibiting the said Mary Elizabeth from
 employing using receiving and negotiating the stocks in trade effects and
 debts due to her as set forth in the Schedule marked A. as she may
 deem most fit and proper altogether and entirely exempt from the con-
 trol of the said David or the aforesaid Charles Daniel, so that the said
 Mary Elizabeth may have the exclusive ownership and direction of the
 said stocks in trade debts & effects &c. And it is further understood and
 agreed between the parties aforesaid that the said Mary Eliza-
 beth shall have full power without the intervention or agency either of the
 said David or the said Charles Daniel or any other person whatsoever
 to take and receive all the rents revenues income and profits of the property
 specified in the aforesaid Schedule and dispose of the same as she in her
 judgment may think proper notwithstanding her intended coverture
 as fully and as freely as if she were a feme sole, and it is moreover and lastly
 understood and agreed between the parties that in the event of the said Mary
 Elizabeth's not selling or otherwise disposing during her life time of the pro-
 perty specified as aforesaid, that she shall have full power to make
 such disposition of the same as shall take effect after her death as she
 may deem just and expedient, by reason of any appointment Legacy
 or bequest contained in any Testamentary paper duly & lawfully

authenticated she may leave behind her Son witness whereof the Parties to these presents have hereunto set their hands & seals this twenty fifth day of October in the year of our Lord one thousand eight hundred and twenty one and in the 25 year of American Independence.

Signed Sealed & delivered

Wm. D. Gresham (Sd.)

M. E. Casey (Sd.)

David A. King (Sd.)

in the presence of

Latham Hall.

Latham Hall made oath that he saw

Richard Smith.

Wm. D. Gresham, M. E. Casey & David

A King sign seal & deliver the within Instrument of writing for the uses and purposes therein mentioned & that he with Richard Smith witnessed the same

Sworn to before me this 11th December 1821 J. M. Call, M. P. S.

A list of Property belonging to Mrs M. E. Casey - - - - -

One house & lot in Grand Street on the north side of said Street N^o 38 measuring in front feet. in depth feet. - - - \$1000.

Also three houses in Broad Street on the North side N^o 60 on Leas Ground - - - - - 600.

Also three Negroes as follow Adam Grace and Harriot. - - - 1400.

Stock and Trade as follows Cloths, Capstems, Ballicoos, amities, Linens, Ribbons, Stockens, Silks, Crapes, Bumbastts, &c. &c. - - - 700.

Depts due on Day Book &c. by different Persons - - - 300.

\$4000.

Recorded 1st December 1821

The State of South Carolina

This Indenture Tripartite made the Eighteenth day of October in the year of our Lord one thousand eight hundred & twenty one at the City of Charleston in the State aforesaid Between John Dickson of the first part, Mary Augusta Flinn of the second part & Thomas Flemming & William Smith Jun^r Trustees Nominated & appointed by them the said John Dickson & Mary Augusta Flinn for the trusts intents & purposes herein after mentioned & expressed of the third part. whereas a marriage by Divine permission is shortly intended to be had & solemnized between the said John Dickson & Mary Augusta Flinn. and whereas the said Mary Augusta Flinn being possessed of & entitled to certain Estate real & personal under & by virtue of the last Will & Testament of her Father the late Reverend Dr. Andrew Flinn deceased who in the said last Will & Testament among other bequests did give & devise in manner & form as follows. Item whereas I have said at Sheriff's sales in Mecklenburgh County in North Carolina

years since the agency of my friend Joseph M. Smith & his
 "sister certain plantation in town of South Carolina and in the
 "property of my Mother William M. Smith in the town of South
 "boundaries & quantity of land and in the town of South
 "me in my name is supposed to be in the possession of Peter Chapman
 "who made the purchase for me & which will be the sum
 "of money paid for it which plantation both were long since the gift
 "of my said Mother. Now it may well be that my said Mother William
 "M. Smith should have been a year or more ago and perhaps my said
 "daughter Mary Augusta should be her heir and perhaps the same Mary Au-
 "gusta Smith which I have thought Peter Chapman for that land and
 "upon my said Mother paying that sum of money it is my will that my
 "executors & administrators should make title for the said land
 "unto my said Mother & to his heirs & assigns forever. And my said Mother
 "should give within three years from my decease to my said
 "Daughter Mary Augusta the sum of money I have for the said land
 "then my said Mother to be retained & in that case I have for the
 "stead of land above alluded to unto my said Mother William M. Smith
 "to be held & occupied by him for during the term of his natural life and
 "at his death I give & bequeath all & singular the said tract of land with
 "its rights & members & appurtenances unto my dearly beloved Daughter
 "Mary Augusta & to her heirs & assigns forever. And I give & bequeath
 "to my Daughter Mary Augusta a certain piece of land contiguous
 "to the Wild Horn plantation which I bought from the heirs & as-
 "signs of John Hogue deceased (which I contracted for with John
 "Dawson Esq. the price & amount of which will be seen by the title
 "that was made to me by the family & as such I hope) to have & to hold
 "all & singular the said piece of land to my said Daughter & her heirs
 "assigns forever. I also give & bequeath to my said Daughter Mary Au-
 "gusta absolutely the following Negro Slaves to wit. Fanny Lucy Helen
 "Sally John & Eliza all in one family, also a Negro woman named Sally
 "I also give & bequeath to my said Daughter Mary Augusta all my shares
 "of stock in the Union Bank in Charleston. Item all the rest & residue of
 "Estate real & personal I give devise & bequeath unto my said Daughter Mary
 "Augusta & to her heirs & assigns forever it hath been & is agreed between
 "the said John Dawson & Mary Augusta & them that all the interest of
 "the said Mary Augusta & them in the estate both real & personal began
 "that to her in the will of her deceased Father, in part above recited, should
 "be by her granted & released unto the said Thomas & William
 "Smith & then his executors, administrators & assigns to for & upon
 "the several uses & subject to the trusts intents & purposes, in such manner

296 as hereinafter is mentioned, limited, expressed & declared of & concerning
the same, & also the several stocks & other the residue of the personal estate
of her the said Mary Augusta Flinn as delivered from the Will of her father
shall be by her assigned to & vested in them the said Thomas Flinn & William
Smith Junior, together with the interest dividends & produce to be
& be made thereof to for & upon the several trusts intents & purposes herein after
also mentioned expressed & declared of & concerning the same. And whereas
the said Reverend Dr. Andrew Flinn duly & legally executed his said last
Will & Testament on the eighteenth day of January in the year of our Lord
one thousand eight hundred & twenty, appointing thereby Mr. Ezra Flinn
his wife executor & William Smith Junior one of the parties to this instru-
ment executor of whom the said William Smith Junior has alone since
qualified. And whereas also, since the death of the said Doctor Flinn
it has been impossible for the executor of his estate, the said William Smith
Junior to bring the affairs of the said estate to a close & as it is yet doubtful
what claims may exist against the said estate unsatisfied - it is hereby
agreed by & between the parties to this instrument & it is their express inten-
tion that only so much of the estate of the said Doctor Andrew Flinn shall
be considered as embraced by this Deed of Marriage Settlement which
shall remain after the payment of the just & legal debts due by the said
Doctor Andrew Flinn deceased & for which his Estate is properly chargeable
Now therefore this Indenture witnesseth that in pursuance of these
premises & in consideration of the said intended Marriage & also in con-
sideration of the sum of one dollar to her the said Mary Augusta Flinn in
hand paid by the said Thomas Flinn & William Smith Junior
at or before the sealing & delivery of these presents the receipt whereof is hereby
acknowledged & for divers other good & valuable causes & considerations her
hereunto, especially moving the said Mary Augusta Flinn (by & with the
knowledge, privacy consent & approbation of the said John Dickson her in-
tended husband, testified by his being to & executing these presents) Hath
granted, bargained, sold, aliened, released & confirmed & by these presents
Doth grant, bargain, sell, alien, release & conform unto them the said
Thomas Flinn & William Smith Junior & to their heirs executors ad-
ministrators & assigns all the estate right title interest, trust inheritance &
party claim & demands whatsoever both at Law & in Equity of her the said
Augusta Flinn or of any other person or persons in trust for her, of in a part
of the tract of Lands in North Carolina & the tract of Lands contiguous
to the Willtown plantation bequeathed to her the said Mary Augusta
Flinn by her father the late Reverend Dr. Andrew Flinn & particularly
named in his Will above in part recited as will more fully appear
from being made to the said Will, and the titles to the said lands also

297 the said Mary
net, Lucy, Foster
named Julia
the Charleston
& her children
together with the
said shares in
Library Society
& intended to
& William Sh
to for & upon to
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other limitations
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life, And af
heirs of her the
Law of South
parties to the
Thomas Flinn
released & to
they may de
sents & approb
Augusta Flinn
the said John
from time to

the said Negroes bequeathed to her in her father's said will to be sold
 ret. Lucy, Helen Sally John & Eliza of my family & another Negro Woman
 named Sally, also thirty seven shares in the Union Bank & one share in
 the Charleston Library Society. It is her will to hold the said Lands, Tenements
 & hereditaments with their & every of their appurtenances, the said Negroes to-
 gether with the future issue of such of them as are female, the said thirty
 seven shares in the Union Bank & the said one share in the Charleston
 Library Society & all & singular other the premises herein before mentioned
 & intended to be hereby granted & bequeathed unto the said Thomas Hemming
 & William Smith Junior their heirs executors, administrators & assigns
 to for & upon the several uses trusts intents & purposes & subject to the several
 Provisions powers limitations & agreements hereinafter mentioned & limited
 expressed & declared of & concerning the said (that is to say) to the use &
 behoof of the said Mary Augusta Flinn & her heirs, until the solemnizing
 of the said intended Marriage of her & immediately after the solemniza-
 tion thereof subject to & charged with the payment of the debts legally
 & justly due by the late Reverend Dr. Andrew Flinn dec'd & for which
 his Estate is properly chargeable, & so subject to the use & behoof of the said
 John Dickson & Mary Augusta Flinn, for & during the term of their natu-
 ral lives to be enjoyed by them jointly, & after the death of them the said John
 Dickson & Mary Augusta Flinn, should then be issue of this Marriage
 then to the use & behoof of such issue share & share alike & their heirs & assigns
 In case then shall be no issue of the said intended Marriage & then the said
 Mary Augusta Flinn shall survive him the said John Dickson then to
 the use & behoof of her the said Mary Augusta Flinn her heirs executors ad-
 ministrators & assigns forever, free clear & absolutely discharged from any
 other limitation or condition whatsoever. And in case the said John
 Dickson shall survive her the said Mary Augusta Flinn & there be no
 issue of the said intended Marriage living at the time then to the use
 & behoof of him the said John Dickson for & during the term of his natural
 life, And after the determination of this Estate then to the use & behoof of the
 heirs of her the said Mary Augusta Flinn in such manner as the intestate
 Law of South Carolina directs, And it is hereby agreed by & between the
 parties to this instrument that it shall & may be lawful for the said
 Thomas Hemming & William Smith Junior to sell the property hereby
 released & to vest the proceeds arising therefrom in such other property as
 they may deem fit for the Benefit of the estate, provided that the con-
 sent & approbation of him the said John Dickson & her the said Mary
 Augusta Flinn be first obtained in writing And Moreover that he
 the said John Dickson his heirs executors & administrators shall & will
 from time to time & at all times hereafter upon the reasonable request

298 of the said Thomas Flemming & William Smith Junr. their executors and
ministrators & assigns or any or either of them, make do & execute or cause to
procure to be made & do & execute all & every such further & other lawful &
reasonable act & acts thing & things, conveyances, assignments & assurances in
the Law whatsoever as well for the corroborating & strengthening of these presents
as also for the further & better conveying & assuring assigning & conforming of
all & singular the herein before mentioned & intended to be hereby released
assigned premises unto the said Thomas Flemming & William Smith Junr.
their heirs executors & assigns respectively (Notwithstanding to the several uses trusts
intent & purposes herein mentioned & expressed of & concerning the same) as
by their or any of their counsel learned in the Law shall in that behalf be
reasonably advised or required. In witness whereof the parties to these
presents have hereunto set their hands & seals on the day & in the year first
above written. J. Dickson (Esq) M. A. Flinn (Esq) Tho. Flemming (Esq)
Wm Smith Junr (Esq) signed sealed & delivered in presence of Joseph
Edgar. H. S. McLeod, John E. McDonald. State of South Carolina
Charleston District, personally appeared before me H. C. McLeod & made
oath that he was present & saw J. Dickson. M. A. Flinn. Tho. Flemming
& Wm Smith Junr sign seal & deliver this instrument of writing to and for
the uses & purposes therein mentioned & that he together with John E. Mc
Donald witnesses to the same. Sworn to before me this 12 Nov. 1821
Chas. S. Tucker. J. W.

Recorded 1st Dec. 1821

The State of South Carolina

This Indenture, bearing date, made the twelfth
day of November in the year of our Lord and thousand eight hundred and
twenty one, Between Matilda Schwartz (baptized in Germany by the name
of Matthea answering to the English name Matilda) of the City of Charleston
and State aforesaid Sister of the first part. Theodore Jacob Schrodor and
Doctor Philip Augustus Fikes of the second part and William Theodore Schro-
dor of the third part. Whereas the said Matilda Schwartz is possessed in
her own right of sundry articles of valuable Merchandise and stock in trade
and hath hitherto and still doth carry on the business or trade of a Mill-
iner and a selling, bartering, exchanging and retailing various kinds of goods
wares & merchandises, and whereas there is a marriage by goods published
that they to be had & solemnized Between the said Matilda Schwartz and the
said William Theodore Schrodor and it is the wish & desire of all parties
that the said Matilda Schwartz notwithstanding her intended coverture
should continue and carry on the said business or trade of Milliner or
any other trade or business she may choose and that she should stand
to her sole separate and absolute use free from the debts in cumberlands

their execution and
execution cannot
then either lawfully
amount to assurances in
thing of their present
and conforming of
to be hereby released
of William Smith
to the several undertakings
concerning the same) as
call in that behalf
of the parties to this
day & in the year first
of Fleming (2d)
presence of Joseph
etc of South Carolina
of Wilecks & made
him. The Fleming
of writing to and for
with John C. M.
this 12 Nov 1821

the, made the twelfth
Eight June and and
Germany by the name
of the City of Charleston
Jacob Schroder and
Theodore Schor
Schwartz is proposed
and stock in trade
or trade of a mill
various kinds of goods
by goods purchased
and Schwartz and the
& desire of all parties
in intended contract
trade of skilled or
she should a second
debts in circumstances

in intended of her said intended husband, all the goods wares mer-
chandises stock in trade money profits and earnings arising therefrom
which she now hath or may afterwards acquire subject to the trusts and
limitations hereafter reserved. Now this Indenture witnesseth that
the said Matilda Schwartz in consideration of the above stated
marriage and in consideration of the sum of two dollars to her in hand
paid by the said Theodore Jacob Schroder and Dr. Philip Augustus
Faber the receipt whereof is hereby acknowledged hath granted bargained
and sold and by these presents doth grant bargain and sell and im-
plain & open market deliver unto the said Theodore Jacob Schroder and
Philip Augustus Faber all the goods wares merchandises and stock in trade
which the said Matilda Schwartz now owns & possesses and with which she
now carries & conducts her aforesaid business or trade of a milliner and also
all the money earnings and profits arising therefrom and also all the
goods wares merchandises stock in trade and the money earnings & profits
she may hereafter acquire in pursuing and carrying on her said busi-
ness as milliner or any other import trade she may pursue or carry on &
also all the estate interest property or money she the said Matilda Schwartz
may hereafter inherit or receive from any of her relations or be entitled
unto by virtue of any gift devise or bequest from any of her said relations
to have and to hold unto the said Theodore Jacob Schroder and Dr. Philip
Augustus Faber and the survivor of them the said stock in trade goods
wares and merchandises and the money profits and earnings ^{arising} therefrom
and the said interest property or money she the said Matilda Schwartz
may now or hereafter be entitled unto by virtue of any gift devise or
bequest from any of her relations as aforesaid, upon these nevertheless
to and for the sole separate and absolute use of the said Matilda Schwartz
free from the debts intended of her said intended husband for
and during the life of the said Matilda Schwartz, and immediately af-
ter the death of the said Matilda Schwartz, then in trust to sell & dispose of
all & singular the said stock in trade goods wares & merchandises of the said
Theodore Jacob Schroder and Dr. Philip Augustus Faber in conjunction with the
said William Theodore Schroder shall think that it will be of benefit to
the said Estate or to do, or to divide the said goods wares and merchandises
together with the profits earnings or money arising therefrom into two equal
parts and to pay over or deliver unto the said William Theodore Schroder
one moiety thereof and to vest the other moiety in Bank stock, stock of this
State or of the United States or in any other public security for the use bene-
fit and behoof of any child or children of the said intended marriage
which the said Matilda Schwartz may have at her death until the
said child or children shall arrive to the age of twenty one years or

day of marriage then to pay over to such child so becoming of age a
 married his or her share of the said moiety. But should the said Matilda
 Schwartz die without leaving any issue of the said intended marriage or
 they should all die under age and unmarried in the life time of the said
 William Theodor Schrodor. Then in trust to her and dispose of all and
 singular the said stocks in hand goods wares & merchandises if the said
 Theodor Jacob Schrodor and Doctor Philip Augustus Faber in conjunction with
 the said William Theodor Schrodor shall think that it will be of benefit
 to the said Estate so to do or to divide the said goods wares & merchandises
 together with the profits earnings or money arising therefrom into two equal
 parts and to pay over a divided moiety thereof to the said William
 Theodor Schrodor and to vest the other moiety together with the whole of
 the estate property or money which she the said Matilda Schwartz may
 derive or acquire from her relations as aforesaid in Banks Stocks Bonds of
 this State or of the United States or in any other public security for the
 use benefit and behoof of Maria Magdalena Faber mother of the said
 Matilda Schwartz that is to say to pay over unto the said Maria Magdalena
 Faber the interest or dividends arising or accruing therefrom for and during the
 term of her ~~natural~~ life and immediately upon the death of said Maria
 Magdalena Faber then to pay over the said stocks and securities to the said
 William Theodor Schrodor to his use for use. But should the said Matilda
 Schwartz survive the said William Theodor Schrodor her intended hus-
 band and all the issue of the said intended marriage then in trust to the
 proper use and behoof of such person or persons and subject to such uses trusts
 as the said Matilda Schwartz by her last will and testament or by any writing
 purporting to be her last will and testament duly executed in the presence
 of three witnesses shall direct limit and appoint the same And this Indenture
 in witness that the said William Theodor Schrodor for and in consideration
 of the sum of two dollars to him in hand paid by the said Theodor Jacob Schrodor
 and Doctor Philip Augustus Faber the receipt whereof is hereby acknowledged to the
 said William Theodor Schrodor for himself his heirs executors & administrators
 hath consented promised granted & agreed and by these presents doth con-
 =ment promise grant and agree to and with the said Theodor Jacob Schrodor
 and Doctor Philip Augustus Faber and the survivor of them his executors admi-
 =nistrators & assigns in trust for the sole separate and absolute use of the said
 Matilda Schwartz that from & immediately after the solemnization of the said
 intended marriage the said Matilda Schwartz notwithstanding her own
 may have and exercise the business and trade of a sole and separate trader
 and dealer in buying selling bartering or changing and retailing all goods wares
 & merchandises whatsoever and that she the said Matilda Schwartz shall have
 have enjoyed all the privileges & advantages of a sole & separate trader and

day of marriage then to pay over to such child so becoming of age a
 married his or her share of the said moiety. But should the said Matilda
 Schwartz die without leaving any issue of the said intended marriage or
 they should all die under age and unmarried in the life time of the said
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 to the said Estate so to do or to divide the said goods wares & merchandises
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 may have and exercise the business and trade of a sole and separate trader
 and dealer in buying selling bartering or exchanging and retailing all groceries
 & merchandises whatsoever and that she the said Matilda Schwartz shall have
 have enjoyed all the privileges & advantages of a sole & separate trader and