

full and ample a manner to all intents & purposes whatsoever in any sole
 separate dealer may, might or can have by the laws usage and customs of
 State aforesaid as far as the same laws do authorise and permit me that
 he the said William Theodore Schroder shall not or will not at any time
 or times hereafter molest trouble or interrupt the said Matilda Schwartz
 in such her buying selling bartering exchanging and retailing or a disposition
 of any of the moves stock estate effects profits that she or may be gotten
 acquired in her sole and separate trade & dealing but both by these presents ren-
 -ounce and disclaim all the right title and interest she may or might
 have to the same by Marriage or otherwise, And the said William Theodore
 Schroder for himself his Heirs executors & administrators as hereby further covenants
 promise grant and agree to and with said Theodore Jacob Schroder and
 Philip Augustus Faber and the survivors of them his Heirs executors ad-
 ministrators & assigns that he the said William Theodore Schroder shall not
 no will not at any time or time or times hereafter hinder prevent or interrupt
 the said Matilda Schwartz his intended wife in using for transacting any
 part of the moves debts stocks & effects that may from time to time be acquired
 gotten by such her separate trade and dealing but both hereby promise to per-
 mit her the said Matilda Schwartz to make use of the name of him the
 said William Theodore Schroder for conformity in such uses or actions as pursuant
 of the act of the General Assembly of the State aforesaid in such case made provided
 and the said William Theodore Schroder doth further covenant promise grant
 agreed that he shall not or will not at any time or time hereafter hinder or
 prosecute any person or persons whomsoever that shall or may let to him to the
 said Matilda Schwartz his intended wife any House or houses stores or negroes
 or for or on account of any other matter or thing incident or relating to the said
 separate trade or dealing Provided nevertheless it is the true intent & meaning
 of the said parties and of their presents that he the said William Theodore
 Schroder his Heirs executors & administrators shall not be liable to the pay-
 ment of any debt or debts which the the said Matilda Schwartz shall or
 may here after contract in carrying on her said sole and separate trade and
 dealing and that he the said Matilda Schwartz shall not at any time here-
 after buy purchase sell bargain or exchange any goods wares or merchandises
 or commodities whatsoever in the name of him the said William
 Theodore Schroder so as to make him his Heirs executors & administrators
 liable to the payment of the same. And the said William Theodore Schroder
 for the true and faithful performance of all singular the conve-
 nants and agreements aforesaid on his part to be performed both for
 himself his executors & administrators in trust as aforesaid him him-
 self and them to the said Theodore Jacob Schroder and Philip Augustus
 Faber and their respective executors administrators and assigns

in the sum of Dollars. In witness whereof the parties
to these presents have hereunto set their hands & affixed their seals at
Charleston on the day & in the year first above written
Sealed & delivered in presence of Matilda Scherantz . 2d.
the words & children in the third W. F. Schroder. v . 2d.
line from the bottom of the second Thos J. Scherzer . 2d.
which were signed before me Martin Strobel Esq: January 3 1821
Martin Strobel made oath that he saw Matilda Scherantz William
J Scherzer and Thos J Scherzer sign seal and deliver the aforesaid
instrument of writing for the uses & purposes therein mentioned & that he
with Esq: Janney witnessed the same -
Given to before me this 18th December 1821 Recd. Esq: F. Art. just.

Recorded 18th December 1821.

The State of South Carolina

This Indenture made the third day of November

the year of our Lord and thousand eight hundred and twenty one. Between Mr. Emily
McDonald widow of the first, Dr. James Dwight of the second part and
Francis Marion and Robert Kirk Esquires of the third part all of S. Johns City
in the State aforesaid. Whereas the said Emily McDonald is desirous to dispose
in fee simple of a tract of land situate in the parish of S. John's Berkeley
at the forks of the Congaree and Broad River Roads containing four hundred forty
acres butting and Bounding North on lands of John Palmer Esquire & Estate of
Dr. William Head, West on land of Gen: Francis Marion South & East on lands
of Philip Parker, And also an undivided third part of a tract of land called Cow-
pue plantation containing six hundred fifteen acres, Butting & Bounding South
on lands of Francis Marion and John Bontine East on lands of John Bontine
& Thomas Blackman, North and West by lands of John Bontine & lands granted
to William Kirk, West on lands of Peter Gaillard & lands unknown - And also an
undivided third part of the following negroes to wit: Pompey, Caesar, Britie, Sally
Chickaw, Pella, Hannah, Betty, Kitty, Rachel, Ned, Mollie, Tommy, Rosetta, Harriet
Sally, Gabe Pompey, Sam Chapman, Eliza Paul, Peter Mat, Will Clayburn
claimed Anna Lucy Miles, Polly Sophia Syphus, Frank Abraham, Edmund
John Amblett, Prince late Sipio Soddy, Penelope, Billy, Lucy, Hansel, Jonathan
Grenwick, James, Sarah Martha Miles, Thomas Cokhead, Mary, Bibby, Morris
Moses, Sophia Leah, John Peggy, Isaac Charlotte. And wheresoever Marriage is
agreed upon and intended to be had & solemnized between the said Emily Mc-
Donald and the said James Dwight and it was proposed by the said Emily
Marion to be given to the said James Dwight to a land & money the said
lands & money as so much thereof do the said Emily McDonald warrant & deliver
unto the said Francis Marion and Robert Kirk in manner & form & upon the
trust to go to the intent & purposes herein after mentioned excepted & deducted

of and concerning the same. Now this Indenture witnesseth that in consideration of the said intended Marriage and also in consideration of the sum of two dollars to the said Emily L McDonald by the said Francis Marion & Robert J Kirk in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth the said Emily L McDonald with the consent & approbation of the said Samuel Dugay hath given granted bargained & sold and by these presents do give grant bargain sell & deliver unto the said Francis Marion and Robert J Kirk, all that tract of land his labor described and also all her undivided third part of the tract of land above secondly described together with all singulars the appurtenances there unto belonging or in any wise incident or appertaining also all her undivided third part of the negroes herein before mentioned and enumerated to have & to hold the said lands & premises with their tennants & other appurtenances and also the negro slaves aforesaid with the future issue & increase of the females unto the said Francis Marion & Robert J Kirk their heirs & assigns forever. But now whereas upon the several trusts intents & purposes & under & subject to the several powers processes limitations requirements hereinafter expressed and declared of and concerning the same (that is to say,) In trust for the said Emily L McDonald her heirs & assigns until the said marriage shall take effect & from immediately after the consummation thereof then in trust to permit and suffer the said Samuel Dugay to have & hold property and enjoy all singular the aforesaid lands & premises without impediment of wrote and to have receive and take the rents issues & profits thereof and also to have hold and exercise the possession of said slaves & to receive the use his & her fits of their labor & service for obtaining the sum of his natural life, then from & immediately after his death (in case the said Emily L McDonald shall survive him) then in trust to and for the said Emily L McDonald her heirs & assigns forever fully and absolutely acquitted & discharged from all further to the trusts & limitations whatsoever. But in the event of the death of the said Emily L McDonald leaving the said Samuel Dugay surviving her without any before executing her last will and testament which notwithstanding her continuall she is by these presents authorized & impowered to make & execute and which the said Samuel Dugay doth hereby consent & agree to and with the said Francis Marion and Robert J Kirk or the survivor of them to permit suffer & sanctify him from and immediately after the death of the said Samuel Dugay in further trust to & for the child a childern of the said Emily L McDonald as well those which she now has as those which she may hereafter (living at the time of the death of the said Samuel Dugay) then heirs & assigns for an to be divided among them (by more than one) in equal proportions. But in the event of the death of either of the children of the said Emily L McDonald before the expiration of the life estate of the

384 said Samuel Duggett leaving a child or children then four and immediately thereafter in trust to pay over the property of the child or children so deposited to her or their child a child respectively living at the time their heirs do appear for and it is understood and agreed that all and every other the property of the said Emily E McDonald not herein particularly mentioned shall be liable & subject to the same terms as that above specifically enumerated. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written — Emily Louisa McDonald (D) Sealed & delivered in the presence of Thomas E McDonald (D) Francis Marion (D) Samuel Mansfield P. C. Marion (D) Robert J. Kirk (D)

Emilia Martha being duly sworn made oath that she saw Emily Louisa McDonald, Samuel Duggett, Francis Marion & Robert J. Kirk sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned & that she with Thos E McDonald & P. C. Marion witnessed the same done to before me this 18th dec^r 1822 — S. P. M. ~~Notary Public~~

Recorded 18 December 1822.

The State of South Carolina

This Indenture tripartite made the 15th day of December in the year of our Lord and thousand eight hundred & twenty one between Emma Martha Cambridge of the City of Charleston & State before named of the first part, Andrew Mansfield and John Maynard Davis of the same place of the second part and John West Scott of the Island of Pineland of the third part Whereas the said Emma Martha Cambridge is desirous to possess of a well and sufficiently entitled unto certain real & personal Estate chose in action & Bank stock herein after particularly described set forth. And whereas a Marriage was agreed upon and intended to be shortly had and solemnized by & between the said Emma Martha Cambridge and the said John West Scott before the treaty of the said intended marriage it was agreed that the said real & personal Estate chose in action & Bank stock shall be conveyed to him & purvey unto the said Andrew Mansfield and John Maynard Davis their executors ad ministrators & assigns upon the usual trusts & limitations herein particularly set forth and declared concerning the same Now this Indenture witnesseth that in consideration of the said intended marriage & in pursuance & performance of the said hereinbefore mentioned agreement and in consideration of the sum of two dollars to be the said Emma Martha Cambridge or her husband paid by the said Andrew Mansfield & John Maynard Davis at and before the sealing & delivery of these presents the weight whereof is hereby acknowledged and for divers other good cause & valuable considerations the said Emma Martha Cambridge hereunto naming she the said Emma Martha Cambridge with the consent & approbation of the said John West Scott to signify herself a party to and signing & sealing these presents hath agreed

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said Emily Louise
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305. bargained sold released transferred and delivered unto the said John Maynard Davis their heirs executors administrators to sign all her right title property claim and demand of or to one fourth part of all that lot of land situate lying & being in Orange street in the City of Elizabethon State aforesaid known & distinguished by the number ten in said street being her portion of the said lot of land & premises devised to her by her mother Elizabeth Cambridge Battling & Bounding Northwardly by land of Eastwardly
a land of Southwardly
in Orange street aforesaid together with all the rights members
habitaments & appurtenances to the said premises belonging or in any wise in-
dent or appertaining, also all her right title claim or demands as are of the
children of Elizabeth Cambridge deceased of or to Negro slaves
brought by Mr Sampson to all the children of Elizabeth Cambridge after the death
of the said Elizabeth Cambridge and which are yet undivided amongst the
said children or the proceeds arising from the sale thereof all her right title
claim and demand of or to J C Stoen's Bond given to Elizabeth Cambridge
for the sum of

Dollars conditioned for the payment of

even hundred fifty dollars on or before the day of in the year
of one thousand eight hundred and six and dated the 2 day of
in the year of one thousand eight hundred and also
four negro slaves named State, Peggy, Mary, Peggy (sister) and also now share
in the Bank of South Carolina have the estate right title interest in trust claiming
to demand a partition both at law and in Equity of her the said Emma Martha
Cambridge of or out of the said premises and any or any part or parts of the
same to hold the said one fourth part or share of the aforesaid
lot of land and premises and all her said right title interest claim and demand
as to the slaves bequeathed to the children of the said Elizabeth Cambridge by
Mary Sampson as aforesaid above the said Bond of \$100 to the four negro slaves
State, Peggy, Mary & Peggy, a child, and the said sum share in the Bank of
South Carolina unto the said Andrew Marind and John Maynard Davis
and the survivor of them his heirs executors administrators to sign for and in
trust notwithstanding and under & subject to the usual powers provisions limitations
declarations & agreements hereinabove declared & expressed of & concerning the same
that is to say in trust to and for the sole separate and absolute use of the said
Emma Martha Cambridge notwithstanding her intended contrarie from
the debts contract or intermeddling of the said John West Scott her intended
husband for and during the time of her life & immediately after her death
then in trust to such person or persons and to and upon such uses trusts &
limitations as the said Emma Martha Cambridge notwithstanding
her intended contrarie by any last will & testament or any writing

purporting to be her last will and testament duly executed in the presence
of three or more credible witnesses, may direct him to and appoint the same. But
should the said Emma & Martha Cambridge at any time during her life be desirous
of selling, bartering or changing all or any part of the above described real
personal estate and other property then in trust that the said Andrew Mansur
and John Maynard Davis and the survivor of them his heirs executors and ad-
ministrators upon being required by the said Emma & Martha Cambridge in writing
sell & dispose of all or any part of the above described real & personal estate with
property above set forth upon such terms & conditions & for such uses trusts &
limitations as the said Emma & Martha Cambridge shall & may require subject
however to the free & entire approbation of the said Andrew Mansur & John
Maynard Davis & the survivor of them his heirs executors and administrators
and the said John West Scott for himself his heirs executors and adminis-
trators with covenant purvived and agreed to and with the said Andrew
Mansur & John Maynard Davis their executors and administrators aforesaid by
these presents that he the said John West Scott and all and every the
person & persons lawfully claiming or to claim by from or under him shall
be & will from time to time & at all times after the solemnization of the said
intended marriage upon the request & desire of the said Andrew Mansur
or John Maynard Davis or either of them or the executors and administrators
or assigns of them or either of them make do & execute or cause & procure to be
made done & executed all and every such further and other lawful and
reasonable act and acts due and due & doable thing & things devised assignments and
affurances in the law whatsoever for the further and better confirming and
corroborating these presents & may clause matter and thing herein contained
and for the better making the trustees aforesaid & their several respective
successors administrators & assigns to execute & perform the said trusts according
to the true intent and meaning of these presents as by the said Andrew Mansur
and John Maynard Davis or either of them or the executors and administrators
or assigns of them or either of them or their or either or any of them would
shall be reasonably advised advised & required to do in virtue whereof
the parties to these presents have hereunto set their hands and affixed
their seals at Charleston on the day and in the year first aforesaid
Emma M Cambridge (S). John West Scott (S) Andrew Mansur
Jn. M Davis. (S) - Signed sealed & delivered in the presence of us
Mr. E. Dawson. Jas. Eylan - Jas. Eylan made oath that he saw
Emma M Cambridge John West Scott Andrew Mansur & John M Davis
sign seal and deliver the within instrument of writing for the uses & purposes
therein mentioned & that he with Mr. E Dawson witnessed the same -
Signed to before me this 24th December 1821. Sam'l Bligh Not pub
Recorded 24 December 1821.

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This Indenture witness made the thirteenth day of
 December in the year of our Lord one thousand eight hundred and twenty one
 between George W. Estes of Charleston district in the State aforesaid, Your
 testator of the first part Sophia C. Hurlot of Georgetown in the State
 aforesaid of the second part and Daniel J. Hurlot of Charleston of the third
 part. Whereas a marriage is shortly to be had and whenever the same
 shall be had between the said Sophia C. Hurlot, and whereas the said
 Sophia C. Hurlot is lawfully possessed in her own right of certain debts, main
 property and slaves, namely one eighth part of George Hurlot's estate in W^t.
 Sarah Hurlot conditioned for the payment of One thousand dollars, one
 sixth part of two thousand dollars vested in stocks of the United States
 Banks, one sixth part of the ten houses and two lots in Broad Street in
 the town of Georgetown and State aforesaid known as No. -
 and valued at the sum of seven thousand dollars, one ninth part of
 a lot in Broad Street with a stable and carriage house thereon in
 Georgetown and State aforesaid and known as No. - one eighth part of
 a lot with a dwelling thereon in Broad Street in Georgetown and State aforesaid
 and known as No. - one eighth part of Lucy Joseph's note for two hundred
 dollars payable to the executors of the Estate of W^t. Sarah Hurlot and
 one sixth part of ~~the sum for which the personal effects~~
~~of W^t. Sarah Hurlot sole for, also the sum of seven hundred dollars due~~
~~to the said Sophia C. Hurlot by D R W. McCorow whose bond for the above~~
~~amount she holds - the sum of fifteen hundred dollars due the said Sophia~~
~~C. Hurlot by George W. Hurlot whose two notes for the above amount she holds -~~
~~also the following slaves named Henry, Eliza, Peter & Joe, and whereas in pur-~~
~~and in consideration of the said intended Marriage the said George W. Es-~~
~~tes and the said Sophia C. Hurlot have agreed that the said Sophia C. Hurlot~~
~~shall grant bargain and sell and transfer and make over the said above~~
~~named property and slaves and the issue of the female slaves unto the said~~
~~Daniel J. Hurlot his executors & administrators for ever in trust monthly~~
~~for the uses & purposes hereinafter mentioned. Now this Indenture witness~~
~~eth that in pursuance of the said agreement and in consideration of the~~
~~said intended Marriage and also of the promises made by the said Daniel~~
~~J. Hurlot to the said Sophia C. Hurlot before the abovesigned writing of this~~
~~present the said Sophia C. Hurlot hath granted, bargained sold, transferred~~
~~and made over and by these presents doth grant, bargain sell, transfer and make~~
~~over unto the said Daniel J. Hurlot his executors and administrators and~~
~~assigns, all and singular the said above named property and slaves with the~~
~~issue of the female slaves to have and to hold the said above named property~~
~~and slaves with the issue of the female slaves unto the said Daniel J.~~

to his heirs executors & administrators & assigns for ever. In trust for
use of the said Sophia C. Huriot until the said intended Marriage shall
be solemnized & take effect and from & immediately after the solemnization
of the said intended marriage in trust for the sole and separate use of the
said Sophia C. Huriot and shall furnish her to have the possession of the
said debts moneys property & slaves with the issue of the female slaves and all
the profits which shall arise from the said debts moneys property & slaves with
the issue of the female slaves as if she were aforesaid & be not subject to the said
debts & engagements of her said husband and from and immediately after
the death of the said Sophia C. Huriot in trust for the use of such persons or
persons as the said Sophia C. Huriot shall bequeath the same to by her
last will and testament duly executed in the presence of two witnesses who
may carry the same by any deed in writing which last will and testament
and deed she the said Sophia C. Huriot is hereby authorized by the said George
W. Egerton to make sign and execute, and in case the said Sophia C. Huriot
should die without having made & executed such last will & testament and
and thereby disposed of the said debts moneys property & slaves with the issue of
the female slaves then from and immediately after the death of the said Sophia
C. Huriot in trust for the use of all and singular the children of the said Sophia
C. Huriot by her said intended husband George W. Egerton which may succeed
her and the issue of any child or children that may die before her the issue of a
deceased child to take among them one share in right of his her or their parent
a parent to be held by them their executors & administrators as tenants in common
In witness whereof the said parties have hereunto set their hands & seals the
day & year above written -

George W. Egerton (S)
Sophia C. Huriot (S)

Sealed & delivered in the presence of George W. Egerton (S)
the words "of the first part" in the third line Sophia C. Huriot (S)
of the first page the word "heirs" and the word "and assigns" on the thirty first and
thirty third lines of the same page being first underlined - - - - -
Geo. W. Huriot. Robt. Huriot -

The state of South Carolina personally appeared Robert Huriot who being
of age to sue & defend said he was present and
said the within named George W. Egerton, Sophia C. Huriot and Daniel J.
Huriot sign seal and as their act and deed deliver the within instrument of
writing to me for the purpose therein named and that George W. Huriot together
with this deponent subscribed their names as witnesses to the same
thereof -

Robt. Huriot

Sworn to before me this day of December 1821. Thomas Huriot C.C.P. 4746 off.
Received 9 January 1822.

309 South Carolina This instrument made the tenth day of
Charleston district, January in the year of our Lord one thousand
eight hundred & twenty two between Eliza Danford of the one part, Stephen
Sister of the second part & Jeremiah A. Gates trustee of the third part, witness
that whereas a marriage is about to be had and solemnized between the said
Eliza Danford and Stephen Sister and where it hath been agreed between them
that all the property of which the said Eliza Danford is now since & proper and that
all the property which she may hereafter acquire shall be vested upon her agree-
able to the uses herein after declared, and whereas the said Eliza Danford doth
wishes of her under side third of a lot of land with a dwelling house and other
buildings thereon in Water Street in the City of Charleston known by the number
Eighty and is also seized of one half of a half acre lot in the city of Georgetown
in the said State of South Carolina and doth also own and enjoy one tenth
of a pew in St. Philip's Church in the said City of Charleston and doth also
own & proper three negro slaves to wit Sarah Hannah & Jane. Now the
Inventress witnesseth that in consideration of the said Eliza Danford his
agreement of the said agreement the said Eliza Danford with the consent and
approbation of the said Stephen Sister testifies by his being a party to the
dealing and delivery of these presents hath given granted assigned transferred
and set over and by these presents doth give grant assign transfer and
unto the said Jeremiah A. Gates his heirs executors and administrators
her estate right title interest and property in the said undivided third of
a lot of land in Water Street in the City of Charleston now known by the num-
ber Eight with the dwelling house and buildings thereon and also in the one
of the said half acre lot in the city of Georgetown and also in the said one
tenth of a pew in St. Philip's Church and also in the said three negro Slaves
known by the names of Sarah Hannah and Jane to have and to hold the
said shares of the said lots of land with their appurtenances and the said
share of the pew and the said three negro slaves with their future increase and
increase unto the said Jeremiah A. Gates his heirs executors and administra-
tors upon this special trust and confidence that is to say that he the said
Jeremiah A. Gates his heirs executors and administrators will hold the said
property to the sole and separate use of the said Eliza Danford entirely free
from the control of her said intended husband during the life of the said Eliza
Danford and upon this further trust after the death of the said Eliza Danford
then this to the use of her heirs at law or of such persons or persons as the said
Eliza Danford may by her last will and testament duly appoint to take the said
property herein contained in trust. And the said Stephen Sister with herby con-
cerned with the said trustee Jeremiah A. Gates his heirs executors and adminis-
trators in behalf of the said Elizabeth Danford in pursuance of the
agreement herein before recited in relation to all her future acquisitions shall

any property which the said Eliza Danford may hereafter acquire during
her life by devise, bequest, gift or otherwise and that all savings & accumula-
tions from the profits of the property real and personal hereinbefore conveyed
shall be subject to the same trusts as are raised by this deed and shall be
held by the said Jeremiah A. Yates his heirs executors and administrators
from time to time such acquisitions of property may be made to the uses hereinfor-
declared to be to the use of the said Eliza Danford during her life and from
from the control of her husband the said Stephen Lister during the continu-
and after the death of the said Eliza to the use of her heirs at law or of such
person or persons as she may by her last will and testament appoint to take
the same. And the said Stephen Lister doth hereby agree with the said Eliza Danford
doth in her behalf covenant with the said Jeremiah A. Yates his heirs execu-
tors or administrators that the said Eliza Danford may notwithstanding
her continuo[us] dispose of all the property herein conveyed in trust and of all the
property hereafter to be acquired by her and hereinbefore made subject to the
same trusts by any instrument writing purporting to be a last will and to take
effect after her death which she the said Eliza Danford may at any time during
the continuo[us] make. And it is hereby covenanted by the parties to these presents
that the said Jeremiah A. Yates his heirs executors or administrators shall and
may at any time at the request of the said Eliza Danford sell & dispose of
the property herein conveyed and the future property herein made subject to
the trusts & uses of this deed and invest the proceeds in such other property with
the said Eliza Danford may direct subject to the same uses as those hereinfor-
declared and to be held subject thereto by the said Jeremiah A. Yates his heirs
executors or administrators. In witness whereof the parties to these presents
have hereunto set their hands & seals on the day & year first above written
Eliza Danford ^{SS}
Stephen Lister ^{SS}

In the presence of

Ca' Dalton. Francis Yates. Jeremiah A. Yates. ^{SS}

Francis Yates made oaths that he saw Eliza Danford Stephen
Lister and Jeremiah A. Yates sign seal and deliver the foregoing in-
strument of writing for the uses & purposes therein mentioned & that he with
Ca' Dalton witnessed the same —

Witnessed to before me this 18 January 1822. J. P. McCall Notary

Received 18 January 1822.

The State of South Carolina.

I know all men by these presents that I do
know the youngs of Georgetown in the said State and hold and partly
bound with Mitchell King and Solomon McCall in the full and just sum
of twenty thousand dollars to be paid to the said Mitchell King & Island
McCall their certain attorney executors administrators & agents In trust

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to and for the several uses intents and purposes hereinafter mentioned
 concerning the said me and by a certain document bearing date the 2d
 month from the said John Taylor and Mitchell King placed in the hands of
 King and Solomon McColl trustees as aforesaid, to which payment all thing
 to be made and said, I have myself and each and every of my heirs executors
 and administrators jointly by their presents declare unto my husband stated
 the twenty ninth day of December in the year of our Lord one thousand eight
 hundred and twenty six and in the forty ninth year of the Independence of
 the United States of America. The condition of the above obligation is such
 that if the above named John Taylor the Younger his heirs executors and adminis-
 trators and assigns shall and do well and truly pay or cause to be paid unto
 the above named Mitchell King and Solomon McColl trustees as aforesaid
 their certain attorney executors and administrators or assigns the full and just
 sum of One thousand dollars with interest from the date due of payment
 annually and the principal with the interest thereon due on or before the
 first day of January which will be in the year of our Lord one thousand
 eight hundred and twenty five without fraud or further delay than the above
 obligation to be void and of none effect otherwise to remain in full
 force and virtue -

John Taylor junr. & Ed.

Signed sealed and delivered in the presence of Henrietta Campbell
 Henrietta Campbell made oath that she was present when John
 Taylor junior signed and deliver the within Bond for the sum and
 purpose therein mentioned and that she witnessed the same -

Oswin to before me this 20th January 1822. Blk. Esq. Jr. Not publ.

Received 20th January 1822.

The State of South Carolina

This Indenture tripartite is made
 the twenty ninth day of December in the year of our Lord one thousand eight
 hundred and twenty six and in the forty ninth year of the Independence of
 the United States of America. Between Justina Maria Henrietta Campbell
 of Marlborough district in the said State of the first part. John Taylor the
 Younger of Georgetown in the said State merchant of the second part and
 Mitchell King of Charleston in the said State and Solomon McColl of
 Georgetown aforesaid of the third part. Whereas a marriage hath been agreed
 upon and is intended to be shortly had and consummated between the said Justina
 Maria Henrietta Campbell and the said John Taylor the younger and
 whereas the said Justina McColl is owned and possessed in her own
 right of an absolute estate of inheritance in fee simple of land to all the
 plantation or tract of land situated in the district of Marlborough
 aforesaid measuring and containing one hundred acres on which is situated
 the Building commonly called the Club House and also of an acre or

313. estate in all and singular the Household and Kitchen furniture
and other more particularly mentioned, in five negroes named Jolly, Rank,
Lettie, Harriet and Lucy, in one undivided moiety or half part of three negroes
named Charles, Andrew and Serry, and in one undivided moiety or half
part of a bond executed by Robert C. Withers of Georgetown to Robert Campbell
entitled for the payment of fifteen thousand dollars. And whereas the said
Justina M H Campbell in consideration of the said intended Marriage
hath agreed to convey all the saids property real and personal together with
all the property real and personal which now has or may hereafter happen
fall or come to her the said Justina Maria Henrietta Campbell by inheritance
dower or in any other way whatsoever to the said Mitchell King & Solomon
McCull in trust to and for the joint use of the said Justina M H Campbell
and the said John Taylor during their lives and after the death of either of
them then to the sole use of the survivor during her or his life, and after the
death of the survivor of them the said Justina M H Campbell and John Taylor
to their to the lawful issue of the said intended marriage and their issue
living at the death of the survivor of them the said Justina M H Campbell &
John Taylor, but if there shall be no joint lawful issue of the said intended
marriage nor no lawful issue of such joint issue living at the death of the
survivor of them the said Justina M H Campbell and John Taylor then to
such uses as the said Justina M H Campbell shall and may notwithstanding
her said intended contrivance appoint in and by her last will and testament
duly executed and in default of such appointment then to the sole use of the
right heirs of the said Justina M H Campbell. And whereas also the said
John Taylor upon the date for the said intended marriage hath agreed to
execute a bond bearing even date henceforth to the said Mitchell King and
Solomon McCull in the sum of twenty thousand dollars conditioned for
the payment of ten thousand dollars with interest from the date thereof
payable annually and also to convey to the said Mitchell King & Solomon
McCull eight negro slaves named Jim, Hattie, Randall, Joe, a boor
Amy, Maria, Serry and Joe, in trust to and for the joint use of the saids
Justina M H Campbell and the said John Taylor during their lives and
after the death of either of them then to the sole use of the survivor during
her or his life and after the death of the survivor of them then to the use of
the lawful issue of the said intended marriage and their issue living at
the death of the survivor of them the said Justina M H Campbell and
John Taylor, but if there shall be no joint lawful issue of the said intended
marriage nor no lawful issue of such joint issue living at the death of the
survivor of them the said Justina M H Campbell and John Taylor then to
such uses as the said John Taylor shall and may appoint in and by his
last will and testament duly executed and in default of such

appertaining thereto to the sole use of the right hand of the said John Campbell Younger. Wherefore this indenture witnesseth that the said John Campbell & H Campbell in consideration of the said indenture made and of the agreement agreed to be made by the said John Campbell and also in consideration of the sum of one dollar to him in hand paid by the said stitched King and Solomon McColl the receipt whereof is hereby acknowledged, hath granted & bargained sold aforesaid plantations, copy and confirmed and by these presents with great bargain sell aforesaid land copy and confirmed to the said stitched King and Solomon McColl, all that plantation or tract of land situate in the Marlborough district of parish now aforesaid and containing one hundred acres or which is erected the building commonly called the Blue House comprising the Blue House spring together with all and singular the rights, members, privileges, her detinents and appurtenances to the said premises belonging or in anywise incident or appertaining thereto and to hold all and singular the said premises with their appurtenances unto the said stitched King & Solomon McColl their heirs and assigns for ever, in trust notwithstanding and to use for the several uses intent and purposed hereinafter expressed & declared of concerning the same. And the said Justice H Campbell for the consideration aforesaid and further in consideration of one dollar to her in hand paid the receipt whereof is hereby acknowledged hath bargained sold aforesaid copies and services and by these presents doth bargain sell aforesaid house and all unto the said stitched King and Solomon McColl all and singular their household and kitchen furniture beds and bedding bed & table linen plates and other articles of household establishment and particularly specifies in a schedule annexed marked A. howe to annexed and hereby specially referred to and made a part of these presents for negro slaves named Sally, Rachel, Letty, Harriet and Jemmy one undivided moiety or half part of three negro slaves named Charles Andrew and Livingston undivided moiety or half part of Robert & Withers bond to Robert Campbell conditioned for the payment of twenty thousand dollars, to have and to hold all & singular the said household and kitchen furniture beds and bedding bed and table linen and plates for negro slaves named Sally Rachel, Letty, Harriet and Jemmy an undivided moiety or half part of three negro slaves named Charles Andrew and Livingston undivided moiety or half part of Robert & Withers bond to Robert Campbell, together with the future issue and increase of the female slaves unto the said stitched King and Solomon McColl their executors administrators & assigns for ever. In trust notwithstanding and to use for the several uses intent and purposed hereinafter expressed and declared of and concerning the same and this indenture further witnesseth that in consideration of the premises and performance of the said agreements herein before recited & also in consideration of one dollar to him in hand paid by the said stitched

King and Solomon McColl the receipt whereof is hereby acknowledged
 unto John Taylor hath bargained and sold and by these presents doth
 bargain & sell & deliver unto the said Mitchell King & Solomon McColl
 three Eight negro slaves named Sam, Hettie, Randall, for a sume money
 Maria Sappy and Joe, to have and to hold all & singular the said eight
 negro slaves from Randall, for a sume money Maria Sappy & Joe
 with the future issue & increase of the female slaves unto the said Mitchell
 King and Solomon McColl their executors administrators & assigns forever. In
 trust nevertheless to and for the several uses intents & purposes hereinbefore
 expressed and declared of and concerning the same. And the said Justina M.
 McCampbell and John Taylor for themselves their and each of their heirs execu-
 tors & administrators have executed promised granted and agreed by these pre-
 sentes do covenant promise grant and agree to and with the said Mitchell
 King and Solomon McColl trustees as aforesaid their and each of their
 executors administrators & assigns in manner & form following that is to say
 that they the said Justina M. McCampbell and John Taylor and the
 survivor of them shall and will from time to time and at all times hereafter
 grant bargain sell assign release convey transfer & deliver unto the
 the said Mitchell King and Solomon McColl as trustees as aforesaid their execu-
 tors administrators & assigns all and singular the property real & personal
 which now has or may hereafter happen fall or come to her the said Justina
 M. McCampbell in her own right or to the said John Taylor in right of the
 said Justina M. McCampbell by inheritance devise or in any other way what-
 soever. In trust nevertheless to and for the several uses and purposes herein-
 before expressed and declared of and concerning the same. And also that
 they the said Justina M. McCampbell and John Taylor each of them shall
 make of their heirs executors administrators and all and every person and
 persons whomsoever having and lawfully claiming a to claim any estate right
 title interest property liev demand or claim of or to all and singular
 the property real and personal herebyfor conveyed or covenanted to be de-
 livered paid time to time and at all times hereafter at the reasonable request
 set the proper tollott charges of the said Mitchell King and Solomon McColl
 their executors administrators make do deal execute & deliver or
 cause to be made do sealed executed and delivered all & every such further
 other reasonable act and acts thing and things devised conveyances & grants
 with lease whereto with covenants of service freed one from all in any manner
 payable proportion further appearance and general warranty according to the
 nature of the estate for the further better and more perfect and absolute
 granting bargaining selling & assigning releasing conveying confining and
 opening all and singular the said premises real and personal how-
 ever before conveyed or contained so to be and every part and parcel

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thereof unto the said Mitchell King and Solomon McColl and their successors as his executors administrators and assigns as by any or either of them by any or either of their counsel learned in the law shall be reasonably advised desired and required. and further it is mutually consented herein to and agreed by and between the parties to these presents that it shall and may be lawful to and for the said Justina M H Campbell and John Taylor or the survivor of them by and with the advice and consent of the said Mitchell King and Solomon McColl and their successors as trustees as aforesaid first had and obtained in writing under their hands to seal in and by their hand or his and duly executed in the presence of two witnesses from time to time and at all times hereafter to constitute nominate and appoint another trustee or trustees in the place and stead of the said Mitchell King and Solomon McColl or either of them or of their successors as successors and to the successors last constituted nominated and appointed as trustee or trustees as aforesaid shall and will possess and enjoy all and singular the rights powers privileges authorities and be subject to all the said responsibilities and liabilities of the said Mitchell King and Solomon McColl as trustees as aforesaid. In trust nevertheless and to make for the said constituents and successors hereinafter expressed and already, as well of and concerning the said bonds of the said John Taylor to the said Mitchell King and Solomon McColl bearing our date herewith in the sum of twenty thousand and fifteen for the payment of ten thousand dollars with all sums of money due and to grow due thereon which said bond is hereby specially referred to and made a part of these presents as of and concerning all and singular the property real and personal hereinbefore mentioned and remanded to be unto the said Mitchell King and Solomon McColl and their successors as trustees as aforesaid that is to say. In trust to take collect and receive all and singular the rents income and profits of all and singular the property real and personal herein before enunciate to be together with all sums of money due and grow due upon the said bond of the said John Taylor to the said Mitchell King and Solomon McColl and the same to apply appropriate and pay over to the use benefit and behoof of the said Justina M H Campbell and John Taylor during their joint lives and should the said Justina M H Campbell survive the said John Taylor or the said John Taylor survive the said Justina M H Campbell then in trust to and for the sole use benefit and behoof of the survivor of them the said Justina M H Campbell and John Taylor during her natural life and upon the death of the survivor of them the said Justina M H Campbell and John Taylor in trust to and for the sole use benefit and behoof of the joint issue lawfully begotten between the said John Taylor and Justina M H Campbell living at the death of the survivor of them the said Justina M H Campbell and John Taylor if one then to

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that one his or her heirs executors and administrators & assigns appointed
for and if more than one then to them their heirs and assigns appointed
to administrators shall & shall alike absolutely & for and as tenants in common
and in the event of either the said Justina M Campbell surviving the said
John Taylor or the said John Taylor surviving the said Justina M Campbell
thence the death of the survivor of them the said Justina M Campbell and
John Taylor any or either of the joint issues lawfully begotten between the
said Justina M Campbell and John Taylor shall have married & died
leaving lawfully begotten issue alive at the death of the survivor of them
the said Justina M Campbell and John Taylor then & in that case in
trust that the lawfully begotten issue of such joint issues so dying as aforesaid
of the said Justina M Campbell and John Taylor shall take and receive
the same share or shares in the property real and personal heretofore conveyed
or intended and covenanted so to be as his her or their parent or parents would
if alive have had taken and received to him her or them or to his her or their
heirs executors administrators & assigns shall and shall alike absolutely & for and
as tenants in common and should the said Justina M Campbell survive the
said John Taylor or the said John Taylor survive the said Justina M Campbell
and no joint issue lawfully begotten between the said Justina M Campbell
and John Taylor and no lawfully begotten issue of such joint issue of
the said Justina M Campbell and John Taylor be alive at the death
of the survivor of them the said Justina M Campbell and John Taylor then
and in that case in trust as to so much of the said property real and personal
heretofore conveyed and covenanted so to be as has happened fallen or come or
shall happen fall or come from by through or in the right of the said Justina
M Campbell to and for the use benefit and behoof of such person or persons
and for such estate or estates as the said Justina M Campbell shall & may
at all times here after notwithstanding her said intended covenants in and by
her deed duly executed and sealed by her last will and testament duly made
and executed now into limit direct and appoint and on the failure or want
of such nomination limitation direction and appointment then to and for the
use benefit and behoof of the right heirs of the said Justina M Campbell
and as to so much of the said property real and personal heretofore con-
veyed & covenanted so to be as has happened fallen or come or shall
happen fall or come from by through or in the right of the said John Taylor
to and for the use benefit and behoof of such person or persons & for such
estate or estates as the said John Taylor shall & may at all times hereafter in
by his deed duly executed and sealed by his last will and testament
duly made and executed nominate limit direct and appoint and
the failure or want of such nomination limitation direction and
appointment then to and for the use benefit and behoof of the right

heirs of the said John Taylor. And further in trust that from time to
 time and at all times hereafter it shall and may be lawful to and for
 the said Mitchell King and Solomon McColl or their successors or assigns
 as trustees as aforesaid by and with the advice and consent of the said
 Justina M H Campbell and John Taylor or the survivor of them to
 sell mortgage and dispose of all and singular the said property real
 and personal herein before conveyed and covenanted to be a any part or
 parts thereof at public or at private sale or in such way as may be thought
 most advantageous & the proceeds thereof to reinvest and the same again
 to mortgage all and dispose of as often and in such way as they the said
 Mitchell King and Solomon McColl or their successors or assigns as trustees
 as aforesaid by and with the advice and consent of the said Justina
 M H Campbell and John Taylor or the survivor of them shall think
 most beneficial and advantageous subject always notwithstanding and for
 the same uses intents & purposes herein before expressed & declared of and
 concerning the same. In witness whereof the said parties to these
 presents have hereunto respectively set their hands & seals the day &
 year in that behalf first above written - John Taylor Jr. Ll.
 signed & sealed & delivered the words I M H Campbell. Ll.
 " Executors & administrators" being first Solo. McColl. Ll.
 witnessed on the fourth day in the M King. Ll.
 present of Lucia P Campbell to the signatures of Taylor Junr and
 J M H Campbell. Henrietta Campbell to the signatures of all.
 Benjamin King to the signature of Solomon McColl. -----
 James G Parker to the signature of M King. -----
 Schedule A. of Household & Kitchen furniture before aforesaid and
 made a part of the aforesaid deed of conveyance. -----
 A Side Board. seven chairs & furniture. a dozen of Windsor chairs. a
 sofa, a chest of Drawers. a set of tables for small Mahogany tables
 four bedsteads. for Walnut tables and flat. two small Mahogany cases
 Easy chair. two looking Glasses. twenty pairs of sheets twenty counterpanes
 twenty mgs. fifteen quilts eight Mattocks. twenty pairs of blankets two cov-
 ets and Pillows etc. two Hearth Rugs. two ft. of dog Rugs. four pairs
 of iron dogs. two sets for iron. Kitchen furniture. Eight dozen Plates &
 forks. three Canvus. a Book case. a dinner. dessert & supper set of China
 a Breakfast set of China. three sets tea China four pairs decanters. three
 dozen tumblers. three dozen wine Glasses two silver Sally Glasses. four pairs
 candlesticks. four pairs snuff boxes and trays six pairs dish covers six pairs
 table Mats. for table covers two coffee pots one 18. ten qt. two silver ladles
 two silver tablespoons. two dozen tea c. three pairs sugar tongs silver tea
 pot bedies. Sugar. Basket and Milk pot. three pairs salt allges. two

that one his or her heirs executors and administrators & assigns absolute
for and if more than one then to them their heirs and assigns executors
and administrators shall & shall alike absolutely & for and as tenants in common
and in the event of either the said Justina M Campbell surviving the said
John Taylor or the said John Taylor surviving the said Justina M Campbell
thence the death of the survivor of them the said Justina M Campbell and
John Taylor any or either of the joint issues lawfully begotten between the
said Justina M Campbell and John Taylor shall have married & died
leaving lawfully begotten issue alive at the death of the survivor of them
the said Justina M Campbell and John Taylor then or in that case in
trust that the lawfully begotten issue of such joint issues so dying as aforesaid
of the said Justina M Campbell and John Taylor shall take and receive
the same share or shares in the property real and personal hereinafter named
or intended and covenanted so to be as his her or their parent or parents would
if alive had had taken and received to him her or them or to his her or their
heirs executors administrators & assigns shall and shall alike absolutely & for and
as tenants in common and should the said Justina M Campbell survive the
said John Taylor or the said John Taylor survive the said Justina M Campbell
and no joint issue lawfully begotten between the said Justina M Campbell
and John Taylor and no lawfully begotten issue of such joint issue of
the said Justina M Campbell and John Taylor be alive at the death
of the survivor of them the said Justina M Campbell and John Taylor then
and in that case in trust as to so much of the said property real and personal
hereinafter named and covenanted so to be as has happened fallen or come or
shall happen fall or come from by the aforesaid or in the right of the said Justina
M Campbell to and for the use benefit and behoof of such person or persons
and for such estate or estates as the said Justina M Campbell shall & may
at all times hereafter notwithstanding her said intended covenants in and by
her deed duly executed as in and by her last will and testament duly made
and executed nominate limit direct and appoint and on the failure or want
of such nomination limitation direction and appointment then to and for the
use benefit and behoof of the right heirs of the said Justina M Campbell
and as to so much of the said property real and personal herein before
named to covenant so to be as has happened fallen or come as shall
happen fall or come from by through or in the right of the said John Taylor
to and for the use benefit and behoof of such person or persons & for such
estate or estates as the said John Taylor shall & may at all times hereafter in
by his deed duly executed as in and by his last will and testament
duly made and executed nominate limit direct and appoint and
the failure or want of such nomination limitation direction and
appointment then to and for the use benefit and behoof of the right

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heirs of the said John Taylor. And further in trust that from time to
time and at all times hereafter it shall and may be lawful to and for
the said Mitchell King and Solomon McColl or their successors
as trustees as aforesaid by and with the advice and consent of the said
Justina M H Campbell and John Taylor or the survivor of them to
sell mortgagage and dispose of all and singular the said property real
and personal herein before conveyed and covenanted so to be a any part or
parts thereof at public or at private sale or in such way as may be thought
most advantagous & the proceeds thereof to reinvest and the same again
to mortgagge all and dispose of as often and in such way as they the said
Mitchell King and Solomon McColl or their successors or trustees
as aforesaid by and with the advice and consent of the said Justina
M H Campbell and John Taylor or the survivor of them shall think
most beneficial and advantagous subject always nevertheless to and for
the same uses intents & purposes herein before expressed & intended of and
concerning the same in the witness whereof the said parties to these
present have hereunto respectively set their hands & seals the day &
year in that behalf first above written — John Taylor Jun: Esq:.

Signed sealed & delivered the 20th I M H Campbell. Esq:
"Custos & Administrators" being first } Sol: McColl. Esq:
interlined in the fourth blank in the } M King. Esq:
presence of Lucia P Campbell to the signatures of J Taylor Jun: and
J M H Campbell. Henrietta Campbell to the signatures of all.

Benjamin King to the signature of Solomon McColl. — — — — —

James H Parker to the signature of M King — — — — —

Schedule A. of Household & Kitchen furniture aforesaid to be made
made a part of the annexed deed of conveyance — — — — —
A Side Board. Seven beds & furniture. a dozen of Windsor chairs. A
Sofa. a chest of Drawers. a set of tables four small Mahogany tables
four bedsteads. four Walnut tables and Stab. two small Mahogany cases
Easy chair. two looking Glasses. twenty pairs of sheets twenty counterpanes
twenty mgs. fifteen quilts eight Matresses. twenty pairs of blankets two bed-
posts one Parapet at. two Hearth Rugs. two pr: of dogs Chairs four pairs
of iron dogs. two sets for iron. Kitchen furniture. Eight dozen knives &
forks. three Canvus. a Book case. a dinner. dessert & supper set of China
a Breakfast set of China. three sets tea China four pairs decanters. three
dinner tumblers. three dozen wine Glasses two dozen Sippy Glasses. four pairs
bunch sticks. four pairs struffors and trays six pairs dish covers six pairs
table Mats. four table cloths two coffee pots one B. tin at. two silver ladles
two dozen tablespoons. two dozen tea at. three pairs sugar tongs silver tea
pot Ladle. Sugar. Baskets and Milk pot. three pairs salt allges. two

pair salt spouts, a set basters one large Glass four pairs waiters a pair
of Broad Baskets six pairs Bottle stands three China Vases six Blue and
white Basins & pitchers six pairs pitchers six pairs Mugs twenty dinner plates
two dozen Napkins two dozen table cloths ten yards Window curtains four
pair lions bearing Arms & a pair of Hoses a Wash Kettle Copper as
Bell Little Kettle two Copper tea kettles a Peapender and Bellows
bands Molds twelve pairs sad Irons two hundred Volances Books

Hermetta Campbell made oath that she was present and saw John
Taylor and Justice M. McCampbell Solomon McColl and attested King
King had and delivered the within instrument of writing for the aforesaid
purposes therein mentioned and that she together with Lucia Campbell
Benjamin King and James G. Parker witnessed the same

Done to before me the 23 January 1832 R. S. Esq. & Not pub
R. S. Esq. 23rd January 1832.

The State of South Carolina

This instrument Recd made between Jo-

seph Smith Gibbes of Charleston in the State aforesaid planter of the one part
and John Gibbes Shorlere of the same place and State aforesaid planter
and trustee of the other part. Whereas Joseph Smith Gibbes is minded to
convey and transfer certain lands tenements and hereditaments and also
certain negro slaves all of which is hereinafter more particularly mentioned
described and specified in this deed of Indenture and of which the said Joseph
Smith Gibbes is seized in his possession as of fee into the said John Gibbes
Shorlere trustee as aforesaid to for the use & trust herein after
mentioned & declared of and concerning the same. Now therefore this Indenture
Witnesseth that the said Joseph Gibbes for the consideration of the love & affection
which he bears therto his wife Annetta Sarah Gibbes & for the better beholding
& satisfaction of the children of the said Joseph Smith Gibbes by the present or any
future marriage begotten & also in consideration of the sum of One thousand
to him the said Joseph Gibbes by the trustee aforesaid in hand paid at and
before the sealing and delivering of these presents the receipt whereof is hereby ack-
nowledged hath granted & bargained sold transferred & assigned and by these pre-
mises doth grant bargain sell transfers & assign unto the said trustee his heirs
successors & assigns according to the nature of the estate, all that
certain farm or plantation situate lying and being in Charleston State north
Flow (4) Mile broad measuring & containing One (1) acres, thirty four hundred
(3400) and no fraction and marked by the letter (B) in the plat of lands made
by Charles Vigars on the thirteenth (13th) day of June Eighteen hundred and
eighteen (1818), annexed to the will of Partition of the estate of John Gibbes
Esquire deceased and recorded in the Court of Equity for Charleston which
was signed and sworn on my behalf lettered (B) is hewed and bounded as

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319. follows to wit, on the East by farm lettered (D) by Vigiles said plat and
North by lands belonging to the estate of Williamson on the South by the road
which divides the said farm from the land now or lately belonging to Mr.
Hasted and lettered () by Vigiles said plat and on the West by farm
lettered (E) by the said plat and now belonging to Mr. John Hasted, also
the following negro slaves to wit, Maria, Capt. Charlotte, Ann, Sibra, Jacob,
Linda, Harry, Andrew, Old Charlotte, Rose, Ben, Simon, Dick, Coffy, all
by Will, Amy, Grace, Mary, Peggy, Lucy, Adam, Dennis, Nancy,
Adam, Amelia, John Blained, Pompey, Phillis herse, Betty Coffy, old
gov. Old Phillis and others amounting in number to (87). To have & to
hold the said farm or Mespuaug with all the rights members & appurte-
nances therof & also the said slaves with the future issue and increase of
the females of them unto the said trustee his heirs executors administrators
or signs according to the nature of the Estate. In trust nevertheless to and
for the following uses & purposes that is to say, In trust to and for the joint and
equal use of the said Joseph Smith Gibbs & Amelia Sarah Gibbs his wife for
and during the term of their joint natural lives without impeachment or for
any manner of waste whatsoever. And if the said Joseph Smith Gibbs shall
survive the said Amelia Sarah Gibbs his wife then in trust to and for the sole
separate and peculiar use benefit and behoof of the said Joseph Smith Gibbs
survivor as aforesaid for and during the term of his natural life without im-
peachment or waste as aforesaid and from and immediately after the death of
the said Joseph Smith Gibbs survivor as aforesaid should he have living at the time
of his death any child or children grand child or grand children issue of the
present or any future marriage of him the said Joseph Smith Gibbs, then in
trust that the said trustee his heirs executors administrators and signs shall and
will apply and dispose of a sign over and transfer and will and sufficiently convey
all and singular the premises hereby mentioned together with the profit &
produce of the same and all the substituted property acquired under the
power herein after given to the said trustee unto and amongst such child
or children grand child or grand children issue of the present or any fu-
ture marriage of him the said Joseph Smith Gibbs as aforesaid which
may then be living in such shares estates parts & proportions as the said
Joseph Smith Gibbs survivor as aforesaid shall by any deed or writing or
by last will & testament to be by him duly executed & testified in the pres-
ence of three (3) or sound credible witnesses qui auctor huius dicto
affirmit, and in default and for want of such gift disposition limitation
direction or appointment, then in trust to and for the use & behoof of such
child or children grand child or grand children issue as aforesaid of the
present or any future marriage of him the said Joseph Smith Gibbs which
shall be then living their heirs & signs friends if none

than one as tenants in common such grand children taking between them only their parents share. But should the said Joseph Smith Gibbes survive as aforesaid die leaving no such child or children grand child or grand children issued as aforesaid of the present or any future marriage if him the said Joseph Smith Gibbes living at the time of his death then in trust to and for such person or persons his heirs or their heirs and assigns to whom the said Joseph Smith Gibbes survived as aforesaid shall by his last will or testament properly executed give devise and bequeath the same which said deed or writing will or testament of the said property the said Joseph Smith Gibbes surviving as aforesaid is here by fully authorized to make. And if the said Amelia Sarah Gibbes should survive the said Joseph Smith Gibbes her husband then in trust to and for the sole separate & peculiar use & behoof of the said Amelia Sarah Gibbes surviving as aforesaid for & during the time of her natural life not to be subject to the disposal debts or circumstances of any future husband should she again marry in such as if she were and always would be a free sole and present immediately after the death of the said Amelia Sarah Gibbes surviving as aforesaid should she have living at the time of her death any child or children grand child or grand children issued of the present marriage then in trust that he the said John Gibbes Shooler trustee aforesaid his heirs executors administrators & assigns do & shall apply & dispose of aforesaid & transfer well & sufficiently carry all and singular the premises hereby conveyed together with the profit and produce of the same and all the inheritance property acquired under the power herein after granted to the said trustee unto & amongst such child or children grand child or grand children issued of the present marriage as aforesaid which may be then living in such estates parts shares & proportions as she the said Amelia Sarah Gibbes surviving as aforesaid shall by any deed or writing or by her last will and testament by her duly executed & testified to in the presence of three (3) or more credible witnesses and also for limit direction appointed for want the default of such gift disposition limitation or appointment then in trust to and for the use & behoof of such child or children grand child or grand children issued of the present marriage as aforesaid which shall then be living then his her heirs & assigns for and if more than one as tenants in common such grand children taking between them only their parents share but should the said Amelia Sarah Gibbes surviving as aforesaid die leaving no such child or children grand child or grand children issued of the present marriage as aforesaid living at the time of her death then in trust to and for such person or persons his heirs or their heirs and assigns to whom the said Amelia Sarah Gibbes surviving as aforesaid shall by her last will & testament properly executed give devise and bequeath the same which said deed or writing

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will a testament of the said property the said Amelia Sarah Gibbes now
as aforesaid is hereby fully authorized and empowered to make, provide &
say monthly, that it shall and may be lawful to and for the said
trustee his heirs executors administrators & assigns according to the nature
of the estate at the request and by the direction of the said Joseph Smith
Gibbes and Amelia Sarah Gibbes his wife during their joint lives and
after the decease of either of them at the request and by the direction of
him or her surviving during his or her life, such request and direction to
be testified by some writing or writings under the hand or seal or have a
seal of the said Joseph Smith Gibbes and Amelia Sarah Gibbes his wife
or of the survivor of them and to be attested by two (2) or more credible wit-
nesses notwithstanding the present or any future marriage of the said Amel-
lia Sarah Gibbes, to convey sell transfer or assign the whole or any part
of the said property real or personal or both to any person or persons -
whomsoever for such price or prices & upon such terms as to them the
said Joseph Smith Gibbes & Amelia Sarah Gibbes his wife or the
survivor of them shall seem reasonable and apply, expend and invest
the monies or proceeds arising from such sale or sales in the purchase of such other
property real or personal or both as the said Joseph Smith and Amelia Sarah
Gibbes during their joint lives or the survivor of them during his or her life shall
direct and request such direction & request to be testified & refused as afo-
reid provided that the monies or proceeds of arising from such sale or sales
or the property real or personal, or both which may be purchased therewith
as aforesaid shall forthwith go to, ^{having} applied settled & disposed of appropriated &
carried to for & upon the like several trusts intents uses & purposes with and
subject to the same powers, restrictions & conditions as are in by these presents
mention'd & refused & declared of and concerning the said property real &
personal herein carried in this deed of chancery or so near thereto as the
circumstances of the case will then permit regard being had to the nature
of the property when it may be real & the testate estate in such real pro-
perty being without any impeachment of waste as aforesaid provided
also that in case hereafter it should be found expedient that the trustee
should be charged of which expediency the said Joseph Smith and
Amelia Sarah Gibbes during their joint lives and the survivor of them
during his or her natural life is enabled to judge and determine in
such case it shall and may be lawful to and for the duty of the
said trustee his heirs executors administrators & assigns to effect the
said charge by well & sufficiently conveying transferring & signing over
the legal estate in the property real and personal aforesaid to such
person or persons his her or their heirs executors administrators &
according to the nature of the estates as the said Joseph Smith

Gibbes and Amelia Sarah Gibbes during their joint lives or the survivor of them during his or her life shall stand profited, the said Joseph Gibbes and Amelia Sarah Gibbes during their joint lives and the survivor of them after the death of either of them signing such and/or deeds notwithstanding the present or any future continuance of the said Amelia Sarah Gibbes & thereby signifying the her a her agent thence. In trust nevertheless to f^t upon the said uses & purposes & subject to the same provisions & powers as are herein already expressed of and concerning the same and provided also that it shall and may be lawful to the said trustee from time to time as the case may require to deduct & remit him self out of the rents & profits of the said property for such necessary costs & charges as he may have sustained in the execution of the several trusts herein expressed described & declared of and concerning the property real & personal, embodied in this deed of indenture. In witness whereof the parties to these presents have hereunto set their hands & affixed their seals this twenty second day of January in the year of our Lord one thousand eight hundred and twenty two, and in the forty sixth year of the sovereignty and Independence of the United States of America.

Joseph Smith Gibbes (S)

Signed sealed & delivered in the presence of John G. Shoolbred (S) of John Beurick Legard, Mathew G. Gibbes to witness to Joseph Smith Gibbes signature - Middleton witness of John G. Shoolbred, segregated - The State of South Carolina. I John W. Mitchell one of the Justices of the Charleston district do hereby certify unto all whom it may concern that Amelia Sarah Gibbes the wife of the within named Joseph Smith Gibbes did this day appear before me & upon being privately & separately examined by me, did declare that she does fully voluntarily and without any compulsion or duress or fear of any person or persons whatsoever, renounced all claim to or relinquished unto the within named John Gibbes Shoolbred his heirs & assigns all her interest and estate & also all her right & claim of claim of in or to all and singular the premises within mentioned released from under my hand & seal this twenty second day of January in the year of our Lord one thousand eight hundred and twenty two.

(S) John W. Mitchell Justice of Peace - Amelia Sarah Gibbes

John Beurick Legard made oath that he saw Joseph Smith Gibbes sign and take the within instrument of writing for the uses & purposes therein mentioned that he with Mathew G. Gibbes witnessed the same

Done to before me this 23 January 1832. Benj. C. St. John

I Middleton on a oath that he saw John G. Shoolbred sign and deliver the within instrument of writing for the uses & purposes therein mentioned that he witnessed the same

Done to before me this 23 January 1832. Benj. C. St. John

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said land twenty seven
and four hundred and thirty
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hundred and Smith Gibbs (21)
by Thoburn (22)
per to Joseph Gibbs
and his wife
of the Justices of the
Court all whom it
within named Joseph
private & separately
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is Thoburn his wife
claim of date of in
relinquished you under
the year of our Lord

Amelia Sarah Gibbs
Smith Gibbs, signed
in presence thereof, witnessed

J. Thoburn
Signed and attested
before me this day -

T. J. Thoburn

373. The State of South Carolina

This Indenture to have force and effect to make the
twenty third day of January in the year of our Lord one thousand eight hundred
and twenty two. Between Davison McDowell of the City in the State
aforesaid of the first part and Mary Moore of Charleston in the State aforesaid
of the second part and Alexander Sinclair of Charleston in the State
aforesaid of the third part. Witnesseth that whereas a marriage by express
intimation is intended to be shortly had and solemnized between the said
Davison McDowell and the said Mary Moore, and whereas the said Davison
McDowell at the time of executing these presents is interested and entitled to
the following negro slaves to wit. Jack Linda Friday Charlotte French, also
Mary Ann Nanny Lucy, Pitty Nanny, Peggy, Stepheny Sibby, Peter Hannah,
Sally Lucy, Robert & January. And the said Mary Moore at the time of execu
ting these presents is intitled and legally possessed of the following negro slaves
to wit. Thomas Anne his wife Mary and also the sum of Two thousand four hun
dred & twenty seven dollars & ninety cents in money deposited in the人民
Bank of the United States in Charleston, also nine shares in the Stock of
the Bank of the United States, also twelve shares in the Stock of the State bank
in Charleston also the following choses in action to wit, eleven Stockels land for
the sum of one hundred & eighty dollars. John Gadsden land for the sum of
sixty hundred dollars and Forrest & Delapelle's land for the sum of eleven
hundred & fifty dollars. And whereas upon the treaty & premises to the said in
tended marriage it hath been & is agreed by and between the said parties
to these presents that the said negro slaves of him the said Davison McDowell
shall be bargained sold assigned and delivered to the said Alexander Sinclair
to for & upon the several uses intent to purposes herein after expressed and
delivered, And that the said Davison McDowell shall have assigned and
set over unto him the said amount of money and also the Stock and choses in
action above specified and belonging unto the said Mary Moore as aforesaid
to be used and disposed of by him the said Davison McDowell, absolutely and
fully without any restriction or limitation whatsoever. Now this Indenture
further witnesseth that the said Davison McDowell for and in consideration
of the said intended marriage & also in consideration of the sum of money above
specified and also in consideration of the transfer of the Stock and the assign
ment of the choses in action as aforesaid which is hereby acknowledged to be
bargained & sold as and by these presents doth bargain sell and deliver unto the
said Alexander Sinclair his executors & administrators singular the said
negro slaves to wit. Jack Linda Friday Charlotte French, Mary Ann
Nanny Lucy Pitty Nanny, Peggy, Stepheny Sibby, Peter Hannah, Sally Lucy, Robert
and January belonging to the said Davison McDowell as aforesaid together with
their future issue and increase upon such trusts nevertheless and to used for

such uses intents & purposes as and hereinafter mentioned & expressed, and the said Mary Moore for and in consideration of the said intended marriage & also in consideration of the settlement herein made by the said Dawson McDowell all both hereby bargained & sold & by these presents doth bargain sell and deliver unto the said Alexander Sinclair his executors & administrators the following negro slaves to wit Thomas Amelia & Mary Ann belonging to the said Mary Moore as aforesaid together with their future issue & increase upon such trusts notwithstanding & notwithstanding such uses intents & purposes as are hereinafter mentioned & have been already referred to above that is to say the said negro slaves, Jack, Linda, Friday, Charlotte, Jonah, State, Mary Ann, Lucy, Lucy, Betty, Nanny, Peggy, Stephen, Abby, Peter, Hannah, Sally, Lucy Robert, and January as also Thomas Amelia & Mary and together with their future issue & increase to be held by the said Alexander Sinclair in trust during the joint lives of the said Dawson McDowell and the said Mary Moore to & for the sole separate & peculiar use benefit and behoof of the said Mary Moore not subject or liable to the disposal, control engagements debts or incumbrances of the said Dawson McDowell her intended husband and from and immediately after the death of either of them the said Dawson McDowell and the said Mary Moore should they have issue of their bodies then living in trust to & for the sole separate & peculiar use benefit and behoof of the survivor of them during the term of his/her natural life not subject or liable the debts or incumbrances of the said Dawson McDowell and if the said Mary Moore should survive the said Dawson McDowell her intended husband not to be subject or liable to the several debts or incumbrances of any future husband should she again marry and in that event or circumstance as if she were always would be a feme sole and from & immediately after the death of such survivor then in trust that he the said Alexander Sinclair his executors & administrators do and shall equally share and share alike apply and dispose of a portion and transfer and will and sufficiently convey all & singular the premises hereby conveyed together with the profit and produce of the same unto and amongst such child or children grand child or grand children issue as aforesaid which may be then living then his or her executors and administrators for and over such grand children taking between them only their parents share: And if during the life time of such survivor the said child or children grand child or grand children issue as aforesaid should become extinct then in trust that he the said Alexander Sinclair his executors & administrators shall and will well and sufficiently carry all & singular the said premises together with the profits of the same unto such survivor as aforesaid his or her executors & administrators absolutely and for ever But if at the death of either of them the said Dawson McDowell and the said Mary Moore then should be living no child or children grand child

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agreed children issue of their two bodies as aforesaid then in trust that the
the said Alexander Sinclair his executors and administrators as shall well &
sufficiently carry transfer and at all and singular the premises hereby
conveyed with the profits of the same unto the survivor his or her executors &
administrators for whom to be used & disposed of by such survivor absolutely and
fully without any restriction or limitation whatsoever provided always
nonetheless that it shall and may be lawful to and for the said Alexander
Sinclair his executors & administrators and the request & by the direction of the
said Dawson McDowell and the said Mary Mood during their joint lives &
after the decease of either of them at the request and by the direction of him
or her surviving during his or her life such request and directions to be testified
by some writing or writings under the hands & seals or hand & seal of the said
Dawson McDowell and the said Mary Mood or of the survivor of them and
to be attested by two or more credible witnesses notwithstanding the present or
any future concurrence of the said Mary Mood to convey or dispose of and assign
the whole or any part of the said property to any person or persons whatsoever
for such price or prices and upon such terms as to them the said Dawson McD.
Dowell & the said Mary Mood or the survivor of them shall seem reasonably
to apply expend & invest the monies or proceeds arising from such sale or sales
in the purchase of such other property as the said Dawson McDowell & the
said Mary Mood during their joint lives or the survivor of them during his or
her life shall direct & request (such direction and request to be expressed as aforesaid)
provided that the monies or proceeds of or arising from such sale or sales on the
property which may be purchased therewith as aforesaid shall forthwith go be
paid applied settled disposed appropriated & carried to fort up and the like
several trusts intents uses & purposes & with under and subject to the same powers
provisions & conditions as are in it by these presents mentioned & declared of bears
concerning the property hereby conveyed or so much thereof as the circumstances of the
case will then permit regard being had to the nature of the property where it
may be real the trust estate in such real property being without impeachment
of waste. Provided also that it shall be lawful for the said Alexander Sin-
clair trustee as aforesaid from time to time as the case may require to deduct
from himself out of the profits of the said property for all & such necessary
expenses & charges as he may have sustained in the execution of the trust aforesaid.
Provided also that in case hereafter it should become expedient that
the said trustee should be changed of which expediency the said Dawson
McDowell & the said Mary Mood during their joint lives and the
survivor of them during his or her life is unprincipled and unable to judge and
determine in such case it shall be lawful to and for the duty of the said
trustee his executors and administrators to effect the said change by will and
sufficiently carrying transferring and assigning over the legal estate in

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326 the property aforesaid to such person or persons his heirs their executors and ad-
ministrators as the said Dawson McDowell and the said Mary Moore during
their joint lives or the survivor of them during his or her life shall deem proper
the said Dawson McDowell & the said Mary Moore or the survivor of them
after the death of either of them signing such deed or deeds notwithstanding
the present or any future marriage of the said Mary Moore & thereby signify-
ing their heirs her apportionments. In trust over the same for & upon the same
uses & purposes & subject to the same provisos & powers as are herein already
explained concerning the same. In witness whereof the said parties to
these presents have hereunto set their hands & seals the day & year above
written - Dawson McDowell Esq. Mary Moore Esq. Alexr. Sinclair Esq.
Signed sealed & delivered in the presence of executors being made & alterations
introduced in the first page in the 2nd line in the place of residence of Dawson McDowell
and in the 6th l. 21st 28th 29th lines of the same page in the names of the negro slaves
previous to the executing of these presents. Margaret Sinclair - Mathewin G Gibbs
Mathewin G Gibbs made oath that he saw Dawson McDowell Mary
Moore and Alexander Sinclair sign seal and deliver the aforesaid
instrument of writing for the uses & purposes therein mentioned and that he
with Margaret Sinclair witnessed the same -
Done to before me this 24 January 1822 Recd. Esq. P. Not. sub.

Recd. 24th January 1822

Know all men by these presents that I Joseph W. Allston of the
parish of Allendale & State of South Carolina am held & firmly bound
and Benjamin Huger & John D. Magill of the same parish &
State in the full & just sum of Twenty Five thousand dollars to
be paid to the said Benjamin Huger & John D. Magill or the
survivor of them or the executors or the administrators of such survivor
to which payment well & truly to be made & done I bind myself
soeck & way of my heirs executors & administrators jointly & severally
firmly by these presents sealed with my seal & dated this tenth
day of January in the year of our Lord one thousand eight hundred
& twenty two & in the forty sixth year of American Independence.
Whences a Marriage is intended to be had & solemnized between the
above bound Joseph W. Allston & Miss Mary C. Nicholson & whereas
in consideration of the said intended Marriage to a considerable
portion which the said Joseph W. Allston is to have & receive with
his said intended wife that is to say upwards of thirteen thousand
dollars & to provide for the competent maintenance of his said in-
tended wife in case she shall survive her said intended husband
the said Joseph W. Allston hath agreed in the event of the said
intended Marriage taking effect to secure & settle to his said in-

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Davidson & Dowd
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themselves & Gibbs
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of his said in-
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387 tended Wife notwithstanding her covetousness or survivorship
for the proper use & subsistence of his said intended Wife the
sum of thirteen thousand dollars & for that purpose to trust the
said in the aforesaid Benjamin Buge & John D. Magill as
Trustee. Now the condition of the foregoing obligation is such
that if the said Marriage does take place of the above bounds
Joseph W. Altston shall depart this life leaving the said Mrs.
Wife his intended Wife him surviving, then of his heirs execu-
tors or administrators shall to do well & truly within six months
after his decease pay or cause to be paid unto the aforesaid
Benjamin Buge & John D. Magill or the survivor of them
or the executors or administrators of such survivor the aforesaid
sum of thirteen thousand dollars in trust for the proper use &
behalf of the aforesaid intended Wife of the said Altston and
free from any other trust or limitation whatever. Then & in
such case the foregoing obligation shall be null & void or else
to remain in full force & virtue. So W. Altston (S. d.)
Signed sealed & delivered in presence of Thomas Carr. Robt.
A Taylor, South Carolina Georgetown district. Personalty
appeared Robert A Taylor & made oath that he was present
& saw Joseph W. Altston execute the within instrument for the
intents & purposes therein mentioned & that himself & Thomas
Carr signed their names as witnesses thereto. Robt. Andrew
Taylor. Sworn to before me this 15 January 1822 Jacob Waymouth.

Recorded 25 January 1822.

The State of South Carolina

Know all men by these presents
that I Timothy Stark of the City of Charleston in the state
aforesaid am held & firmly bound unto Francis Dubod of
the same place as trustee for Angelique Le Roy in the full &
just sum of Seven thousand Dollars with interest thereon
from the date hereof to be paid to the said Francis Dubod
as Trustee aforesaid his certain attorney executors administra-
tors & assigns to which payment well & truly to be made & done
I bind myself & each & every of my heirs executors & adminis-
trators firmly by these presents sealed with my seal & dated at
Charleston aforesaid the Eighth day of September in the year
of our Lord one thousand eight hundred & twenty one & in
the forty sixth year of the American Independence. Now
whereas a Marriage is intended to be shortly had & solemnized
between the above bounds Timothy Stark & the said

328 Angelique Le Roy & for & in consideration of the said intended
marriage to the said Timothy Street for himself his heirs Execu-
tors & administrators hath covenanted & promised to agree to and
with the said Francis Dubois his executors & administrators to give
well & truly to pay or cause to be paid within six months after the
solemnization of the said intended marriage the full & just sum
of seven thousand dollars unto the said Francis Dubois his executors
administrators & assigns in Trust. Nevertheless & notwithstanding for the several
uses intended purposes herein after which shall be declared of concerning
the same that is to say in Trust to & for the sole & separate benefit and
use & behoef of the said Angelique Le Roy during the term of her
natural life without being in any manner liable for the debts
contracts or engagements of the said Timothy Street, should the
said Timothy Street survive the said Angelique Le Roy in trust
to & for the sole use benefit & behoef of the lawfully begotten issue of
the said Timothy Street living at the death of the said Angelique
Le Roy & more than to that one issue her heirs executors or adminis-
trators assigns absolutely & forever if more than one then to them
their heirs executors & administrators in equal share & share alike
as tenants in common & should the said Timothy Street survive
the said Angelique Le Roy then in trust to & for the sole use benefit & behoef of the said Tim-
othy Street for during the term of his natural life & from after the
death of the said Timothy Street so as aforesaid surviving the said
Angelique Le Roy then in trust to & for the sole use benefit & behoef
of the lawfully begotten issue of the said Timothy Street living at the
death of the said Timothy Street survivor as aforesaid if one then
to that one issue her heirs executors administrators or assigns abso-
lutely & forever & if more than one then to them their heirs executors
administrators or assigns absolutely & forever as tenants in common
In the event of either the said Angelique Le Roy surviving the said
Timothy Street or the said Timothy Street surviving the said Angelique
Le Roy & before the death of the survivor of them the said Timothy
Street & Angelique Le Roy any or either of the lawfully begotten issue
of the said Timothy Street shall have married & died having lawfully
begotten alive at the death of the survivor of them the said Timothy
Street & Angelique Le Roy then & in that case in Trust that the
lawfully issue of such lawfully begotten issue of the said Timothy
Street so dying as aforesaid shall take & receive the same share or
shares in the property herein & hereby settled & conveyed as intended
to be as his or their parent or parents would if alive have taken

received to him her or them his her or their heirs executors and
 administrators & assigns share & have alike as tenants in common
 absolutely forever & should the said Angelique Le Roy survive
 the said Timothy Street or the said Timothy Street survive the
 said Angelique Le Roy & no lawfully begotten issue of the said Tim-
 thy Street & no lawfully begotten issue of such lawfully begotten issue
 of the said Timothy Street be alive at the death of the survivor of
 them the said Timothy Street & Angelique Le Roy then & in that
 case in Trust to & for the use benefit & behoef of such person or persons
 & for such estate or estates as the survivor as aforesaid of the said
 Timothy Street & Angelique Le Roy may by deed duly executed
 under his or her hand & seal or in trust by her last will and
 Testament duly made & executed nominate him or her direct &
 appoint & on failure or want of such nomination limitations
 direction & appointment in Trust to & for the use benefit & behoef
 of the right heirs of the survivor of the said Timothy Street &
 Angelique Le Roy absolutely & forever freed & discharged from
 all further & other Trusts & further in Trust to the said Timothy
 Street hath further covenanted promised & agreed to & with
 the said Francis Duboc, that from time to time & at all
 times hereafter it shall & may be lawful to offer the said Fran-
 cis Duboc his heirs executors administrators & successors to take
 collect & receive the said principal sum of seven thousand
 dollars & all interest accruing or growing due thereon & to invest
 the said principal sum of seven thousand dollars by & with
 the advice & consent of the said Timothy Street during his na-
 tural life, or by & with the advice & consent of the said Angelique
 Le Roy surviving the said Timothy Street after his death in such
 property real & personal as may be thought most advantageous
 & the said property real or personal again to sell & dispose of at
 public or private sale & the proceeds thereof or of any & every part
 thereof again to reinvest in other property real or personal when
 so often as & in such ways & manner as he the said Francis
 Duboc, his heirs executors administrators & successors by & with
 the advice & consent of the said Timothy Street or of the said
 Angelique Le Roy surviving the said Timothy Street as aforesaid
 may think most beneficial & advantage, subject always never-
 theless & to & for the same uses intents & purposes herein before
 expressed & declared of concerning the same, & further in trust
 to the said Timothy Street hath covenanted promised & agreed
 to & with the said Francis Duboc that so long as the said

Timothy Street & Angelique Le Roy shall or may at any time or times live together after the said intended Marriage be the said Timothy Street shall not be required to pay any interest accruing upon the said principal sum of seven thousand dollars until the same shall & may at any time suit & meet the convenience & views of the said Timothy Street & of which convenience & views be the said Timothy Street shall be the sole judge, and further in trust & the said Timothy Street hath covenanted promised & agreed to & with the said Francis Dubois that it shall & may be lawful to offer the said Timothy Street & Angelique Le Roy or the survivor of them in & by their his or her deed under their his or her hands & seal in the presence of two Witnesses at least when as often as thought proper to constitute nominate & appoint another trustee or trustees in the place & stead of the said Francis Dubois & his successor or successors & the successor or successors of such successor or successors last constituted No. nominated & appointed as trustee or trustees shall & will always & enjoy all & singular the rights powers privileges & authorities be subject to all the duties responsibilities & liabilities of the said Francis Dubois as trustee as aforesaid therefore the condition of the above obligation is such that if the above bounden Timothy Street his heirs executors & administrators shall & do well & truly perform fulfill & abide by execute & keep in all things the several covenants promises and agreements aforesaid then & in such case the above obligation to be void & of no effect or else to be & remain in full force & virtue. In witness whereof the said Timothy Street hath hereunto set his hand & seal on the day & in the year in the aforesaid obligation first above written. Timothy Street (L.S.)
 Signed sealed & delivered in the presence of Jn L. Peagant
 Danl S. Heriot. The State of South Carolina Charleston
 District Personally appeared Jn L. Peagant who being duly
 sworn makest oath that he saw the within named Timothy
 Street sign seal & his act & deed deliver the within instrument
 of writing to offer the purposes therein named & that Danl S.
 Heriot together with deponents subscribed his name as witness
 to the due execution thereof. Jn L. Peagant. Sworn to
 before me this 8 September 1821. George W. Egerton. 2 U. & M. P.

Recorded 29 Jan'y 1822

South Carolina

This Indenture tripartite made this fif-
 tenth day of March in the year of our Lord One thousand eight

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331 hundred & twenty one between Mary Rawnel of Charleston in the State
aforesaid, Spinster of the one part, John Ward McCall of the same
place Physician, of the second part, & Daniel Rawnel, John Rawnel
& Henry Rawnel also of the same place Trustees of the third part, Will
reporteth that whereas a marriage is interdicted by the divine permission
to be shortly had & solemnized between the said John Ward McCall &
Mary Rawnel, & whereas the said Mary, now of full age is intitled
under the last Will & Testament of her Father Daniel Rawnel Esq;
deceased to a certain Legacy of Fifteen hundred pounds Sterling Money
& also to one equal undivided third part of all the residuary estate real
& personal of the testator after provision shall have been made there
from for the above mentioned legacy to the said Mary & for two other
legacies of Seventeen hundred pounds Sterling Money each to Eliza
Beth Pleasance Rawnel & William Rawnel sister & brother of the said
Mary who are still minors which legacies by the directions of the said
Will are to be paid in Negroes if there be no cash funds where with to
discharge them & after provision also for any debts that may be due by
the Estate, all which debts & the said legacies to the minor children
are to be provided for in the settlement with the said Mary "by
induction or otherwise" which residuary estate to be applied to divi-
ded consists chiefly of a Town lot in charleston, situate in Short
Street, a plan taken in Saint Johns Berkley called Newlands pur-
chased from Mr. Stephen Mayek for the estate by the Executrix &
also about Ninety Eight Negroes all of which estate is subject to the
payment of three eighth parts of an annuity of three hundred pounds
Sterling given in the said Will to Mrs. Catherine Rawnel, Widow
of the testator: And whereas the said Mary is also intitled to an
equal interest or share with the other children of the testator of certain
Negroes & their issue & increase wherein the said Catherine Rawnel
is intitled to a life estate under the said last Will & Testament
which will be divisible on the determination of her estate in them &
Henry Rawnel Esqne is indebted to the said Mary in & by a certain
Bond or Obligation bearing date the fourth day of the present month
in the penal sum of Sixteen hundred & fourteen dollars & twenty
eight cents with a condition for the payment of eight hundred
& fifty seven dollars & fourteen cents which Bond has been received
by the said Mary for a legacy of Two hundred pounds Sterling which
in & by the aforesaid Will the said Henry Henry is required to
pay her on her attaining the age of Twenty one years, & the said
Mary is also intitled during her life to a Negro woman named
Evy & her three children under a deed of gift from Mr. Catherine

3321 Prioleau, her Grand Mother bearing date the day of
A.D. one thousand eight hundred & fifteen: and whereas it is agreed between
the said Marriage & in consideration thereof, that all & singular the
Estate & property of the said Mary shall be conveyed to & settled in Trusts
to & for the uses, intents & purposes hereinafter specified: Now this And
twe witnesseth that the said Mary Ravel & by & with the privity and
assent of her intended husband, testified by his being a party to these
present(s) for & in consideration of the said intended Marriage and the
agreement aforesaid hath granted bargained sold assigned transferred
& set over & by these presents doth grant bargain sell assign transfer &
set over unto the said Daniel Ravel, John Ravel & Henry Ravel
& the survivors & survivor of them & the heirs executors & administrators
& assigns of such survivor all & singular the legacy aforesaid & her share
or interest in the remaining & undivided residuary estate real & personal
of her said father & such portion of the said property as may be assigned
or allotted to her in payment of the said legacy & her share of the residuary
estate, the aforesaid Revd. Mr. Broth. the said Henry Ravel her
interest in the Negroes wherein our Mother the said Catherine Ravel
has a life estate aforesaid & all the estate right, title, interest & property
which she hath or may or can have or claim under the last will & Testa-
ment of her said father & all the portion & dividends hereafter to arise and
accrued to her from his estate & also the said Negro Woman Lucy & her
three children her & their future issue & increase subject to the terms
limitations & conditions of the deed of gift of her said Grand mother
& all the future issue & increase of any female slaves that may be aforesaid
or allotted or fall to the said Mary in the settlement & division for &
in respect of her interest in the Estate of her said father. To have and
to hold all & singular the premises hereinbefore mentioned unto the
said Daniel Ravel, John Ravel, & Henry Ravel, & the survivors
& survivor of them & the heirs executors administrators & assigns of such
survivor upon such trusts & to & for such uses intents & purposes & subject
to such powers as are hereinafter mentioned & declared that is to say In
trust to offer the joint use of the said Mary & John W. during their joint
lives to permit & suffer them to take & receive all & singular the rents
issues & profits interest & proceeds of all & singular the said estate herein
before conveyed, they paying the said Mary's proportion of the above
mentioned annuity to Mrs. Catherine Ravel, for their mutual
support & the support & education of any children that may be of the
Marriage the said estate & property to be free from the debts or incumbran-
ces of the said John: & in case the said John survive the said Mary
the leaving after her death, then in trust for the said John

for & during the term of his natural life to permit & suffer the said John to have take & receive all & singular the rents, issues & profits, interest & proceeds of the said estate for his own support & the proper support, maintenance & education of each & every of the children of the marriage, the said estate to be free from any debt or incumbrance of the said John: & from & immediately after the death of the said John, then in trust to & for all & every the children or issue that may be of the said marriage equally to be divided to such children & their alikes & to their respective heirs executors administrators & assigns forever provided always that in case any child shall have departed this life leaving lawful children or children living such children children shall take to himself or herself or amongst them the share to which his or their parent would have been intitled but if it should so happen that the said Mary should depart this life leaving no issue living at her death the said John surviving her, then in trust to & for the use of such person & persons in such estate or estates & upon such terms stipulations & conditions as the said Mary in her last Will & Testament duly executed, which a power whereby reserve do to her to make notwithstanding her deceasur shall give him & appoint the same, but if the said Mary should survive the said John, then to & for the use of the said Mary her heirs executors administrators & assigns forever, free & discharged from all & all manner of trusts limitations & provisions whatsoever, And it is hereby declared & agreed by & between all the parties to these presents that it shall & may be lawful for the aforesaid trustees & the survivors & survivor of them, together with the said Mary & John to enter into such agreement terms stipulations & arrangements in writing with the executors & executors of aforesaid Revd. Rawnel, deceased, for & in relation to the settlement & satisfaction of the aforesaid legacy to the said Mary, & her interest in the remaining undivided residuary estate & the allotment of property in discharge & satisfaction of the same, & in relation also to provision for the remaining legacies of the Testator & for the debts of the estate, as they shall see fit & all proper & sufficient acts deeds & instruments for the full & sufficient relinquishment of the residuary estate that may remain after settlement with the said Mary to the minor children of the Testator & all necessary & proper receipts acquittances & acts touching the premises to make do & execute, And it is further declared by & between the parties to these presents that as soon as convenient after a settlement had with the executor of the Testator & the assignments & allotment of property in discharge

of the legacy of the said Mary & her interest in the residuary Estate &
 at any future time when any other property may be acquired or allotted
 by virtue of her right or interest in the estate of her said father, a schedule
 of such property shall be written on or at the close of this deed & signed by
 the parties to these presents. And it is hereby further covenanted between
 & agreed by & between the said parties to these presents, that it shall and
 may be lawful for the aforesaid Trustees or any two of them the survivors
 & survivor of them, with the priority, apart & concurrent of the said Mary
 & John to be signified in writing, to sell & dispose of all or any part of
 the Estate real or personal that may be assigned, or allotted or accrue to the
 said Mary under the Will or from the estate of her said father & hereinbefore
 conveyed, by public or private sale on credit or otherwise, for which pur-
 pose full power & authority is hereby given to the said trustees & to any two
 of them & the survivors & survivor of them to make do & execute all such
 acts & deeds & instruments as may be necessary, & proper fully & effectually
 to answer the object intended, all moneys for the payment of the
 purchase money to be taken in the Name of the trustees & the survivors &
 survivor of them, & the proceeds of such sales as may be practicable & expen-
 sive to be invested in other property real or personal, any securities taken
 or property purchased as aforesaid, to be subject to all & singular the un-
 trusts limitations & powers ^{which} to the property sold was subject by virtue of
 these presents & in all respects to be substituted therefor, any change or sub-
 stitution of property made at any time to be noticed & specified in writing
 on or at the close of this deed under the signatures of the parties to these
 presents, and further that as soon as convenient after payment made in
 full or in part of the principal of the bond of the said Henry Rawnd
 to the said Mary hereinbefore mentioned & enjoyed, & payment in full
 or in part of the principal of any security or securities for money that may
 in the settlement aforesaid be assigned or allotted to her, that the funds
 so arising shall be invested in other property real or personal which in-
 vestments shall be in the name of the trustees in the manner afore-
 said & shall be noticed in writing on or at the close of this deed under
 the signatures of the parties hereto, to be subject to all & singular the
 uses & trusts, limitations & powers herein contained. And the said
 John W. M. Ball party hereto for himself his heirs executors & admi-
 nistrators doth further covenant to promise grant & agree to & with the
 trustees aforesaid & the survivors & survivor of them & the heirs execu-
 tors & administrators of such survivor that the said Mary shall
 at all times after her intermarriage with the said John, have
 full power & authority notwithstanding her marriage, in her own
 name & at her own discretion to make & execute her last will

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335 4^t testament in relation to the property hereinbefore intimated to be
conveyed consistently with the limitations & provisions in that instrument
contained & the same from time to time to cancel after revoke &
make anew as fully fully effectually as though she were a female
solo. And the said John W. McCall & the said Mary, for themselves
their heirs executors & administrators do further covenant promise
grant & agree to & with the said trustees & the survivors & survivor of
them & the heirs executors administrators & assigns of such survivor that
the said John & the said Mary & their heirs executors & administrators
& all other persons having or lawfully claiming or who may or shall have
or lawfully claim any estate right title or interest at law or in equity
by or under them or either of them shall & will from time to time & at
all times hereafter at the reasonable request of the said trustees or the
survivors or survivor of them his heirs executors & administrators make
do & execute or cause to be made done & executed all & any such fur-
ther & other acts deeds conveyances & assurances whatever in the Law
for the further & better conveying settling & insuring all & singular the
premises hereinbefore mentioned or described to & for the uses & pur-
poses upon the trusts & subject to the limitations powers & agreements
hereinbefore mentioned & declared of & concerning the same as by the
said trustees & the survivors & survivor of them his heirs executors or
administrators or their or any of their counsel learned in the law
shall be reasonably advised advised advised or required. In witness whereof
the said parties to these presents have set their hands & seal the day
& year first above written at Charleston in the state aforesaid.

Mary Ravencel (S. S.) John Ward W. McCall (S. S.) Daniel Ravencel (S. S.)
Henry Ravencel (S. S.) Henry Ravencel (S. S.) sealed and
delivered in the presence of "The words" or any two of them "being in-
tended twice in the power to sell in the fourth page in the 10th & 18th
lines to come in after the word Trustees in each instance & the words
"by indorse" being erased with the pen in the fifth page & third line
John Corleas Rioban, Edmund Ravencel. Edmund Ravencel
made oath that he saw Mary Ravencel, John Ward W. McCall
Daniel Ravencel, John Ravencel, & Henry Ravencel, sign seal and
deliver the within instrument of writing for the uses & purposes thus
in mentioned & that he with John Corleas Rioban witnessed the said
Sworn to before me this 5th July 1822. B. J. Jr. It. Not pub-

Recorded 5th July 1822

South Carolina

Whereas in conformity with a provision of
the foregoing deeds bearing date the fifteenth day of March last
between Mary Ravencel now the wife of Dr. John W. McCall

336 the said John W. McCall & Daniel John & Henry Rawnel after
arrangements were duly made in writing with the executors of the estate
of Mr. Daniel Rawnel, for the settlement of the legacy to the said Mary
& the designation of his third of the divisible residuary estate & in return
left to the requisite provision for the remaining pecuniary legacies
of the Testator the debts &c. to a settlement & division made as of the said
15th day of March last by five indifferent persons on the twentieth day
of the last Month (Mar.) Now in compliance with a further provision
of the said deed, the following schedule or specification of the property
allotted or assigned to the said Mary under the Will of the said testator
is now made, viz. The following property was received in satisfaction of
her legacy that is to say, John Rawnel's due Bill dated 22nd Feby 1819
amounting on the 15 March last with some interest to Eight hundred
& twenty eight dollars 30/00. & the following Negroes old Peter, Frank
Albert, Delia, Sybil, Harriet Kittaw, Kent, Tommy, Market, Gibby
Billy & old Billy & the following property as her portion of the residuary
estate after provision made for the remaining legacies of the testator
that is to say, the house & lot in Short Street, Charleston, Four Negroes name
Charles & one third of head of cattle & of head of hogs, an adjust-
ment of balances on the said settlements & division leaving a balance
of Eighty three dollars 84/00 in favor of the said Mary which will form
an item in the further account for final settlement in relation to
some smaller matters alluded to in the arrangements above mentioned
And whereas by virtue of the power of sale reserved in the said Deed
one of the above named Negroes viz. Market Gibby, Billy Kittaw, Tommy
& old Billy have been sold to Mr. Catherine Rawnel, & her bond with a
mortgage of the said Negroes bearing the eleventh instant taken in the
sum of four thousand eight hundred dollars, conditioned for
payment of two thousand four hundred dollars, the consideration of the
same where this change & substitution of property is also noticed in confor-
mity with a provision of the said deed. And whereas the said deeds
of settlement of the property of the said Mary the executors on the day
last above mentioned hath not been recorded, & the said John & Mary
are desirous & willing that no doubt should exist as to the full & effected
accomplishment of the objects & intents of the said settlement. Now
therefore they the said John W. McCall & Mary his wife in consideration
of the premises & of the matters & things set forth in the said deeds of
settlement, have granted, bargained sold & released & by these presents
doth grant bargain sell & release unto the said Daniel, John & Henry
Rawnel the trustees named in the ^{said} deeds, all & singular the estate pro-
perty & interest whatever, real or personal described or referred to and

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intended to be conveyed & settled in by the said deeds, or for us
 they or either of them may or can convey the same to have & to hold the
 same to the said trustees & to the survivor or survivor of them & the heirs
 executors administrators & assigns of such survivor the trust runneth
 up to be subject to all & singular the uses trusts limitations powers and
 provisions set forth & declared of & concerning the same in & by the aforesaid
 said deeds of settlement, which deeds is now hereby specially referred
 to & made & declared to be part of these presents. In witness whereof
 the said parties have hereunto set their hands & seals this fourteenth
 day of December, A.D. One thousand eight hundred & twenty one.
 John Ward M. Call (L.S.) Mary M. Call (L.S.) Daniel Ravel (L.S.)
 John Ravel (L.S.) Henry Ravel (L.S.) Sealed & delivered in the
 presence of the words "to one third of head of cattle or head of hog"
 being intended to be read in the fourteenth line - the name being made
 with a pen in the 20th line & the words "the day of instant" intended
 J. C. Proleau & Edmund Ravel. The State of South
 Carolina Charleston district, I James Sorrey. One of the
 Justices of the Superior Court of the District & State aforesaid do hereby
 certify unto all whom it may concern that Mary M. Call the wife
 of the within named John Ward M. Call did this day appear be-
 fore me & upon being privately examined by me did declare to
 me that she did at the time set forth in the within deed of re-
 lease or settlement of the property of the said Mary, viz on the four-
 teenth day of December last, actually join her husband in execu-
 ting such release, & that she did then & at the time of this her exami-
 nation still does freely, voluntarily & without any manner of com-
 pulsion dead or fear of any person or persons whosoever renounce
 release forever relinquish all her estate interest & inheritance in the
 premises mentioned in the release, unto the executors & the survivor
 & survivor of them & the heirs & assigns of such survivor. In trust
 subject to the uses trusts provision & powers therein referred to. And
 that that the said Mary M. Call did further declare that the
 release was positively & bona fide executed at least seven days be-
 fore this her examination. Given under my hand & seal this 31
 day of January anno Domini 1822. James Sorrey J.U. (L.S.) Mary
 M. Call Edmund Ravel made oath that he saw John W.
 M. Call Mary M. Call Daniel Ravel, John Ravel & Henry Ravel sign and
 deliver the within instrument of writing of writing for the uses
 & purposes therein mentioned & that he with J. C. Proleau Jr.
 witnessed the same, sworn to before me this 5 Febry 1822. Being off. J. Nobles

Recorded 5 Feby 1822.

This Indenture made the
 second day of July in the year of Our Lord One thousand eight hundred
 & twenty one. Between William S. Bennett & Ann Bennett his wife,
 late Ann Thrus, one of the daughters of Major Simon Thrus, late of
 Charleston deceased, of the one part, & John S. Bennett & Elias S.
 Bennett of the City & State aforesaid of the other part. Whereas as
 marriage hath been had & solemnized by & between the said William
 S. Bennett & the said Ann his Wife. Whereas the said William S.
 Bennett & Ann his Wife have lately became entitled, in right of the
 said Ann, unto one undivided third part or proportion of the real &
 personal Estate of the said Major Simon Thrus, deceased, who died in
 testate. And Whereas upon a partial division & partition of the said
 estate there was apportioned & allotted, among other things unto the said
 William S. Bennett & Ann his Wife, on account of their proportion
 of the said estate the following property, that is to say, two hundred and
 fifty three shares in the Planters & Mechanics Bank, fifty eight shares
 in the Bank of the United States, thirty three shares in the Union Bank
 Seven shares in the State Bank & twenty two shares in the South Caro-
 lina Insurance Company, also a certain bond or writing obligatory of the
 said William S. Bennett to the said Simon Thrus, deceased, bearing
 date the first day of September One thousand eight hundred and
 fifteen & conditioned for the payment of the sum of four thousand
 Dollars with interest from the date, which said bond was secured by a
 Mortgage of the negroes hereinafter specified & mentioned & there
 was due thereon on the first day of June in the year first aforesaid
 for principal & interest, the sum of five thousand four hundred and
 sixty nine dollars & ninety seven cents; also two Notes of the said Wil-
 liam S. Bennett to the said Simon Thrus, deceased, on which there was
 due for principal & interest on the first day of June in the year first
 aforesaid the sum of One thousand & Seventy seven dollars & eighty four
 Cents. And Whereas the shares in the Bank of the United States &
 the South Carolina Insurance Company have since been sold and the
 proceeds thereof received by the said William S. Bennett, And whereas
 the said William S. Bennett is contented & hath agreed that the
 aforesaid shares in the Planters & Mechanics, Union & State Banks &
 the proceeds of the sale of the shares in the South Carolina Insurance
 Company & also the negro Slaves hereinafter specified & mentioned
 which said Slaves are conveyed & transferred in lieu of the hereinbefore
 mentioned Bonds of the said William S. Bennett, to secure the
 payment of which the said Slaves were mortgaged as aforesaid

should be respectively transferred & signed to be held in the said John S Bennett & Elias S Bennett & the survivor of them & the executors administrators & assigns of such survivor upon the several trusts & for the several intents & purposes hereinafter expressed & declared of concerning the same, & subject to the same power of revocation hereinafter expressed. Now whereas it is so agreed & thereto William S Bennett is also contented that all the Estate right title interest property claim and demands which the the said Anne Bennett, or the said William S Bennett in his right is seized possessed or intitled unto in, to & out of the act & residue of the estate both real personal of the deceased father the said Simon Thus And also the estate of whatever nature or kinds the same may be of which the said Anne Bennett or the said William S Bennett in her right is now seized or possessed or in intitled unto, or which hereafter she may be entitled unto or intitled in either by descent, distribution gifts devise bequests or otherwise shall be respectively conveyed assigned transferred & set over unto the saids John S Bennett & Elias S Bennett, & the survivor of them & the heirs executors administrators & assigns of such survivor upon the several trusts & for the several intents & purposes hereinafter expressed & declared of concerning the same & subject to the same power of revocation hereinafter expressed. Now this Indenture witnesseth that for & in consideration of the premises & the said Marriage so had between the said William S Bennett & Anne his Wife & also for & in consideration of the natural love & affection which they have & bear for each other & for the purpose of securing a suitable support & maintenance for themselves & their Children, & also for & in consideration of the conveyance & settlement hereinafter made of the right title & interest of the said Anne Bennett to the estate real & personal of her deceased father the said Simon Thus; And also for & in consideration of the sum of ten dollars by the said John S Bennett & Elias S Bennett in hands paid to the said William S Bennett & Anne his Wife at & before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) and for divers other good causes & valuable considerations then thenceunto especially moving they the said William S Bennett & Anne his wife have & each of them hath bargained sold assigned transferred & set over by these presents do & each of them do the bargain sell assign transfer & set over unto the said John S Bennett & Elias S Bennett & the survivor of them & the heirs executors administrators & assigns of each survivor all & singular the stock hereinafter mentioned, that is to say two hundred fifty shares in the Planters & Mechanics Bank, twenty three shares in the Union Bank, & seven shares in the State Bank.

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And also all & singular the proceeds of the sale of twenty two slaves in
South Carolina Insurance Company & also the following Negro Slaves to
is to say Caesar, John Mary & her Children Pearce & Jane, Jim Delia and
Lewis And also all & singular the estate, rights title interest property
claim or demands whatever which she the said Ann Bennett or the
said William S. Bennett, in her rights is now seized & possessed of or in
titled unto, in to & out of the estate, both real & personal of Simon Thrus
late of Charleston, Esq; deceased, together with all & singular the right
members & appurtenances to the said premises belonging or in any way
incident or appertaining, And also all the estate, rights title & interest
whatever of them the said William S. Bennett & Ann his wife or either
of them in to, the aforesaid premises & every part & parcel thereof to have & to
hold all & singular the premises hereinbefore mentioned & intended to be
hereby granted transferred & released together with the future interest
increase of the females of the said Slaves unto the said John S. Bennett
& Elias S. Bennett & the survivor of them, the heirs executors administrators
& assigns of such survivor, according to the nature of the property, In
trust nevertheless to fort upon the several uses trusts intents & purposes &
subject to the several provisions powers limitations & agreements herein
after mentioned limited excepted & declared of concerning the same
that is to say in trust that the said John S. Bennett & Elias S. Bennett
& the survivor of them & the heirs executors & administrators & assigns of such
survivor during the joint lives of the said William S. Bennett & Ann his
Wife, shall & do permit & suffer, or else sufficiently authorize & empower
the said William S. Bennett to receive & take all the interest profits
& produce to arise, be had or made of all & singular the premises herein
before mentioned & intended to be hereby granted, transferred & released
in the purpose of maintaining him the said William S. Bennett &
the said Ann his Wife & their Children, in such manner as he in his
discretion shall see fit, without being accountable to them or any person
or persons for the expenditure of the same, but not to be subject in any
manner or way whatever to the debts contracts or engagements of the said
William S. Bennett, And from & after the death of the said Ann Bennett
should she die before the said William S. Bennett, leaving any Child
or Children grand Child or grand Children, living at her death, then
in trust that they the said John S. Bennett & Elias S. Bennett & the
survivor of them the heirs executors & administrators of such survivor during
the life time of the said William S. Bennett shall & do permit & suffer
or else sufficiently authorize & empower the said William S. Bennett
to receive & take all the interest profits & produce to arise be had or make
of all & singular the premises hereinbefore mentioned & intended to

be hereby granted to transform & convert such property from
 him the said William J. Bennett, his wife & their children, and his
 n grand children in such manner as he in his discretion shall see fit
 without being accountable to them or any person or persons for the expen-
 -sation of the same, but not to be subject in any manner or way what-
 ever to the debts contracts or engagements of the said William J. Ben-
 nett. And from & after the death of the said William J. Bennett, the
 in trust to it for the use benefit & behoof of such child or children
 - grand child or grand children his her or their heirs executors admi-
 -nistrators & assigns forever if more than one as tenants in common
 such grand child or grand children representing their respective parents & taking
 between them only the share which their respective parents would have
 taken if they had survived the said William J. Bennett. And that
 the said John J. Bennett & Clara J. Bennett & the survivor of them other
 heirs executors & administrators of such survivor shall at the request cost &
 charges of such child or children grand child or grand children well
 & sufficiently convey transfer & assign over unto him, her or them the
 legal estate in the aforesaid premises so as to make his her or their title
 perfect in the same. And in case any of such children or grand chil-
 -dren should die during the life time of the said William J. Bennett
 that is to say the females before Marriage or the age of twenty one
 years & the males before the age of twenty one years & without leaving
 lawful issue then living, then as to the share of such children or children
 in trust from & after the death of the said William J. Bennett to
 & for the use benefit & behoof of the said other children or child or grand
 child or grand children his, her or their heirs executors administrators
 & assigns if more than one as tenants in common, the grand children
 representing their respective parents & taking between them only the
 share which their respective parents would have taken if they had
 survived the said William J. Bennett. And as to the share of any
 such grand child who alone might take the whole of a parent's share
 or as to the share of any such grand children who together may take
 the whole of a parent's share in trust from & after the death of
 the said William J. Bennett to & for the same uses & trust as
 those last mentioned. But as to the share of anyone or more of
 such grand children who together with his her or their surviving
 Brothers & Sisters may take the whole of a parent's share in trust from
 after the death of the said William J. Bennett to & for the use benefit
 & behoof of his her or their Brothers & Sisters his her or their heirs executors
 administrators & assigns if more than one as tenants in common.
 But in case the said Ann Bennett should die before the said

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342 William J. Bennett having no child or children grand children
or grand children living at his death or in case he should leave such
or children grand child or grand children living at his death & they should
all die in the life time of the said William J. Bennett unmarried
& without issue, then in trust from & after the death of the said Ann
Bennett should she die as aforesaid or from & after the death of such
children or grand children should they all die as aforesaid, to her
sole separate & peculiar use benefit & behoof of the said William J.
Bennett his heirs executors administrators & assigns forever: But
in case the said William J. Bennett should die before the said Ann
Bennett leaving any child or children grand children or grand children
issue of the said William J. Bennett & Ann his wife living at his death
then in trust from & after the death of the said William J. Bennett the
say the said John J. Bennett & Elias J. Bennett & the survivor of them
the heirs executors & administrators of such survivor during the life time of
the said Ann Bennett shall & do permit & suffer or be sufficiently authorized
& empower the said Ann Bennett to receive & take all the interest profits
& produce to arise & be had or made of all & singular the premises hereinbefore
mentioned & intended to be hereby granted transferred & retained for
the purpose of maintaining her the said Ann Bennett & such child or chil-
dren grand children or grand children in such manner as she in her dis-
cretion shall see fit without being accountable to them or any person or
persons for the expenditure of the same, but not to be subject in any man-
ner or way whatsoever to the debts contracts or engagements of the said Ann
Bennett or to the control or debts of any future husband or husbands of
the said Ann Bennett: And so from & after the death said Ann Bennett
then in trust to for the use benefit & behoof of such child or children, grand
children or grand children (issue of the said William J. Bennett & the said
Ann Bennett his wife) his her or their heirs executors, administrators and
assigns for ever, if more than one as tenants in common, such grand children
& grand children representing their respective parents & taking between
them only the share which their respective parents would have taken had
they survived the said Ann Bennett: And that the said John J. Ben-
nett & Elias J. Bennett & the survivor of them, & the heirs executors & adminis-
trators of such survivor shall at the request, costs & charges of such child or
children grand children or grand children will & sufficiently convey, transfer
or assign over unto him her or them the legal Estate in the aforesaid
premises so as to make his her or their title perfect in the same: And so
in case any such children or grand children should die in the life time
of the said Ann Bennett that is to say the females before marriage or
the age of twenty one years, & the males before the age of twenty one, & with

343 out leaving if few than living there as to the survivor of such child or children grand children or grand children, in trust for the sole administration of the said Ann Bennett to & for the said wife in trust for purposes as and having before limited & expressed of concerning the same leave or share of such children or children grand children or grand children as should die before the said William S. Bennett. But in case the said William S. Bennett should die before the said Ann Bennett, leaving no child or children grand children or grand children (if any of the said William S. Bennett & the said Ann Bennett his wife) living at his death, or in case he should leave such children children grand children or grand children, living at his death & they should all die in the life time of the said Ann Bennett unmarried & without issue then in trust from & after the death of the said William S. Bennett should he die as aforesaid, or before from & after the death of such child or children, grand children or grand children should they all die as aforesaid, to & for the sole separate & peculiar use benefit & behoof of the said Ann Bennett, her heirs executors administrators & assigns forever. Provided always, nevertheless if hereafter it should appear to the said William S. Bennett during his life or to the said Ann Bennett after the death of the said William S. Bennett that the whole or any part of the premises hereinbefore mentioned & intended to be hereby granted transferred & released should be sold & disposed of & the proceeds thereof vested in the purchase of any other property, real or personal or both then & in such case it shall & may be lawful to & for the said William S. Bennett during his life time & the said Ann Bennett after his death by his or her deeds properly executed in the presence of two or more credible witnesses to wrote & make void all trusts uses trusts herefore committed of concerning the premises hereinbefore mentioned & intended to be hereby granted transferred released, or any part thereof & parcel thereof & to limit & declare any new use or uses of concerning the same, so as upon & at the time of making such execution & limiting any new use or uses of concerning the said premises or as soon thereafter as can be conveniently done, the monies & proceeds arising from the sale & disposal of the said premises or any part thereof be vested by the said parties in the purchase of any other property, real or personal or both & the same well & sufficiently conveyed, assigned & transferred unto the said John S. Bennett & Elias S. Bennett & the survivor of them & the heirs executors administrators & assigns of such survivor as the case may be required according to the nature of the property, in trust nevertheless for the same uses of purposes as those already expressed or at least as many of them as may be then practicable, regard being had to the

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844 nature of the property where it may be and, & the estate or benefits
derived from such real property to the said William J. Bennett & a
Bennett his wife during their joint lives, & to the survivor during his
life being without impeachment of waste. And so as not to bind
to the debts & engagements of the said William J. Bennett & Ann Bennett
or either of them & not to be subject to the controul debts or engagements of
any future husband or husbands of the said Ann Bennett. Subject how-
ever to the same power in the said William J. Bennett in his lifetime &
to the same power in the said Ann Bennett after his death of revoking and
annulling the use or uses of the whole or any part of such property beginning
by the sale or disposal of the aforesaid premises or any part thereof either
immediately or remotely, & of limiting & appointing any new use or uses of and
concerning the same. Provided also, & it is hereby declared & agreed by &
between all the parties to these presents, that it shall & may be lawful for
for the said several trustees constituted or agreed to be constituted by these
presents & to & for each & every of them, their executors and
administrators respectively by & out of all or any of the said trust Money,
estate effects or the interest, profits & proceeds thereof to deduct & reimburse to
himself, & themselves, & to allow to his & their co-trustees from time to time
respectively all costs charges, damages & expences as they & every or any of them
shall be put unto pay, suffer or sustain for or by reason of the trusts hereby in
them imposed or to the management & execution thereof, or for any reason
of any other matter or thing in any wise relating thereto. Also that, none of
them the said trustees, their executors or administrators shall be answerable or
accountable for any more money than what they shall respectively actually
receive by virtue of the trust 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 & 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 sum or sums of money shall or may
be invested, nor for any Banker, agent or other person or persons who shall or
may be employed or instructed by them or any of them in the management
& disposition of all or any of the aforesaid premises, nor shall they or any of them
be answerable or accountable for any loss of all or any of the interest money
without their wilful default, but shall be acquitted & saved harmless in
respect to such acts, matters or things as shall be done by them or any of them
pursuant to these presents in the execution & Management of the several
trusts hereby in them imposed. Provided likewise & it is hereby further
declared & agreed that in case either of them the said John J. Bennett
& Elias J. Bennett 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

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refuse to act in the said trust at any time or times before the said
shall be fully performed by reason of other business to which it shall not may
be lawful to for the said William J. Bennett during his life & the said
Ann Bennett after his death, or the greater to be administrator of the sum
or of them to nominate & appoint any other person or persons to be trustee
or trustees for the purposes aforesaid in the place or stead of them to wit
John J. Bennett & Elias J. Bennett or such of them or such future trustee
or trustees as shall happen to die, or be deemed to be discharged from
or neglect or refuse to do in the trusts aforesaid & upon such nomination
& appointment the trustee or trustees for the time being or if all the trustee
be dead then the heirs executors or administrators of the surviving trustee
shall convey a sign or transfer for the said trust estate, full trusts
monies which shall be then in their hands or in their names not placed
out at interest as aforesaid, or so much thereof as shall not have been
laid out in a purchase or purchases as aforesaid & the securities stock or
funds in which the same shall be then invested in such effects at one
time & so as the same may be invested in joint names of the surviving
or continuing trustee & 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 to be trustee
as aforesaid, but nevertheless upon the same trust & to for the same
uses intents & purposes as and having before mentioned & declared of
concerning the same or to for & upon such of those trust intents & pur-
poses as according to wants shall be then subsisting or capable of taking
effect which person or persons to be appointed a trustee or trustees as afo-
said shall or may from thenceforth act in the management & execution
of the aforesaid trusts or such of them as shall be then subsisting or ca-
pable of taking effect as fully & effectively in all respects & with the
like indemnification as he or they might have done in case he or they
had been originally in & by these presents appointed a trustee or trustee
for the purposes aforesaid any thing hereinbefore contained to the
contrary notwithstanding. And this Indenture further witness-
eth that the said William J. Bennett for & in consideration of the
aforesaid Marriage, & for the other considerations above mentioned
doth hereby for himself his heirs executors & administrators covenant
promised & agree to & with the said John J. Bennett & Elias J. Bennett
& the survivor of them & the heirs executors administrators & assigns of
such survivor in manner following that is to say, that he the said
William J. Bennett shall & will within six months next ensuing
the date of these presents in due form well & sufficiently pay for
& sign all & singular the stock hereinbefore specified & mention-

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346 I intended to be hereby transferred & assigned & also all & singular
the proceeds of the sale of the said shares in the south Carolina Insurance
Company in the stock or other property purchased with the same under
said John S. Bennett & Elias S. Bennett & the survivor of them the ex-
ecutors administrators & assigns of such survivor in trust herewith left to
for the uses intents & purposes hereinbefore mentioned & declared of & con-
cerning the same: And also that he the said William S. Bennett
shall & will from time to time & at all times hereafter join concour to
with the said Ann Bennett, his wife or separately as the case may be
& require in all such acts deeds assignments & assurances in the law as by
counsel learned in the law shall be advised or deemed necessary for
effectually assigning settling & securing all such property real or personal
or both as she the said Ann Bennett or the said William S. Bennett
in her rights now is or at any time hereafter shall or may become poss-
essed of or entitled unto either by descent, distribution gift devise, bequest
or otherwise unto the said John S. Bennett & Elias S. Bennett & the
survivor of them & the heirs executors administrators & assigns of such
survivor. And it is hereby declared to be true intent & meaning
of these presents of the parties hereunto that all & every other convey-
ances & assurances which shall hereafter be made unto the said John
S. Bennett & Elias S. Bennett & the survivor of them the heirs executors
& administrators of such survivor by virtue of these presents shall be deemed
& shall be adjudged, deemed, construed & taken to be & made & is & are
hereby declared to be meant & intended to be & made to the said John
S. Bennett & Elias S. Bennett & the survivor of them the heirs executors
& administrators shall stand & be seized & possessed of all & singular the
estate real & personal or both conveyed transferred & assigned in & by
the said conveyances & assurances to & for the several uses intents & pur-
poses upon the trust & confidence & under & subject to the provisions limitation
& agreements herein before limited declared & expressed above to & for
no other use intent or purpose whatsoever. In witness whereof the par-
ties to these presents have hereunto set their hands & seals the day & year
first above written. Wm. S. Bennett (L.S.) Ann Bennett (L.S.)
John S. Bennett (L.S.) Elias S. Bennett (L.S.) Signed sealed and
delivered in the presence of us. The words "Elias S. Bennett being first inter-
lined between the thirty first & thirty lines of the fourth page & the words
mentioned being also interlined between the thirteenth & fourteenth lines
of the eighth page & the words "Ann" being written on an erased in the first
line of the seventh page. James L. Blair. C. F. Mills.
James L. Blair made oath that he saw Wm. S. Bennett, Ann Bennett,
John S. Bennett, & Elias S. Bennett sign seal & deliver the within

347 instrument of writing for the uses & purposes therein mentioned to
be with C. H. Mills witness to the same. done to before me the
6 February 1822. Recd / Epp J. Not pub.

Notarized 6th February 1822

The State of South Carolina

Articles of agreement Tripartite

hath made & concluded upon this eighth day of February in the year of Our
Lord One thousand eight hundred & twenty two, between William Henry
Holmes of Charleston in the State aforesaid, Factor, of the first part —
Margaret Ramsay Green of the same place, Spinster, of the second part
& Elizabeth Green Widow, & Thomas Perkins Green of Charleston aforesaid
— said Druggist of the third part. Whereas a marriage is intended by full
consent, shortly to be had & solemnized between the said William
Henry Holmes & Margaret Ramsay Green. And whereas the said Ma-
garet Ramsay Green is entitled under the will of her late Father Ed-
mund Green, deceased, after the death of her mother the above named
Elizabeth Green, in case she should not Marry, to one fourth part, but
in case of her second Marriage, then on such second Marriage to one
fifth part of all the Estate both real & personal, of the said Edmund
Green deceased, consisting at present of a House & Lot in Broadwater,
four lots of Land in the parish of St. Philip, Charleston, late part of
the Lands of General Christopher Gadsden deceased, a lot of Land in
Sporetown in the State aforesaid several Negro Slaves, Money at
Interest & Bank Stock & sundry articles of Household furniture
& a few of Plate; And the said Margaret Ramsay Green is also
entitled under the Will of Captain John Mercier, deceased, after
the death of his Widow M^r Margaret Mercier, to one fourth part
of one half of the Negro Slaves, with their Increase which belongs to
the said John Mercier at the time of his death & may also hereafter
become intitled in her own right, by gift, Descent, devise bequest or
some other way, to other Estate and property real or personal or both
& whereas upon the Treaty of the intended Marriage aforesaid it
was agreed & is now hereby agreed by & between all the parties to these
presents, that all the Estate property & interests to which the said Ma-
garet Ramsay Green is now or hereafter shall become entitled to
in her own right under the Wills of the aforesaid Edmund Green
& John Mercier deceased, or which she may hereafter become intitled
to in her own right either by gift, Descent, devise or bequest in any
other way whatsoever, shall be conveyed aforesaid transferred & finally
effectually secured to the uses, intents & purposes herein after more
fully expressed & detailed of & concerning the same. Now there

348 Presents witness that in pursuance of the agreements aforesaid in
consideration thereof of the aforesaid intended Marriage & in further
consideration of one dollar by the aforesaid Elizabeth Green & Thomas Perkins
Green to the said William Henry Holmes & Margaret Ramsay Green
in hand, well & truly paid, they the said William Henry Holmes &
Margaret Ramsay Green, each for himself & herself & his & her heirs
executors & administrators do hereby severally, article covenant promise
grant & agree to & with the said Elizabeth Green & Thomas Perkins Green
& the survivor of them her or his heirs executors administrators & signs
that they the said William Henry Holmes & Margaret Ramsay Green
shall & will at any time after the intended Marriage aforesaid shall
have taken effect & at all times where the same shall be requisite & ne-
cessary & they the said William Henry Holmes & Margaret Ramsay Green
shall be then unto required by the trustee aforesaid or the survivor of them
her or his heirs executors or administrators make do acknowledge & execute
all & every lawful & reasonable act & acts, thing & things conveyances &
affidavits in the Law whatsoever formerly & effectually conveying or
signing transferring & appling unto the said Elizabeth Green and
Thomas Perkins Green & the survivor of them her or his heirs & signs or
unto them & the survivor of them her or his executors administrators &
signs according to the nature of the estate or property to be conveyed or
transferred, all & singular the estate real & personal of whatever nature
or kind to which the said Margaret Ramsay Green is or hereafter shall
become intitled under the wills of the aforesaid Edmunds Green &
John Meader as aforesaid or which she may hereafter in any other
manner become intitled to in her own right either by gift descent devise
or bequest or any other way whatsoever. To have & to hold the same unto
the said Elizabeth Green & Thomas Perkins Green & the survivor of them
her or his heirs & signs, or them & the survivor of them her or his Executors
administrators & signs according to the nature of the estate to for &
upon the uses trusts intents & purposes following that is to say I no
Trust for & to the use of the said William Henry Holmes & Margaret
Ramsay Green from & immediately after the solemnization of the inter-
dicted Marriage aforesaid for & during their joint lives without being
subject to the debts or incumbrances of the said William Henry Holmes
& in case the said Margaret Ramsay Green should survive her said
intended husband then from & immediately after his death I no
Trust to for the use of the said Margaret Ramsay Green her heirs
executors administrators & signs from freed & discharged from all
further uses & trusts whatsoever Both in case she the said Margaret
Ramsay Green should depart this life before her said intended

husband leaving any children children of his said wife & surviving her
 and surviving them from & immediately after the death of the said
 Margaret Ramsay Green In trust for & to the use of such child or
 children until they shall respectively arrive to the age of twenty one
 years or be married & then to the use of such child or children his
 heirs or their heirs executors administrators & assigns for ever to be equally
 divided between or amongst them if more than one. But if the said
 William Henry Holmes should survive his said intended wife
 & there should be no child or children of the said intended marriage
 then living or if any then living should all depart this life under
 age & unmarried then & in that event, as to one equal half party
 of all the Estate & property herein before mentioned or intended to be
 herein thereby secured & embraced. In Trust for & to the use of
 the right heirs & next of kin of the said Margaret Ramsay Green
 other than the said William Henry Holmes, their heirs Execu-
 tors administrators & assigns forever, & as to the remaining half
 part thereof. In trust for & to the use of the said William Henry Holmes
 during his life, without being subject to his debts or
 Incumbrances of him & immediately after his death, then as to the
 said remaining half In Trust for & to the use of the right
 heirs & next of kin of the said Margaret Ramsay Green their heirs
 executors administrators & assigns for ever. & it is hereby understood
 agreed by & between all the parties to these presents that in all
 every deed & deeds of trust hereafter to be made & executed in pur-
 suance of these Marriage Articles a clause shall be inserted au-
 thorizing the parties interested, with the consent in writing of the
 Trustees or surviving Trustee to dispose of change & alter the trust
 estate to be thereby settled & secured when & as often as it may ap-
 pear to be for the benefit of the parties interested all ways investing
 the proceeds thereof in other property to be settled & secured to
 fort upon the same uses & Trusts as herein before mentioned.

In witness whereof the said parties to these presents have here-
 unto set their hands & seals the day & year first before written.
 William H. Holmes (S.S.) Margaret Ramsay Green (S.S.) Elizabeth
 Green (S.S.) Thomas P. Green (S.S.) signed & sealed & delivered
 in the presence of Richd. O'Brien, Elizabeth W. Green, John C. Green.
 Richd. O'Brien made oath that he saw William H.
 Holmes, Margaret Ramsay Green, Elizabeth Green & Thomas P.
 Green sign seal & deliver the within instrument of writing for the
 uses & purposes therein mentioned that he with Elizabeth W. Green &
 John C. Green witnessed the same sworn to before me this 7th day of
 May A.D. 1871. Richd. O'Brien Notary Public
 Poorn date 7th is seen on

This Indenture triplicate made the eighth day of February in the year of Our Lord One thousand eight hundred & twenty two & in the forty sixth year of American Independence
 Between Moses Woods now of Charleston of the first part & Caroline Ann Coburn of the same place spinster of the second part & Simon Magwoods of the same place of the third part. We witnesseth that where a Marriage is intended by Gods permission shortly to be had and solemnized between the above named Moses Woods & the said Caroline Ann Coburn, & the said Moses Woods being desirous of securing to the said Caroline Ann Coburn whatever property real or personal that may be coming to her agreeable to the Will of her late father John Coburn. Now this Indenture witnesseth that the said Moses Woods & Caroline Ann Coburn in consideration of the said intended Marriage & for the consideration of the sum of Ten dollars to them in hand paid at and before the sealing & delivery of these presents the receipt whereof is hereby acknowledged & for divers good causes & considerations therein therunto moving they the said Moses Woods & Caroline Ann Coburn have justly bargained & conveyed & confirmed by these presents do grant bargain sell leasway confirm & deliver unto the said Simon Magwoods all the property either real or personal which the said Caroline Ann Coburn is possessed of or legally intitled to by the Will of her late father John Coburn unto the said Simon Magwoods his executors administrators & assigns forever. In trust that is to say for the use & behoof of the said Caroline Ann Coburn until the said intended Marriage shall be duly had & solemnized & from & after the solemnization thereof upon trust to the use & behoof of the said Caroline Ann Coburn for & during the term of her natural life & from & after her decease to the use & behoof of all & every of the children Children of the said Moses Woods on the Body of the said Caroline Ann Coburn his said intended Wife to be begetter Male & female share & share alike if more than one & if but one then to that one only his her or their executors administrators & assigns forever, & in default of such leave them to the only proper use & behoof of the survivors of them the said Moses Woods & Caroline Ann Coburn his said intended wife his or her executors administrators & assigns forever & to offer no other use intent or purpose whatsoever. In witness whereof the said parties have hereunto interchangeably set their hands & seals the day & year first above written. Moses Woods (L.S.) Caroline A Coburn (L.S.) Simon Magwoods (L.S.) signed sealed & delivered in presence of Thomas Scott Randall Robinson. Received the day & year above written of & from the said Simon Magwoods Ten dollars being the consideration above

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This Indenture triplicate made the eighth day of February in the year of Our Lord One thousand eight hundred & twenty two & in the forty sixth year of American Independence
 Between Moses Woods now of Charleston of the first part & Caroline Ann Coburn of the same place spinster of the second part & Simon Magwoods of the same place of the third part. We witnesseth that where a Marriage is intended by Gods permission shortly to be had and solemnized between the above named Moses Woods & the said Caroline Ann Coburn, & the said Moses Woods being desirous of securing to the said Caroline Ann Coburn whatever property real or personal that may be coming to her agreeable to the Will of her late father John Coburn. Now this Indenture witnesseth that the said Moses Woods & Caroline Ann Coburn in consideration of the said intended Marriage & for the consideration of the sum of Ten dollars to them in hand paid at and before the sealing & delivery of these presents the receipt whereof is hereby acknowledged & for diverse good causes & considerations therein therunto moving they the said Moses Woods & Caroline Ann Coburn have justly bargained & conveyed & confirmed by these presents to grant bargain sell leasway confirm & deliver unto the said Simon Magwoods all the property either real or personal which the said Caroline Ann Coburn is possessed of or legally intitled to by the Will of her late father John Coburn unto the said Simon Magwoods his executors administrators & assigns forever. In trust that is to say for the use & behoof of the said Caroline Ann Coburn until the said intended Marriage shall be duly had & solemnized & from & after the solemnization thereof upon trust to the use & behoof of the said Caroline Ann Coburn for & during the term of her natural life & from & after her decease to the use & behoof of all & every of the children Children of the said Moses Woods on the Body of the said Caroline Ann Coburn his said intended Wife to be begetter Male & female share & share alike if more than one & if but one then to that one only his her or their executors administrators & assigns forever, & in default of such leave them to the only proper use & behoof of the survivors of them the said Moses Woods & Caroline Ann Coburn his said intended wife his or her executors administrators & assigns forever & to offer no other use intent or purpose whatsoever. In witness whereof the said parties have hereunto interchangeably set their hands & seals the day & year first above written. Moses Woods (L.S.) Caroline A Coburn (L.S.) Simon Magwoods (L.S.) signed sealed & delivered in presence of Thomas Scott Randall Robinson. Received the day & year above written of & from the said Simon Magwoods Ten dollars being the consideration above

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