

351 specified. Moses Wood, Caroline A. Brown, my wife, her son
Walter Thomas Scott, Randall Robinson, & their said son made
vath that he saw Moses Wood, Caroline A. Brown & Brown's son sign
sign seal & deliver the within instrument of writing for the last
purposes therein mentioned & that he with Randall Robinson will
keep the same. soon to before me this 9 day of May 1822. Asst. M. Calh
not pub. Recorded 9th Feby 1832.

State of South Carolina

Known all men by these presents that
Henry Joseph formerly of Mannheim in Germany sett now of Marion
district in the state aforesaid am held & firmly bound unto Jacob Myers
& Israel Solomons in the full & just sum of one thousand pounds Sterling
to be paid to the said Jacob Myers & Israel Solomons their au-
thorized attorneys executors administrators & assigns to which payment
will & truly to be made & done I bind myself my heirs executors and
administrators firmly by these presents sealed with my seal & dated
this thirtieth day of January one thousand eight hundred & twenty
two. Whereas a marriage is about to be had & solemnized between
the said Henry Joseph & Miss Isabella Hannah Joseph Daughter
of Lazar Josephs of George town & the Henry Joseph has agreed to pay
into the hands of the said Jacob Myers & Israel Solomons as trustees
the sum of Five hundred pounds sterling in a convenient time after
the intermarriage aforesaid to be held by them & the survivors of them
& their heirs executors & administrators of such survivors to & for the
following uses & more other that is to say. In trust for her the said
Isabella Hannah Joseph during her natural life to pay & apply the
interest of the said sum of Five hundred Pounds to the support &
Maintenance of the said Isabella Hannah Joseph & from & after
the death of the said Isabella Hannah Joseph then in trust for the
Child or Children of the said Isabella Hannah Joseph to be divided
share & share alike in the mean time to apply so much of the
proceeds or principal as may be necessary to the support of the said
Isabella Hannah Joseph & also the support & Education of such child
or children as the said Isabella Hannah may have. Now the con-
ditions of the above obligation is such that if the said Henry Joseph
his heirs executors or administrators do & shall well & truly pay or cause
to be paid to the said Jacob Myers & Israel Solomons or their survivors
of them the heirs executors or administrators of such survivors in a
convenient time after the intermarriage about to be solemnized as
aforesaid the sum of five thousands pounds to be applied & used
upon the trusts aforesaid the above obligation to be void & also

352 to remain in full force & virtue in Law. Henry Joseph (S.S.)
signed sealed & delivered in the presence of Sol. Cohen Levy L. Scryps
State of South Carolina Georgetown district. Personally appeared before
me Jacob Wayne one of the Justices of the peace for the district aforesaid. Levy
L. Joseph who being duly sworn maketh oath that he & Solomon Cohen
doth subscribe their Names as witnesses to the within instrument of writing
& that this deponent doth see Henry Joseph sign seal & execute the within
instrument of Writing to & for the purpose therein mentioned. Levy L.
Joseph. Sworn to this 4th July 1822 Jacob Wayne J.P.

Recorded 13th July 1822

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X State of South Carolina

This indenture made this twenty first day of January
in the year of our Lord One thousand eight hundred and twenty two
between Mary Singleton Gadsden daughter of the late James H. Gadsden
deceased, Spinster, of the one part and Benjamin Coachman Gadsden of the
-rest of the other part witnesseth that the said Mary Singleton Gadsden
in consideration of one Dollar to her in hand paid by the said Benjamin
Coachman Gadsden at and before the sealing and delivery of these presents
the receipt whereof is hereby acknowledged and for other good causes on
considerations her the said Mary herunto specially making hath bargained
and sold and by these presents doth bargain and sell unto the
said Benjamin Coachman Gadsden his executors, administrators and assigns
all the undivided one eighth part of forty five acres of land on Charleston
Nek on Pinckney and Cannon Streets, and of Four hundred acres of land
in Saint James's goats Creek formerly Doctor Drayton's being of the estate of
James H. Gadsden and devised by his will among his children and children
also all and singular her estate and interests present and future in
the like of her grandmother M^r Rebecca Smith deceased of in and to the
house and lot No 124 Queen Street where the said Mary Singleton Gadsden
at present resides together with all and singular the rights members
hereditaments and appurtenances to the said premises belonging or in any
wise incident to have and to hold all and singular the said premises
unto the said Benjamin Coachman Gadsden his executors administrators
and assigns from the day next before the day of the date of these presents
for and during and unto the full end and term of one year from thence
next ensuing and fully to be complete and ended yielding and paying
therefor unto the said Mary Singleton Gadsden the sum of one car of bone
only on the last day of the said term if lawfully demanded, to the intent
and purport that by virtue of these presents and by force of the Statute
for transferring uses into possession the said Benjamin may be in the actual
possession of the said premises and so thereby enabled to accept and take a

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of New
Hanover
on the
21st Day
of January
1822

353 grant and release of the reversion and inheritance hereof to her
hers and assigns for ever subject however to the uses and upon the trusts
of declared or to be declared by another Indenture intended to be made
and to have date of the day next after the day of the date hereof. In
witness whereof the said parties to these presents have hereunto set their
hands and seals the Day and year first above written Mary Gadsden
Sealed and delivered in the presence of us Rebecca Gadsden Sarah E. Campbell
Recorded Charleston this twenty first day of January anno Domini 1822
from Benjamin C. Gadsden Esq. the sum of One Dollar being the con-
sideration money of the within deed - Mary J. Gadsden

Witnesses Rebecca Gadsden Ann J. Gadsden. Rebecca Gadsden
made oath that she was present and saw Mary J. Gadsden sign
Seal and deliver the within instrument of writing for the uses and
purposes therein mentioned and that she together with Sarah E.
Campbell witnessed the same sworn to before me 15 Feb'y 1822 Confidit S. C. H.

Recorded 15th Feb'y 1822.

This Indenture made the twenty second day of January in the
year of our Lord One thousand eight hundred and twenty two between
Mary Singleton Gadsden, daughter of the late James W. Gadsden
of Charleston deceased, of the first part; Joseph Ferguson Gee of the
second part, and Benjamin Coachman Gadsden of the third part
whereas a marriage is intended to be shortly had and solemnized
between the said Mary and Joseph, and it has been agreed be-
tween them that the estates of the said Mary as well real as per-
sonal shall be settled in trust for the joint use of the said Mary
and Joseph during their marriage, and the survivor after the
termination of said Marriage for life, and to the children of
said marriage after the decease of said survivor, absolutely, but shal-
l not there be no such child then to the said survivor absolutely. Now
this indenture witnesseth that in consideration of the said intended
marriage, and of the sum of Five dollars to the said Mary Singleton
Gadsden by the said Benjamin Coachman Gadsden in hand paid
at or before the sealing and delivery of these presents the receipt where-
of is hereby acknowledged, she the said Mary Singleton Gadsden
hath granted, bargained, sold, released, assigned transferred and
set over, and by these presents doth grant bargain sell release assign
transfer, set over and deliver unto the said Benjamin Coachman Gadsden
his heirs executors and administrators all and singular the personal
estate to which she the said Mary Singleton Gadsden is entitled in
her own right, or may be hereafter entitled, consisting of two Negroes
named Richard and Martha and Eight Shares in the State Bank

also of one eighth part of the undivided estate both real and personal of the deceased father James H. Gadsden, and all and singular her estate and interest present and future under the will of her grandmother W. A. Smith deceased, all which property is more particularly designated and described in a Schedule thereto annexed and forming part of this indenture to which all due reverence is paid; together with all and singular the buildings, ways, advantages, emoluments hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining all which said last mentioned premises are in the actual possession of the said Benjamin Coachman Gadsden by virtue of a bargain and sale to him made by the said Mary for one whole year bearing date the day next before the day of the date of these presents and by force of the Statute for transferring uses into possession, and the reversion and reversions, remainders and remainders rents issues and profits thereof and of every part thereof, and also all the Estate right title interest claim and demand whatsoever both in Law and Equity of her the said Mary of in and to the said premises, to have and to hold all and singular the said personal estate above mentioned with the issue and increase of such part of the said personal estate as consists in female slaves, and also all and singular the undivided parts and shares of the said lands of the estate of said James H. Gadsden and of the said lot of Land of the estate of the said Rebecca Smith and all and singular other the premises abovementioned with their appurtenances unto the said Benjamin Coachman Gadsden his heirs executors and administrators for ever to such uses, upon such trusts, and for such intents and purposes as are hereinafter mentioned of and concerning the same, that is to say, in trust to and for the use and behoof of the said Mary according to her interest therein before the execution of these presents) until the solemnization of the said marriage, and from and immediately after the solemnization thereof, then in trust to and for the use of the said Joseph Ferguson Bee and Mary his wife for and during their marriage without impeachment of waste, and from and immediately after the death of either the said Joseph or Mary then to the use and behoof of the survivor for and during the term of his or her natural life without impeachment of waste, and from and immediately after the death of such survivor then to the absolute use benefit and behoof of the child or children of the said Mary his, her or their heirs executors and administrators forever; But should there be no issue of said Joseph and Mary living at the time of the death of either the said Joseph and Mary

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355 and no posthumous child then and in that case in trust to her
-ate use benefit and behoof of the survivor of the said Joseph and Mary
his or her heirs executors and administrators forever. and it is hereby
further covenanted and agreed by and between the parties to these presents
that the said Benjamin Coachman Gadsden trustee as aforesaid shall
have full power and authority to do all things, and sign all deeds and
other papers, which may be necessary whenever a division of the es-
tates of either the said James H. Gadsden or Rebecca Smith shall
take place, so as confirm and effectual such division for the benefit
and behoof of the parties to these presents and the cestuique ten-
tive as full and ample a manner in Law or Equity or otherwise
as she the said Mary could have herself done had she never
married, and should it at any time either before or after said
division be deemed necessary by the three parties to these presents that
the said property real or personal or any part thereof should be
sold or disposed of for the benefit of said parties he the said Ben-
jamin Coachman Gadsden trustee as aforesaid shall have
full power and authority upon receiving written directions from
the said Joseph and Mary, to sell and dispose of the same upon
such terms as they may all agree to, and execute good and sufficient
titles therefor unto the purchasers, and he the said Benjamin
Coachman Gadsden shall receive the product of such sale or
sales whether in cash or chuses in action and invest the same
in such other property real or personal or stock as may be deemed
most advantageous by the three parties to these presents and shall
hold the same subject to the same trusts and uses as are declared
in this deed of and concerning the property herein settled, and shall
execute or cause to be executed such deed, declarations, or assurances
thereof as may afford proper evidence thereof and shall cause the
same to be recorded in the proper office. Witness whereof the parties
to these presents have hereunto interchangeably set their hands and
seals the day and year first above written - Mary H. Gadsden L.S.
Sealed and delivered in the presence of us, Joseph O'bee J.S.
Rebecca Gadsden Ann S. Gadsden } B.C. Gadsden L.S.
Schedule of Property settled by the within Deed belonging to the with-
in named Mary Singleton Gadsden by P. Richard, a Negro beque-
athed her by M. Rebecca Smith Martha given her by a deed of gift
from her father - Eight Shares in the State Bank - One undivided
Eight part of the following property being the estate of James H. Gadsden
viz. Forty five acres of Land on Charleston Neck on Pinckney and
Cannon Streets, Four hundred acres of Land in P. James Gadsden

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bound thereto the twenty fourth day of January one thousand
Eight hundred and twenty two the said slaves being the consideration
of the sum of One hundred and twenty five dollars paid by the said
Mary & Rebecca Gadsden son & daughter of James & Lydia Gadsden

book formerly Dr. Drayton's, and the following Negroes Peter, John,
Sue, Anthony, George, Lewis, Isabel, Betsey, Jonah, Archy, Hagar, Piggy, Tom, old
Isaac, Young, Hagar, Mylie, Joseph, Dora, Doll, Cate, Jones, Flora, Billy, Betty, Emily,
Budie, Birch, Rose, Blazenda, Mary, Renty, Lydia, Monday, Ishmael, Phillis Caesar,
Catharina, Sam, Piggy, Cate, Isaac, Celia, Young Cate, Simon, Young, York, Lucy,
Young, Rhina, Nancy, Rhina, York, Sally, Sarah, Diana, Venus, Fanny, Sime, Dick
Malipa, old Tom, Bella, Gye, Rose, Hannah, Peter, Abram, Moses, Joe, Billy
& Cudjoe - a contingent and unknown share of the following Property
of the Estate of Mr. Rebecca Smith viz the house and lot No 124 Queen
Street where the said Mary Singleton Gadsden at present resides
and the following negroes viz Tom Venus, Jacob, Bob, Constance, Jenny
Dinah, Cashall, Sam, young Tom, Caesar, John, Cain, Ned, Delia, Fatty
Young Caesar, baby Abram Malipa, Dinah Onie, young Isaac, Fisby,
Isaac, Nancy, Jim, Phillis, Syke, Harriet, Sarah, Charley, Dick, Tommy
Rose, old Malipa, Rachel, Eliza, Anna, Young Nancy, Tony & Lewis
Signed by us as witnesses at the same time with Mary J Gadsden
the said, as well as by the parties themselves - { Joseph J. Bee
Rebecca Gadsden, Ann J Gadsden } B.C. Gadsden

Rebecca Gadsden made oath that she was present and saw Mary
Gadsden Joseph J. Bee & B.C. Gadsden sign Seal and deliver the
foregoing instrument of writing as also the Schedule annexed for the
use and purposes therein mentioned & that she together with Ann J
Gadsden witnessed the same sworn to before me this 15th July 1822 Supt. Esq. J. H.

Recorded 15th February 1822.

The State of South Carolina This Indenture, Tripartite, made
the fifteenth day of November in the year of our Lord One thousand
Eight hundred and Twenty one and in the Fifty Sixth year of the
Sovereignty and Independence of the United States of America Between
Benjamin Du Rose of Darlington district and State aforesaid of the
first part, and Ann C. Cleland of Christ Church Parish and State
aforesaid of the second part and Jacob Bond Son, of Christ Church
Parish and William Mathews of P. James Santed in the State afo-
resaid of the third part, witnesseth that whereas a marriage is intended
to be shortly had and solemnized by and between the said Benjamin Du
Rose and Ann C. Cleland and whereas the said Ann C. Cleland is entitled
to an undivided third part of the personal estate of which her late hus-
band William Cleland was possessed at the time of his death consisting
of the following Negro Slaves / To wit their Names / Carpenter George
Sharp, Peter, Minerva, Ned, Sipard, Castile, Edenborough, Tom, Mary
Grace, Marier, Jonah, Hannah, Molly, Pinah, Chloe, Mysilda, John
Rose, Fortune, Celia, Balinda, Ben, Tom, Carpenter, September Julianne

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357 Lydia, Elsey, Petty and others it hath been agreed that the said Benjamin Du Rose should after their said intended Marriage have, receive and enjoy during his life the Interest and profits of the said personal Estate, that is the part of said Estate belonging to the said Ann C. Cleland; but that the same should not be subject to the control, debts, or forfeitures of the said Benjamin Du Rose. Now this indenture witnesseth that in pursuance of the before recited agreement, and in consideration of the sum of One dollar to the said Ann C. Cleland in hand paid by the said Jacob Bond Son & Mrs. Matthews Trustees the receipt whereof is hereby acknowledged, she the said Ann C. Cleland by and with the priority, consent and agreement, of the said Benjamin Du Rose, Testified by his being made a party to, and his sealing and delivery of these presents, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents, doth grant, bargain, sell, assign, all the said Estate, before mentioned, that is the undivided part of those Negroes above named, to Mr. Carpenter, George, Sharper, Peter, Minoras, Ned, Sipeau, Castille, Edenborough, Tom, Mary, Grace, Maria, Jonah, Hannah, Nelly, Pinah, Chloe, Mytilda, John, Rose, Fortune, Celia, Palinda, Ben, Tom, Carpenter, September, Julianna, Lydia, Elsey, Petty and to her and to hold the said property unto the said Jacob Bond Son & Mrs. Matthews Trustees their Executors and Administrators in Trust, nevertheless, and for such purposes and under such provisions and agreements as are hereafter mentioned that is to say in trust for the said Ann C. Cleland, and her assigns until the solemnization of the said intended Marriage, then in trust that they the said Jacob Bond Son & Mrs. Matthews Trustees their Executors and Administrators, shall and do permit the said Benjamin Du Rose during his life, to have receive take and enjoy, all the interests and profits of the said property, to and for his own use and benefit, and from and after the decease of the said Benjamin Du Rose then if the said Ann C. Cleland, should survive him in trust, that they the said Jacob Bond Son & Mrs. Matthews their executors and administrators, shall assign transfer and pay over all the said property to the said Ann C. Cleland but if she die before him, will convey the said Negroes and their increase to such child or children as shall be born of the body of the said Ann C. while in coverture with the said Benjamin, but should there be no child or children born to them in their coverture, then to such person or persons, and at the time and times, and such parts, and proportions, manner and form, as she the said Ann C. Cleland, shall notwithstanding her coverture by any writing or writing under her hand and seal, attested by two or more credible witnesses or by her last will and testament in writing duly executed direct, Lemit or appointed to the intent, that the same may not be at the disposed or subject to the control

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Debt, forfeitures, or engagements of the said Benjamin Du Rose her intended husband and in default of such, direction limitation, or appointment then to the heirs of the body of the said Ann C. provided always, and it is hereby expressly agreed and declared by and between all the parties to these presents, that in case the said Ann C. Orliland, surviving the said Benjamin her intended husband, shall at any time hereafter claim and recover any part or parcel of the Estate whereof the said Benjamin Du Rose or any other person, in trust for him shall be seized or possessed, or entitled to at any time, during the coverture between them, by virtue of any right of dower, distribution, or otherwise, than and in that case the said Jacob Bond Son & Mrs. Matthews their Executors and administrators, shall from time to time, and all times from hence forth, stand and be possessed of the said property hereby conveyed in Trust for the only benefit of the executors, administrators and assigns of the said Benjamin Du Rose any thing herein contained to the contrary notwithstanding. In Testimony whereof we have hereunto set our hands and seals the day and year above written - D. Du Rose L.S.
Signed in presence of Ann C. Orliland L.S.
Margaret Brown Catharine Burnell & Jacob Bond Son L.S.

State of South Carolina

Christ Church Parish, Personally appeared before me Jacob Bond Son one of the Justices assigned to keep the peace Margaret Brown Catharine Burnell who being duly sworn on the Holy Evangelist of almighty God, made oath, that they saw Benjamin Du Rose & Ann C. Orliland sign the within Instrument as principals and Jacob Bond Son as Trustee sworn under my hand this fifteenth day of November in the year of our Lord One Thousand Eight Hundred & twenty one and forty sixth year of the Sovereignty & Independence of the United States Margaret Brown Catharine Burnell & Jacob Bond Son (D. W.)

Recorded 2^d March 1804.

The State of South Carolina.

This Indenture Tripartite made and executed this sixteenth day of March 1804 in the year of our Lord, One thousand eight hundred and twenty two between Susannah Rivers Cambridge, Spinster, of the first part, Henry Palmer Hardy of the second part, and Henry Bailey and James Eyley, all of the City of Charleston, of the third part whereas the said Susannah Rivers Cambridge is at the date of sealing and delivering of these presents, seized and possessed of one undivided fourth part of a certain house and Lot of land known by the name of No. 10 Chamber Ten Orange Street in the City of Charleston, also of five Negro Slaves named Tena, Charity, Hanny, and her two children, and ten Shares in the capital stock of the Bank of South Carolina and whereas

A marriage is intended to be shortly had, and schemed between the
 Susannah Rivers Cambridge and the said Henry Palmer Hardy, and the said
 Susannah Rivers Cambridge is willing to settle and apportion the Real Estate, Negro
 Slaves, and Bank Stock abovementioned for her future provision and mainten-
 ance in case she should survive the said Henry Palmer Hardy now this inde-
 niture witnesseth that the said Susannah Rivers Cambridge for, and in
 consideration of the said intended marriage, and also in consideration
 of the sum of two dollars to her, the said Susannah Rivers Cambridge
 hand paid by the said Henry Bailey and James Eiland, the receipt
 whereof is hereby acknowledged) and by, and with the assent of the said
 Henry Palmer Hardy, signified by his being a party to these presents he
 granted, bargained, sold, and released; and by these presents doth grant,
 bargain, sell, and release to the said Henry Bailey and James Eiland,
 all and singular, the aforesaid undivided fourth part of the said Prop-
 erty and Tenement Number Ten Orange Street, together with all the
 rights, members, and appurtenances thereto belonging, to have and to
 hold the said premises, to the said Henry Bailey, and James Eiland, and
 the survivor of them, and the heirs of such survivor forever, In Trust
 nevertheless, and to and for the uses, interests, and purposes hereinafter
 declared. And the said Susannah Rivers Cambridge, for the same
 considerations herein before mentioned hath given and granted bargain
 sold, and assigned, and by these presents doth give, grant, bargain, sell,
 and assign unto the said Henry Bailey, and James Eiland, all those
 Negro Slaves, and also all those ten Shares of the Capitol Stock of the
 Bank of South Carolina to have and to hold the Negro Slaves aforesaid
 and the said shares of the stock aforesaid, unto the said Henry Bailey
 and James Eiland, and the survivor of them, and the executors and
 administrators of such survivor forever In Trust nevertheless, and to and
 for the uses, interests, and purposes following: That is to say In Trust that
 they the said Henry Bailey and James Eiland shall permit and suffer the
 said Henry Palmer Hardy to receive the rents, issues, and profits of the said
 Mespuaage, and tenements, and the dividends to accrue from the said Bank
 Shares, and to receive the services, labour, and hire of the said Negro slaves
 for the joint use, benefit, and maintenance of him the said Henry Palmer
 Hardy, and Susannah Rivers Cambridge, for and during the term of his
 natural life, and from and after the death of the said Henry Palmer
 Hardy, then In trust to permit and suffer the said Susannah Rivers
 Cambridge, to receive the aforesaid rents issues, and profits, and also the
 dividends aforesaid, and the services, labours, and hire of the said Negro
 slaves, for and during the term of her natural life, and from and after the
 death of the survivor of them the said Henry P. Hardy and Susannah Rivers
 Cambridge

Cambridge, then the aforesaid negro Slaves, Bank Stock, and real Estate
In trust for the issue of the said Henry Palmer Hardy, and Susannah Rivers
Cambridge of the said marriage lawfully to be begotten, equally to be divided
between them, if more than one, and if no more than one then to such
forever but in case the said Henry Palmer Hardy should die in the lifetime
of the said Susannah Rivers Cambridge, without leaving issue of the said
marriage, then In trust for the said Susannah Rivers Cambridge, and
heirs, executors, and administrators forever, but in case the said Susannah
Rivers Cambridge should die without leaving issue in the life time of the
said Henry Palmer Hardy then in trust for the said Henry Palmer
Hardy his heirs and assigns forever provided always that the said Henry
Palmer Hardy and Susannah Rivers Cambridge shall have full power,
by and with the consent, and approbation of the said Henry Bailey, and
James Eyland, or the survivor of them, to be signified by their joining at
the said Henry Palmer Hardy and Susannah Rivers Cambridge to all
transfer, and convey all, or any part of the premises, and to lay out the
proceeds in other good estate upon the same trusts as are herein declared
of and concerning the premises In witness whereof the parties to these
present, have hereunto set their hands and seals at Charleston, on
the day and year first above written. Susannah R. Cambridge L.S.
Signed, sealed & delivered in the
presence of M. E. Davidson } Henry P. Hardy L.S.
Andrew Manson } Henry Bailey L.S.
Jas. Eyland L.S.

Andrew Manson made oath that he saw Susannah R. Cambridge
Henry P. Hardy Henry Bailey & Jas. Eyland sign seal and deliver
the foregoing instrument of writing for the uses & purposes therein mention-
ed and that he together with M. E. Davidson witnessed the same:
Sworn to before me this 6th March 1822. Benj. Eble Jr Not. Pub.

Recorded 6th March 1822.

South Carolina - This Indenture Tripartite made this sixth day of
March in the year of our Lord One thousand eight hundred and twenty
two, between Elizabeth Catharine Power, Widow of Edward Power of Charleston
of the one part; Edward Thwing of Charleston of the second part; and
Samuel Lord of the same place of the third part, whereas by divine permission
a marriage is intended shortly to be had and solemnized by and between
the said Elizabeth Catharine Power and the said Samuel Lord and whereas
the said Elizabeth Catharine Power is seized and possessed in her demesne as
of fee, of in and to a certain undivided moiety or half part of a certain
lot, piece or parcel of land, situate in Maiden Lane in the City of Charleston,
formerly the property of John Ebley deceased, and bequeathed to the said
Elizabeth Catharine Power, by her deceased Father John Frederick Wolff

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as by reference to his last will and testament duly recorded in the office of
Ordinary of Charleston District, will more fully and at large appear, and whereas
the said Elizabeth Catharine Power is entitled as one of the beneficiaries, devisees
or legatees of her deceased father, to the remainder and remainders of entire
parts or portions of certain other pieces and parcels of Land, situate in the
-leston aforesaid, now in the possession and occupancy of her Mother, Mary
-ard Thwing, and whereas the said Elizabeth Catharine Power, is also, and
may hereafter be entitled unto a certain share or proportion of the Estate
real and personal of her deceased husband Edward Power, under and
by virtue of his last will and testament, of record in the office of the
Ordinary for Charleston District referred being therunto had, will an
-ore fully and at large appear, and whereas it hath been mutually
agreed by and between the said Elizabeth Catharine Power and the said
Samuel Lord before the solemnization of the said intended marriage, who
is now fully attested by the said Samuel Lord becoming a party hereto, in
signing, sealing and delivering these presents, that all and singular the
Estate and property real and personal of the said Elizabeth Catharine Power
or which she hath or may hereafter have or claim at law or in Equity,
shall be fully conveyed, settled and assured to the sole and separate use of
her the said Elizabeth Catharine Power during the term of her natural life
in case the said Marriage should take effect to be by her solely and separa
tely had, held, used and enjoyed notwithstanding her coverture without the
control or interference of her said intended husband and without being
subject to his debts or engagements, now to the end to carry into full effect
and well and sufficiently to ensure the said agreement, This Indenture
witnesseth that she the said Elizabeth Catharine Power by and with the
assent and concurrence of her said intended husband, for and in considera
tion of the premises; and for the further consideration of the sum of five
dollars to her in hand well and truly paid at and before the sealing and
delivery of these presents by the aforesaid Edward Thwing, the receipt whereof
is hereby acknowledged, hath granted bargained, sold, aliened, released
and confirmed, and by these presents doth grant, bargain, sell, alien, re
lease and confirm to the said Edward Thwing his heirs and assigns
One undivided moiety of all that Lot piece or parcel of land, situate,
lying and being in Maiden Land in the City of Charleston, containing
altogether in the whole lot feet, in depth, and feet in width, formerly the
property of John Eberly deceased, and lately the property of her deceased father
John Frederick Wolf, with all and singular the hereditaments and appur
tenances thereto belonging or in anywise appertaining, and the remainders
and remainders, yearly and other rents, issues and profits of all and sin
gular the said premises and all the Estate, right, title interest, easement,

3021 or claim, in law or in Equity of the said Elizabeth Catharine Power of in or to
premises, or any part or parcel thereof, and also, all her Estate of inheritance,
in possession, reversion and remainder, together, with all her rights, titles and
interests which are or may be claimed and ascertained under and by virtue
of the last will and testament of her deceased father John Frederick Wolf,
and also, all her Estate of inheritance in possession, reversion and remainder
together with all her rights, titles and interests which are or may be claimed
and ascertained, under and by virtue of the last will and testa-
ment of her deceased husband Edward Power before mentioned & taken
and to hold all and singular the premises hereinbefore mentioned to be
hereby granted and released, and every of them, and every part and parcel
thereof, with their and every of their appurtenances, to him the said Edward
Thuring his heirs and assigns forever. To and for the several uses, intents
and purposes, and with, and under, and subject to the several powers, pri-
-vileges, limitations and agreements hereinafter declared and expressed
of and concerning the same, that is to say, to the sole and separate use,
benefit and behoof of her the said Elizabeth Catharine Power, notwithstanding
standing her said coverture from and immediately after the solemnization
of the said intended marriage, then and from thenceforth to be by her solely
and separately used, held and enjoyed for and during the term of her natural
life. To permit and suffer her to take to herself, hold, use, occupy, possess
and enjoy all and singular the premises and the yearly and other rents, issues
and profits thereof, without impeachment of and for any manner of waste,
and that free from the interference and control, debts or engagements of her
said intended husband, during the said coverture, and that as fully and
perfectly as though she were discreet. And from and after the decease and
termination of the natural life of her the said Elizabeth Catharine Power
then in trust to and for the use of the Child or Children of the said Eliz-
abeth Catharine Power, lawfully begotten, if there shall be more than one,
and if any such Child or Children shall depart this life during the lifetime of
the said Elizabeth Catharine Power, leaving issue lawfully begotten, then and in
such case the said issue shall represent the parent, and take the share inten-
-ded for such deceased Child or Children, to hold as tenants in common, share
and share alike, to them and their heirs and assigns forever, but if there be
only one child of the said Elizabeth Catharine Power living at the time
of her death, and no issue of any other child previously deceased, then the
aforesaid premises hereby intended to be released and confirmed, to be the
use of the said Child whether male or female, and his or her heirs
and assigns forever, and this Indenture further witnesseth, that in consi-
-deration of the said intended marriage, and in further consideration
of the sum of One Dollar to her in hand paid, at and before the sealing
and

and delivery of these presents, by the said Edward Thwing, the receipt whereof
 is hereby acknowledged, she the said Elizabeth Catharine Power by and with the
 consent of her intended husband testified by his being a party thereto, hath
 -reigned, sold, assigned, transferred and set over, and by these presents
 doth bargain, sell, assign, transfer and set over all and every the sum
 and sums of money, negroes, debts, dues and demands whatsoever, which she the
 said Elizabeth Catharine Power is or may be in her own right or otherwise
 entitled to, under and by virtue of the said will and testament of her
 deceased father, and all the rights, titles, interests, property, claim and
 demand whatsoever, which she has or may have at law or in Equity,
 out of the property or assets of her Father's Estate, and also all and
 every the sum and sums of money, negroes, debts, dues and demands
 whatsoever, which she the said Elizabeth Catharine Power is or may
 be in her own right or otherwise, entitled to, under and by virtue of the said
 Will and testament of her deceased husband the said Edward Power, and
 all the rights, titles, interests, property, claim and demand whatsoever, whi-
 ch she has or may have at Law or in Equity, out of the property or assets
 of her said deceased husband's Estate, To have and hold, take and receive
 the said sum and sums of money, debts, Negroes and other Estates hereby
 assigned or intended so to be, and every part and parcel thereof respec-
 tively, in trust, to and for the uses, intents and purposes hereinbefore
 expressed and fully and particularly declared and set forth, and the
 said Edward Thwing, for himself, his heirs, Executors and Administrators
 doth hereby covenant promise and agree to and with the said Elizabeth
 Catharine Power her executors, administrators and assigns, to do, perform
 and execute from time to time, all such reasonable acts and deeds in law
 and in Equity as may be necessary and expedient for the fully carrying
 into effect the foregoing agreement, In witness whereof, the said Parties
 to these Presents have hereunto set their hands, and affixed their seals
 this aforesaid Sixth day of March in the year of our Lord one thousand
 eight hundred and Twenty two, and in the forty sixth year of the
 Independence of the United States of America. *Elizabeth C. Power & E. Thwing*

Signed, Sealed and delivered in the presence of,

John W. Mitchell, J. H. Mitchell

Samuel Lord L. S.

E. Thwing L. S.

John W. Mitchell made Oath that he saw Elizabeth C. Power and
 Lord & E. Thwing sign Seal and deliver the foregoing Instrument of
 writing for the uses and purposes therein mentioned and that he toge-
 ther with J. H. Mitchell witnessed the same

Sworn to before me this ^{1st March 1822. Sam'l Burger Not. Pub.}

Recorded ^{1st March 1822.}

The State of South Carolina. This Indenture is made this nineteen
of December in the year of our Lord One thousand Eight hundred and twenty
and in the forty sixth year of the Independence of the United States of America
between Mary Kay Lathrop of the City of Charleston in the said State widow
of the first part John King the younger of Charleston aforesaid Merchant
of the second part and John Pratt and Charles Edmonston of Charleston
Esquires of the third part whereas a marriage hath been agreed
upon and is intended to be shortly had and solemnized between the said
Mary Kay Lathrop and the said John King the younger, and whereas
the said Mary Kay Lathrop is seized and possessed in her own right of an
absolute Estate of inheritance in fee simple of and in a Lot of Land he-
reinafter more particularly described, and whereas upon the treaty for
the said intended marriage it has been concluded and agreed that
the said Lot of Land shall be settled and apportioned to and for the several
uses intents and purposes hereinafter expressed and declared of and
concerning the same now therefore this indenture witnesseth that in
consideration of the said intended marriage and of the said agree-
ment and also in consideration of the sum of Five Dollars to her in
hand paid, the receipt whereof is hereby acknowledged she the said
Mary Kay Lathrop hath granted bargained sold, assigned, released
conveyed and confirmed and by these presents doth grant, bargain sell, assign
release convey and confirm unto the said John Pratt and Charles Edmonston
all that lot piece or parcel of land situate lying and being on the East side
of Archdale street in the City of Charleston aforesaid measuring and conta-
ining in front on the said street Twenty eight feet more or less and
in depth from West to East One hundred and nineteen feet more or less
butting and bounding to the west on Archdale street aforesaid to the south
on lands now or lately of Mr Barbara Keetner, to the east on lands now
or lately of the Estate of Francis Cobia to the North on lands now or
lately of the Estate of Hugh Twinton Junior together with all and
singular the rights members privileges hereditaments and appurtenances
to the said premises belonging or in any wise incident or appertaining
to have and to hold all and singular the premises beforementioned
with their appurtenances unto the said John Pratt and Charles Edm-
ondston their heirs and assigns forever In trust nevertheless and to
and for the several uses intents and purposes hereinafter expressed
and declared of and concerning the same and she the said Mary Kay
Lathrop doth hereby bind herself, her heirs, executors and administrators
to warrant and forever defend all and singular the premises aforesaid
unto the said John Pratt and Charles Edmonston their heirs and
assigns against herself and her heirs and against every person whom

whomsoever lawfully claiming or to claim the same or any part thereof
trust nevertheless to take collect and receive all and singular the rents ips
income, and profits of the said Lot of Land hereinbefore granted and the same
from time to time and at all times hereafter to apply appropriate and per
petual to and for the joint use benefit and behoof of the said Mary Kay Lathrop
and John King the younger during the term of their joint lives and should
the said Mary Kay Lathrop survive the said John King the younger or
the said John King survive the said Mary Kay Lathrop then to and for
the sole use benefit and behoof of the survivor of them during her or his
natural life, and upon the death of the survivor of them the said Mary
Kay Lathrop and John King the younger then in trust to and for
the sole use benefit and behoof of the lawfully begotten issue of the said
Mary Kay Lathrop living at the death of the survivor of them the said
Mary Kay Lathrop and John King the younger if one then to that one
his or her heirs and assigns, absolutely and forever and if more than
one then to them their heirs and assigns absolutely and forever as tenants
in common, and in the event of either the said Mary Kay Lathrop or
before the death of the survivor of them the said Mary Kay Lathrop and
John King the younger any other of the lawfully begotten issue of
the said Mary Kay Lathrop shall have married and died leaving
lawfully begotten issue alive at the death of the survivor of them the said
Mary Kay Lathrop and John King the younger then and in that
case in trust that the lawfully begotten issue, of such issue of the
said Mary Kay Lathrop so dying as aforesaid, have take and re
ceive the same share or shares in the property herein before conveyed
as his her or their parent or parents would if alive have had taken
and received to him her or them, and to his her or their heirs and assigns
share and share alike absolutely and forever as tenants in common, and
should the said Mary Kay Lathrop survive the said John King the younger
or the said John King the younger survive the said Mary Kay Lathrop
and no lawfully begotten issue of the said Mary Kay Lathrop nor no la
wfully begotten issue of such issue of the said Mary Kay Lathrop be
alive at the death of the survivor of them the said Mary Kay Lathrop
and John King the younger then and in that case in trust to and
for the use benefit and behoof of such person or persons and for such
estate or estates as the survivor as aforesaid of the said Mary Kay Lathrop
and John King the younger may by deed duly executed under his
or her hand and seal or in and by her or his 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 in trust to and for the use benefit and behoof of the

55 the right heirs of the survivor of them the said Mary Kay Lathrop and
King the younger absolutely and forever freed and discharged from all
further and other trusts, and also in trust that from time to time
and at all times hereafter it shall and may be lawful to and for
the said John Pratt and Charles Edmondston Trustees as aforesaid and
the survivor of them their heirs and assigns by and with the advice
and consent of the said Mary Kay Lathrop and John King the younger
or of the survivor of them to sell mortgage and dispose of the said Lot
Land and premises hereinbefore conveyed as often and in such ways as
may be thought most beneficial and advantageous and the proceeds
thereof to reinvest and the same again to sell mortgage or dispose of
as often and in such ways as then the said John Pratt and Charles
Edmondston Trustees as aforesaid and the survivor of them their heirs
and assigns by and with the advice and consent of the said Mary Kay
Lathrop and John King the younger or of the survivor of them may
think most beneficial and advantageous subject always nevertheless
and for the same uses intents and purposes hereinbefore expressed and
declared of and concerning the same; and it is further mutually con-
nected promised and agreed by and between the parties to these presents
that it shall and may be lawful to and for the said Mary Kay Lathrop
and John King the younger & the survivor of them by and with the
advice and consent of the said John Pratt and Charles Edmondston
or of the survivor of them their heirs and assigns first had and obtained
in and by their her or his deed under their her or his hand and seal
when and as often as it may be thought proper to constitute nominate
and appoint another Trustee or Trustees in the place and stead of the
said John Pratt and Charles Edmondston or of the survivor of them
their successor or successors and the successor or successors as Trustee or
Trustees as aforesaid last constituted nominated and appointed shall
and will possess and enjoy all and singular the rights powers privi-
-leges and authorities and be subject to all the duties responsibilities and
liabilities of the said John Pratt and Charles Edmondston as Trustees
as aforesaid. In witness whereof the said parties to these presents have
hereunto respectively set their hands and seals the day and year in that
behalf first above written.

Signed Sealed & delivered in the presence

Mr. George Spidler Ann E. Lesesne }

Charles Winthrop John A. Ludlow }

John A. Ludlow made Oath that he saw John Pratt & Charles Ed-

-mondston sign & deliver the foregoing instrument of writing for the
uses and purposes therein mentioned and that he together with

Mary Kay Lathrop / L.S. /

John King Jr. / L.S. /

John Pratt / L.S. /

Char. Edmondston / L.S. /

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with Charles Winthrop witnessed the same - Sworn to before me this 14th March 1822. Sam'l Burger Not. Pub. John George Spofford made Oath that he and Mary Kay Lathrop & John King Ch. Sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he together with Ann E. Lescure witnessed the same sworn to before me this 14th March 1822. Benj't Elly P. Not. Pub. Recorded 14th March 1822.

South Carolina. This Indenture made the twentieth day of March in the year of our Lord, One thousand eight hundred and twenty two between Elizabeth Harriet Holmes and Thomas Gadsden of the one part and James J. Edwards of the other part, all of Charleston in the said State, witnesseth that whereas the said Elizabeth Harriet is possessed of nine negro slaves, to wit, Ned, Mary, Lydia, Hester and her two children, Willoughby & Katz Jane and her two children Joseph and Abram and whereas the said Thomas is seized and possessed of a certain lot of land situated on the east side of Church Street continued measuring sixty feet in width, and one hundred feet in depth, bounded on the North by a Lot of land belonging to the Estate of William Holmes, on the East by a lot of land belonging to Mr. Elizabeth Holmes, on the South by a lot of land belonging to James Lowndes & on the West, by Church Street, and whereas the said Thomas has erected on the said lot a dwelling house, and whereas the said Thomas did purchase the said lot above described from the estate of William Holmes, and it was agreed at the time of the purchase that the Bond of the said Thomas given for the payment of the same should be passed to the said Elizabeth Harriet as a part of her share of the estate of the said William Holmes and whereas a marriage is about to be had between the said Elizabeth Harriet and the said Thomas and whereas it hath been agreed by the said Elizabeth Harriet and Thomas that previous to the said marriage the above mentioned Negroes, and House & Lot should be made over to the said James J. Edwards on certain trusts, now this indenture witnesseth that in consideration of the said marriage and in pursuance of the said agreement, and for the purpose of settling conveying and securing the said Negroes, and the said House & Lot to the uses intents, and purposes hereinafter expressed and in the further consideration of the sum of one dollar to the said Thomas Gadsden in hand well and truly paid by the said James J. Edwards at and before the sealing of these presents the receipt whereof is hereby acknowledged, he hath granted bargained sold and aliened, and by these presents the said Thomas doth grant bargain sell and deliver unto the said James J. Edwards his heirs Executors administrators or assigns forever, the Negroes, and house & lot above mentioned

To wit: Ned, Mary, Lydia, Webster and her two children, Willoughby & Tom
 and her two children Joseph, and Abram, and the said house & lot in
 church street, with the future increase of the said female slaves, and all
 the right and title claim and demand, both at law & in equity of him
 the said Thomas of or to the said property to have and to hold the same
 unto the said James T. Edwards, his heirs Executors administrators & assigns
 forever, to and for the uses and intents and purposes herein after expressed
 and declared of and concerning the same respectively, that is to say
 In trust that he the said James T. Edwards his heirs Executors adm.
 -inistrators or assigns shall & will from time to time receive the profits
 arising from the said negro slaves, and the rents of the said house & lot in
 church Street and apply the same to their support and maintenance
 of the said Elizabeth & Harriett and the said Thomas during their joint
 lives, and upon this further trust after the death of either the said Elizabeth
 Harriett or the said Thomas to receive and pay over the said profits of the
 said negroes & the said rents of the said house & Lot, to the survivor for
 life, and if there should be issue of the said marriage, then in trust
 to receive the said profits of the said negroes and the said rents of the
 said house & lot after the death of the said Elizabeth Harriett and
 the said Thomas for the use of the children of the said marriage share
 and share alike, or in such shares as the said Thomas by his last testa-
 -ment shall appoint and if there should be no child or children of
 the said marriage then the said negroes, and the issue of the said fem-
 -ales and the said house & lot to rest absolutely in the survivor and it
 is hereby agreed by the said Elizabeth Harriett and Thomas and the
 said James T. Edwards, that the said James his executors administrators
 or assigns may at any time sell the said negroes and the issue of the said
 females, and the said House and Lot and lay out the proceeds in other
 property real & personal subject to the same trusts above expressed, and that
 the said James may borrow money on the credit of the said property, by pledging
 the same or in any other way the said money to be invested in other property
 real & personal subject to the same trusts as those expressed in this deed in
 witness whereof the parties have set their hands & seals the day & year above
 written.

Elizabeth Harriet Holmes /G.S.
 Thomas Gadsden /G.S.

Sealed & delivered in the presence of
 Philip Gadsden P. Fisher Gadsden
 Philip Gadsden P. Made Oath that he saw Elizabeth Harriet Holmes
 Thomas Gadsden & James T. Edwards Sign Seal and deliver the for-
 -going instrument of writing for the uses and purposes therin mentioned and
 that he together with Fisher Gadsden witnessed the same.

Sworn to before me this 20th March 1822. Benj: Elfr. Jr. Not Pub.

- Recorded 20th March 1822

~~South Carolina~~

This Deed was made the day of January
in the year of our Lord one thousand eight hundred and twenty two,
between Daniel Nettle and James Hamilton Jr. Esq'rs of the
one part and Benjamin Higgin both of Charleston in the State of South
Carolina of the second part, the said Daniel & Benjamin being personally
present. Whereas a marriage had recently intended to be had and solemnized
between the said Daniel Nettle and Benjamin Higgin and the said
Daniel is now entitled by virtue of the last will and testament of his father
the late James Hamilton Nettle to the house and lot known by the
letter Duly described as to a certain other interest or unclaimed part of
the estate of the said James Hamilton Nettle in consequence of the death
one of the children of his said father, provide for us and by
his said will and is also entitled to a certain proportion or distribution
of the estate of his said father which several interests it is the wish of the
parties to these presents to be waived and settled upon the terms & trusts
hereinafter set forth, and to the said Benjamin Higgin do you testify his appre-
hension by your selfe to have beene fully satisfied therewith, wherefore we are to con-
tract under the seal of the said parties and also in consideration of the sum
of five dollars by the said James Hamilton paid to the said Daniel Nettle
& Benjamin Higgin in payment for what whereof they as herby acknowledge
that the said Daniel Nettle hath parted bargained sold alienated apportioned
partitioned set over and by these presents with quiet bargained sell given ap-
portioned and delivered unto the said James Hamilton his son, all that Part
of land situate on the South side of Long Street within the City of Charleston in
the State of South Carolina bounded generally as a plan of the said City by No. 46 but
now by No. 49 containing in front on said street forty two feet more or less
in depth running from East to west six丈 feet and twenty feet more or less
bearing to the East of Long Street to the north or lines of
the said street and 18 feet to the right or lands of the Estate of C. Barn-
bridge and to the North or lands of Joseph Pittman together with all and so
long as the said Daniel Nettle doth remain in the possession of the said James
Hamilton his son who is said to have agreed to hold all and singular
the said lands and personal estate and furniture fully intended to be Benjamin
Higgin sold and delivered to him yearly and every year for ever and quiet therefrom with their
appurtenances unto the said James Hamilton Jr. in trust for and to the
use and benefit of himself and his wife the said Daniel Nettle until the due solen-
nitie of the said marriage and upon and upon and immediately af-
ter the concluding thereof them to best for and to and for the sole use

370. benefit and behoof of her the said Harriet paid clear & absolute sinking fund from the control and command and entire calling of her the said Benjamin Hager and to be in no wise subject to or liable for his present or future debts charges or incumbrances many or either of them left to be as if she were a free woman and to permit & suffer her the said Harriet Wilson to take use and enjoy the rents issues and profits of the said premises and the interest & income of whatever estate or property she may acquire under the said will or otherwise to and for the sole use and benefit of her the said Harriet notwithstanding her intended marriage (and as if she had a ~~free~~ will) paid clear & absolutely discharged as a person of and from the control and command and entire calling of her the said Benjamin Hager and to be in no wise subject to or liable for his present or future debts charges or incumbrances and also in trust to permit and suffer the said Harriet Wilson notwithstanding her marriage by any deed instrument of writing or will to dispose of to any person or persons whom she may think proper the whole or any part of the estate which she has acquired or may acquire or may acquire from her said Father last will and testament the said trustee joining in the said or instrument of writing making such disposition but the said Harriet Wilson reserving to herself the right to make such testamentary disposition as may seem meet to her without the control or interference of the said Benjamin Hager or of the said trustee, In witness whereof the said parties to these presents have hereunto interchangably set their hands this date the day and year first before written above and on the second page being first obli-
te-
red.

J. Hamilton Jr. Esq.
Signed & delivered the alterations being first made A. Wilson Esq.
in presence of Ann Bragg Peter Tillmarant Bay. Shephard Hager Esq.

Schedule of the property referred to in the foregoing deed
A House and lot on King Street, A House and lot referred to in the will of J. S. Wilson or Orange Street, Mary and her children Peggy and a Boy a young negro now at the Carpenter's Head County two South Carolina Bank shares and sum any articles of Household furniture all of which are as yet undivided also a claim upon W. Smith Esq; at present pending in the Court of Equity of South Carolina for Charleston district J. Hamilton Jr. Esq. J. S. Wilson Esq. Bay Shephard Hager Esq.
Peter Tillmarant made oath that he saw James Hamilton Jr. Harriet Wilson and Bay. Shephard Hager sign seal and deliver the aforesaid instrument and Schedule for the uses and purposes therein mentioned and that he with Ann Bragg interposed the seal
Done to be signed and this 25 February 1823. J. P. Bell Gell Notary

Received 25 Feby 1823.

The State of South Carolina & There all entit by their present
 City of Charlestown Joseph Impholme of Longmore in
 the State aforesaid am held and firmly bound unto Jacob Myers and Israel
 Solomons in the full & just sum of eight thousand dollars to be paid to
 said Jacob Myers and Israel Solomons their executors & administrators
 and trustees or assigns to which payment all and truly to be made and done
 I bind myself my heirs executors & administrators firmly by these presents
 sealed with my seal and dated this twentieth day of March one thousand
 eight hundred and twenty two - Whereas a marriage is about to be had and
 solemnized between the said Joseph Impholme Junr and Miss Frances Alexander
 daughter of Abraham Alexander of Charlestown and the said Joseph Impholme
 Junr has agreed to pay into the hands of Jacob Myers and Israel Solomons
 aforesaid the full and just sum of Two thousand dollars on a convenient
 time after the intermarriage aforesaid, to be held by them and the survivors of
 them and their heirs executors & administrators for such uses as for
 the following uses and no other that is to say, in trust for the said Frances
 Alexander during her natural life to pay and apply the interest of the said
 sum of Four thousand dollars to the support and maintenance of the said
 Frances and from and after the death of the said Frances then in trust for
 the child or children of the said Frances Joseph to be named where he
 shall be able in the mean time to apply so much of the proceeds of the sum
 aforesaid as may be necessary to the support of the said Frances Joseph &
 to the support and education of such child or children as the said Frances
 Joseph may have - Now the condition of the above obligation is as follows
 if the said Joseph Impholme Junr his executors & administrators as and shall
 well and truly pay a cause to be paid to the said Jacob Myers & Israel
 Solomons or their survivors the heirs executors & administrators of such an
 amount on a convenient time after the intermarriage about to be solemnized as
 aforesaid the sum of Four thousand dollars to be applied and used upon the
 trusts aforesaid then the above obligation to be void a day to commence in
 full force and virtue -

I Joseph Jr. Esq.

Signed sealed & delivered in the presence of Abs. Cohn Sampson Solomons
 State of South Carolina & Personally appeared before me and Sampson Solomons
 City of Charlestown James who being duly sworn deposed that he
 was present and saw Joseph Impholme Junr sign seal and as his agent do
 deliver the within instrument of writing for the uses trusts and purposes
 therein particularly specified and that he together with Abs. Cohn
 and in the presence of each other did subscribe their names as witnesses
 thereto - Sampson Solomons -

Given to h[im] to witness this 28th March 1822. Benj. A. Jr. Not publ
 Recd at 28 March 1822 -

372. State of South Carolina. This Inventory made the 15th day
of August, in the year of our Lord one thousand
and eight hundred and nineteen and of the sovereignty & Independence of
the United States of America the forty third. Between Elizabeth Ann Cole,
widow of the late John Evans of the parish of Saint Luke district aforesaid of the
first part and John Evans of the same place of the second part and John Evans
and Rebekah Sophia Naylor of said parish of the third part Whereas
marriage is by the law of God intended to be wholly solemnized between
said John Evans & Elizabeth Ann Cole parties to these presents and the said John
Evans is possessed of a certain property by a schedule hereunto annexed (which
certainly describes) made and executed at the time at the time of signing these
presents they the said parties have agreed that the same shall be settled and de-
cided in the manner herein after specified. Now therefore this Inventory wit-
nesseth that in consideration of the intended marriage and of its taking effect
and to settle and secure a competent maintenance and support to and for
the said Elizabeth Ann Cole in case she shall survive the said John Evans
and also for and in consideration of the sum of Two dollars good & lawful
money of this State to the said Elizabeth Ann Cole in her a will and duly
made by the said John Evans and Rebekah Sophia Naylor and before the del-
ivery and delivery of other presents the receipt whereof is hereby acknowledged the
the said Elizabeth Ann Cole with the consent and approbation of the said John Evans
designed by his being a party to the sealing & delivery of these presents with
grant by you & all unto the said unto the said John Evans and Rebekah
Sophia Naylor all the property that shall be by the schedule hereunto annexed
described and to the survivor of them and the executors or administrators of such
survivor in trust nevertheless and to and for the purposes and subject to and for
the conditions hereinafter mentioned to and for no other uses or purposes whatever
that is to say first in trust under this condition & promise that the said John Evans
and Rebekah Sophia Naylor and the survivor of them and the executors or administrators
of such survivor as and shall furnish and suffer the said John Evans from time imme-
diately after the solemnization of the said intended marriage to take possession of all
such property as the said Elizabeth Ann Cole may at that time be in possession
of and also such as may by inheritance or any other way devolve to her the said
Elizabeth Ann Cole hereafter for and during the joint lives of them the said John
Evans and Elizabeth Ann Cole his intended wife to whom joint substitute as to
the profits arising from the worth and labor or service of such property
as to be applied without the interference molestation or hindrance of either the
said John Evans and Rebekah Sophia Naylor or either of them their or either
of their executors or administrators of any thing, Secondly we trust under this
promise and condition the said Elizabeth Ann Cole is empowered hereby at
all times to make her own will and testament appoint her own executors

373 and bequeath all and singular whatever property she may at that time
anytime be possessed of to whom she pleases & think fit without restrain or han-
drance either from the said Norton and Rebekah Sophia Norton or the one part or
the said John Evans or the other part and that such will effectually give
possession of all and every such property as shall be by the said John Evans or his
assigns or that she may at any time here after intend it as full and ample
a manor as if he she or they the executors or heirs had devised his her or their
little trusts by purchase or any other absolute conveyance and all trust respecting
the premises is then to be at an end and determined, firstly in trust and on
this puris, that in case the said Elizabeth Anne Bole should move the said John
Evans that then the said John Evans & Rebekah Sophia Norton and the executors of
them & the executors or administrators of such survivor as and shall affectually give
devise and unto the said Elizabeth Anne Bole all such property with their future
increase as she may be possessed of from the date of these presents and thereafter
the same are to hold to her the said Elizabeth Anne Bole her executors administra-
tors and assigns for ever in as full and ample a manor as if he she or they
had devised her or their little trusts by purchase or any other absolute conveyance
and all trust respecting the premises is then to be at an end and determined
Provided nevertheless that in case the said intended marriage between the said
John Evans and Elizabeth Anne Bole shall not take effect that then this instrument
may matter and thing herein contained shall cease and be of no more effect
than if the same should never have been made. In witness whereof the parties
aforesaid have interchangably set their hands and seals the day typed first
above written —

Signed Sealed & delivered

in the presence of

William Jnr. Norton. Josiah H. Norton

Schedule

List of Property belonging to M^r. Elizabeth Anne Bole of St. Lukes Parish in-
tended to be attached to a Marriage and a contract about to be executed between
the said Elizabeth Anne Bole and John Evans of the first part and John Na-
ton and Rebekah Sophia Norton trustees of the second part Property in poss-
ession is as follows viz. by sugars named Ihamel say Lucy and say Martha
Signed Sealed duly executed & attached to the Elizabeth Bole Esq.
Under contract above mentioned on the purvance John Evans. Esq.
of us William Jnr. Norton. Josiah H. Norton Jn. Norton. Esq.
St. Lukes Parish & personally appeared before me William Jnr. Norton who being duly
sworn deposed & said that he was present at the executing of this
written and that himself and Josiah Norton did see the parties sign
their names to the same and at their request subscribed their names as
witnesses thereto and this deponent further swears that they did witness

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at the same time the execution of the Schedule thereto annexed
 William Jno^r. Watson
 Esq^r to before me 26th day of August 1821 W D Martin Esq^r Notary
Recorded 9 April 1822.

375.

State of Georgia

This Indenture made this twenty ninth day of December in
 the year of our Lord one thousand eight hundred and twenty one. Between George
 W^rks of the City of Savannah Merchant of the first part, Miss Ann Agnes Baldwin
 widow of Charles parish in the State of South Carolina of the second part and
 James Kirk of the said parish and State of the third part. Witnesseth that in
 consideration of a marriage or a marriage intended by Gods permission to be had
 and solemnized between the said George W^rks and the said Ann Agnes Baldwin
 & for the consideration of one dollar lawful money of said State by the said James
 Kirk to the said George W^rks in hand at and before the sealing & delivery of
 these presents well and truly paid the receipt whereof is hereby acknowledged and
 for divers other good causes and considerations hereunto moving he the said
 George W^rks hath bargained sold & delivered and by these presents doth bargained
 sell and deliver unto the said James Kirk his executors administrators & assigns
 the following negro slaves to wit Buff Betty Dick May Rachel May Peaches & few
 Peggy and Tom together with the future issue and increase of the female slaves
 to have and to hold the said negro slaves with the future issue & increase of the
 female slaves unto the said James Kirk unto the said James Kirk his executors admi-
 nistrators & assigns for ever and wherasthe said Ann Agnes is or may be concomitant
 entitled to certain real and personal estates, which cannot now be specified and
 designated the said estates being at present not capable of ascertainment. Where-
 threfore this I am this witnesseth that for the considerations aforesaid the said
 George W^rks doth consent that the said real and personal estates so soon as the said
 Ann Agnes Baldwin shall be intitled thereto or become vested thereof shall
 be and they and hereby convey'd to the said James Kirk his executors admi-
 nistrators & assigns. In trust over theip to and for the best benefit and behoof
 of the said Ann Agnes Baldwin her heirs & assigns for ever and not to any
 other w^s purpose or purpos what so ever. In witness whereof the said par-
 ties to this deed have hereunto affixed their hands and seals the day and
 year first before written and in the thirty sixth year of America's Independence
 Signia Testid and delivered in presence of Ss. W^rks. S.S.
 Henry Pannister Baldwin, Mary E. ^{Witness} Ann Agnes Baldwin. S.S.
 Baldwin Kirk, Lydia M. Baldwin James Kirk. . S.S.

State of Georgia Before me James Eppinger a Justice of the Peace
 Chatham County in and for said County personally appeared Henry
 Pannister Baldwin of Beaufort district in the State of South Carolina
 who being duly sworn deponeth and saith that he was present and did

375 see page 40 one, Ann agrees Baldwin and Ann Palmer and Thomas
only sign deal and except this instrument and that Henry & Baldwin
that and sign all Baldwin are present at the execution thereof and
subscribed to the same as witness with the aforesaid Henry Baldwin
comes to before me the 21st March 1839. J. E. Springer, Notary
Public.

Received 25 April 1839.

State of South Carolina

This Instrument of three parts made between

Thomas Ashby of St. Thomas's parish of State aforesaid planter of the first place
Elizabeth Snell of St. Stephen's parish of the second part and Stephen G. Doreau
and Thomas Palmer of the third part. Whereas the said Elizabeth Snell is
proprietor of and intituled to negroes and other personal property in the State aforesaid
under the will of her late father Francis Rose of St. Stephen's parish deceased and
otherwise and whereas a marriage has been agreed upon and is intended to be
shortly hereafter had and solemnized between the said Thomas Ashby and the
said Elizabeth Snell upon the contract of which marriage the said Thomas
Ashby hath agreed that if the same shall take place that the negroes aforesaid
with their future issue and other property aforesaid shall be carried settled ap-
pointed & transferred to the several uses upon the trusts & to & for the several intents &
purposes herein after limited expressed and declared of and concerning the same.
Now therefore this Instrument witnesseth that in consideration of the said intended
marriage and in pursuance of and further performance of the several
agreements entered into upon the treaty for the said marriage and
also for and in consideration of the sum of one dollar by the said Stephen
G. Doreau and Thomas Palmer to the said Elizabeth Snell in hand paid
at and before the sealing and delivery of these presents thenceforth who of is
hereby acknowledged by the said Elizabeth Snell with the party and
consent of the said Thomas Ashby her intended husband & to be by
him being a party to and sealing and delivering these presents hath granted
bequeathed & alienated aforesaid transferred and delivered to the said Stephen
G. Doreau & Thomas Palmer the aforesaid negroes with their future issue and
and other property aforesaid to the said Stephen G. Doreau & Thomas Palmer
the sume of them and the executors and administrators of such sume paid
henceforth upon such trusts & to & for such intents and purposes and under and
subject to such conditions & agreements as are herein after expressed and declared
concerning the same in trust for the said Elizabeth Snell has executors adminis-
trators and assigns until the solemnization of the said intended marriage and
from and immediately after the solemnization thereof in trust to himself and
suffer the said Thomas Ashby during the joint lives of him the said Henry
Ashby and of her the said Elizabeth to hold the said negroes with their fu-
ture issue and other property aforesaid conveyed aforesaid transferred & deliv-

376 to the said Stephen & Docracy and Thomas as aforesaid & to have and enjoy
the rents & issues and profits thereof of every part thereof free from & not subject
to the control or interferences of the said Stephen & Docracy & the said Thomas
Palmer either of them the aforesaid negroes & other property & the rents & issues
profits thereof of every part thereof to be also free from & not subject or liable to
the debts engagements or incumbrances of the said Thomas Ashby to the joint and
several and maintenance of them the said Thomas and the said Elizabeth
during their joint lives & from and after the death of the said Thomas or the said
Elizabeth as trust to permit and suffer the negroes of them to have hold & keep
and enjoy the aforesaid negroes and other property and the rents & profits
thereof of every part thereof to him or her and during his or her life and at the
death of the survivor of them the said Thomas and the said Elizabeth
then in trust to permit & suffer the child or children of the aforesaid intended
married living at the death of such survivor to have and to hold the said
negroes & other property aforesaid to him or her or them if more than one to his
her or their heirs equally to be divided between them & shall alike constituents in
common and not as joint tenants and to his or her or their executors administrators
successors for ever. But if the said Thomas should die leaving the said Elizabeth
or the said Elizabeth should die leaving the said Thomas without issue living of
the aforesaid intended married at the time of his or her death then in trust to
permit and suffer the survivor of them the said Thomas & the said Elizabeth to have
to hold the negroes with their future issue & other property aforesaid together with all
the rents & issues & profits thereof to him or her and his or her executors administrators
successors for ever, And whereas it may be found expedient and advisable to sell
the said negroes & their issue convey and transfer as aforesaid to the
said Stephen & Docracy & Thomas Palmer it is therefore covenanted and agreed
by and between all the parties of these presents that it shall and may be law-
ful for the said Thomas Ashby and the said Elizabeth his intended wife during their
joint lives to sell and dispose of each of the negroes and their issue aforesaid as they may
from time to time or at any time think fit to sell & dispose of provided they shall
both join in the conveyance transfer and sale thereof in writing under their hands
& seals and provided also that the money or other consideration which shall be
may be received for the property so carried or transferred be vested in other for
the uses & purposes & subjects & liable to the trusts limitations & agreements contained
in this deed concerning the property which shall or may be disposed of carried
& transferred as aforesaid In witness whereof the parties to these presents have
hereunto set their hands & seals this sixteenth day of April in the year of our
Lord one thousand eight hundred and twenty two - Thos. Ashby. L.S.
Elizabeth Smither - Stephen & Docracy. L.S. Thos. Palmer - signed
Sealed & delivered in the presence of Christopher R. Green, James E. Corman
James E. Johnson made oath that he saw Thomas Ashby, Elizabeth

Witnes Stephen Glenny and Charles Robins signed before me
paying instrument of writing for the uses of his party and in the name
of which Christopher R. Estes interposed the said -

Snow to before mid term 11 May 1822. Sam'l Rogers Notary

Presented 11 May 1822.

The State of South Carolina

This Indenture greater partie made the
day of April in the year of our Lord one thousand eight hundred and
twenty two. Between Margaret McDowell of Charleston in the state aforesaid
widow of the first party, Parmiter Lester of the said place of the second party,
Anthony P Shuckelford of the same place of the third party, and William H Smith
of Williamsburgh district Esquire of the fourth party. Whereas a mar-
riage is intended by Divine permission shortly to be had and solemnized be-
tween the said Margaret McDowell and the said Parmiter Lester, &c. &
whereas the said Margaret McDowell is now lawfully and rightfullly possessed
in her own right of and in the following negro slaves named July by said
Jinny Jim and Nancy and also Simeon and property in her own name
as of fee of one half of a certain plantation or tract of land situated in the
district of Williamsburgh, a certain stock of cattle a Horse and chair and so
hump a buck and household & kitchen furniture and the use of a certain
lot in Georgetown and known in the place of said town by the number ()
with the dwelling house and other buildings thereon during her natural life in
which said lot the said Margaret McDowell now lives. And whereas in prospect and
consideration of the said intended marriage the said Parmiter Lester and the said
Margaret McDowell have agreed that the said Margaret McDowell should -
geld - bargain all and release the said negro slaves and moiety of land the use
of said lot in Georgetown with the future issue and increase of the female slave
unto the said Anthony P Shuckelford and William H Smith Esquires their
executors and administrators - In trust monthly and to and for the several
respective uses intents and purposes herein after mentioned aforesaid to declare of
concerning the same - Now the chancery interposes that in pursuance of the
said agreement and in consideration of the said intended marriage to be for and
in consideration of the sum of money to the said Margaret McDowell in hand well &
truly paid by the said Anthony P Shuckelford and William H Smith
Esquires at and before the sealing and delivery of these presents the receipt where
of is fully acknowledged and for settling and paying all and singular the sum
so to and for the several uses intents and purposes herein after mentioned and
declared of concerning the same she the said Margaret McDowell by with the
party consent aforesaid and agreement of the said Parmiter Lester testified by
his being made a party to and signing sealing and delivering the presents
Hath granted bargained sold and delivered and by their parents both

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grant bargain still & released and in due form of law delivered unto the said
B Shadelford and William H Smith Esquires their heirs executors & administrators
all and singular the said negro slaves moiety of land the use of left after father
above mentioned and future issue and interest of the female slaves & having
to hold the said negro slaves moiety of land use of left under both aforesaid con-
ditions and future issue and interest unto the said Anthony B Shadelford and
William H Smith Esquires their heirs executors administrators & assigns from
In trust upon them to and for the said himself and behalf of the said Mo-
grant McDowell her heirs executors administrators & assigns until the said
intended marriage shall be solemnized and take effect and from and
immediately after the solemnization of the said intended marriage then in
trust for the use of the said Penruiter Lester and the said Margaret McDowell
his intended wife for and during the term of their joint lives, and in case the
said Margaret McDowell should die before the said Penruiter Lester then and after
and in trust for the use of her the said Margaret McDowell so surviving for
and during the term of her natural life and from and immediately after her
death in trust as to the Negro slaves named July Lydia Simey Simey and
Nancy & the future issue and interest of the females to and for the use of all
singular the child and children of the said Margaret McDowell who may
be alive at her death and the issue of any child or children that may die in her
life time equally to be divided among them the issue of any deceased child
to take on the said division one share in right of his her or their parent or parents
But in case the said Penruiter Lester should survive her the said Margaret
McDowell then from immediately after her death In trust as to ^{the} Negro slaves
named July Lydia Simey Simey and Nancy and the future issue and interest of
the females to and for the use of the said Penruiter Lester so surviving for and
during the term of his natural life and from and immediately after his death
In trust as he or she might and declare of and concerning the said last men-
tioned slaves and interest in case of the said Margaret McDowell surviving the
said Penruiter Lester and in case the said Margaret McDowell should die before
this life before the said Penruiter Lester the property hereinbefore mentioned
which is not given for the use of the said Penruiter Lester to go as is hereinafter
provided concerning the same after the death of the said Margaret McDowell in
case of her surviving And this creature further with this that in consideration
of the said intended marriage and in pursuance of the said agreement
entered into upon the treaty of the said marriage the said Penruiter Lester
doth for himself his heirs executors & administrators covenant & agree to &
with the said Anthony B Shadelford and William H Smith Esquires their executors
administrators & assigns that the said Penruiter Lester shall and will from time to
time and at all times hereafter joint concurred with the said Margaret McDowell
his intended wife in all such acts deeds assignments and appearances in the

379 in the law as by the Counsel of the said Margaret McDowell shall be deemed or deemed necessary for effecting a fair going delivery and giving all such typical and personal as may hereafter occur or come in his power by will done otherwise to the said Margaret McDowell at any time or times during her intended continuance to which she may in any way be entitled to be and upon the several trusts intent and purpose and subject to and upon the same persons forwises declarations and agreements herein before mentioned concerning the aforesaid slaves named July dyed Jemmy Sam and Nancy and it is further agreed and it is hereby declared to be true intent and meaning of the parties and of the parties here unto that among the continuance of the trust hereby imposed on the said Anthony B Shackson and William Helmuth Esqrs their heirs executors and administrators the property hereinbefore mentioned shall not in any wise be subject to the alienation or debts contracted or to be contracted of the said Bannister Sister - In witness whereof the said parties to these presents have signed in their hands and seals the same day and year first above written -

John McDowell. Jr.

Amelia Lester - 2d.
A B Shackson. 2d.

W Helmuth. 2d.

Sam'l Smith - Robert Lester

Sealed and delivered in the presence of

Sam'l Smith - Robert Lester

Appeared before me Samuel Smith whom I doth legal form now make known Bannister Sister Margaret McDowell, A B Shackson and W Helmuth were the within instrument of writing for the uses & purposes therein mentioned and that to the said Samuel Smith together with Robert Lester submitted their names as witnesses thereto -

Sam'l Smith -

Given before me this 30 April 1822. Isaac Carr Esq t N.Y.

Signed 13 May 1822.

State of South Carolina

This indenture tripartite made this twenty sixth day of March in the year of our Lord One thousand eight hundred and twenty two between Edward Christopher Birch of the first part Ann Mc Gants Rivers of the second part and Robert Anderson & Sarah Taylor trustees appointed by the said parties of the third part, whereas the said Ann Mc Gants Rivers is possessed of a negro woman named Hager given to her by Deed of gift by Aunt Ann Mc Gants and is also entitled to about two thousand Dollars from the Estate of her grandfather the late Valley Rivers, and whereas the said Ann Mc Gants Rivers has certain expectations from the estate of her aunt the said Ann Mc Gants after the death of the said Ann Mc Gants, all which said Estate either in possession remainder reversion or expectancy as well as all and any other Estate which the said Ann Mc Gants Rivers is now entitled unto or may hereafter acquire in any manner or way it is hereby expressly agreed

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between the said parties, shall be included in this settlement, in
a marriage is to be shortly had and solemnized between the said Edward Christopher Purch and Ann M^c Gants Rivers, and in consideration of
said marriage contract it has been agreed between the said Edward Christopher Purch and Ann M^c Gants Rivers that prior to the solemnization
of the said marriage all and singular the right title and interest prop-
erty and share of the said Ann M^c Gants Rivers of what quality, de-
nature or amount the same may be, in and to all and singular the
said two thousand Dollars and other property and estate above referred to
described, together with all other property which the said Ann M^c Gants
Rivers may hereafter become entitled unto, in any manner or way, to
be granted bargained, sold and released, assigned, transferred and
over by the said Ann M^c Gants Rivers unto the said Robert Anderson and Josiah Taylor their heirs Executors and administrators to the uses and upon the
trust herein after particularly expressed and declared of and concern-
the same - Now know all men by these presents that in consideration of
said intended marriage and of the marriage contract above recited one
of five dollars to her paid by the said Robert Anderson and Josiah Taylor
with the priority and consent and approbation of the said Edward Christopher
Purch testified by his being a party to these presents, she the said Ann M^c
Gants Rivers hath bargained sold released assigned transferred and set on
and by these presents doth bargain, sell release assign transfer and set on
unto the said Robert Anderson and Josiah Taylor, all her right title
interest, estate and share of and to all and singular the said Two
Thousands Dollars and other property and estate referred to, or described, as
well as the Interest, and estate which she now or may hereafter acquire
or be entitled unto, of in or to any other property real or personal, To
have and to hold all and singular the said premises unto the said
Robert Anderson and Josiah Taylor, their heirs Executors administra-
tors and assigns. In trust nevertheless for the following uses and pur-
poses that is to say. In trust for the said Ann M^c Gants Rivers until
the solemnization of the said intended marriage and from and after the
solemnization thereof then in trust during the joint lives of the said Ann
M^c Gants Rivers, and Edward Christopher Purch, to suffer and permit
the said Ann M^c Gants Rivers and Edward Christopher Purch, to have
and receive the income and yearly produce of the said Estate as a
joint fund for their support but neither the principal nor the income
to be subject to the debts contracts or engagements of the said Edward
Christopher Purch, but should the said Ann M^c Gants Rivers die leaving
the said Edward Christopher Purch her survivor and also leaving one
child or children, or other issue of the said intended marriage then

38. In trust to apply one moiety of the income of the said Estate to the support and maintenance of the said child, or children or other issue and to pay the said Edward Christopher Purch the other moiety during his natural life and after his death, In trust to apply and dispose of, assign transfer and convey all and singular the property real or personal together with the increase thereof to such child or children or issue of the said marriage as shall be living at the death of the said Edward Christopher Purch, the issue of any child taking only the share of his or her deceased parent to him her or them and their heirs executors and administrators forever, but in case the said Ann Mc Cants Rivers should die leaving the said Edward Christopher Purch her survivor as aforesaid but without leaving any child, or children or the issue of the said intended marriage then in trust for such person or persons, as the said Ann Mc Cants Rivers, notwithstanding her coverture may by any Instrument under her hand and seal or in its nature purporting to be her last will and testament, devise, limit give divide, or appoint the same, and it is hereby expressly agreed between the said parties, that the said Ann Mc Cants Rivers notwithstanding her coverture shall have full power and authority in case there be no issue of the said intended marriage living at her death to give bequeath devise or limit the said Estate or any part thereof to any person or persons, or in any manner she may direct or appoint the same, but in default of such gift, devise, limitation or appointment thereof then In trust for the uses benefit and behoof of the said Ann Mc Cants Rivers her heirs Executors Administrators or assigns forever, In witness whereof the said parties to these presents have hereunto set their hands and seals on the day and in the year above written —

Signed Sealed and delivered in Edward Christopher Purch (L.S.)
the presence of Chas P. L. Westendorff } Ann Mc Cants Rivers (L.S.)
Robert Anderson (L.S.)
Josiah Taylor (L.S.)
—ndorff W. B. Minott }

Chas P. L. Westendorff made oath that he saw Edward Christopher Purch Ann Mc Cants Rivers Robert Anderson & Josiah Taylor Sign Seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned & that he together with W. B. Minott witnessed the same —

Sworn to before me this 16th May 1822. Benjth Elfe Junth Not pub
Recorded 16th May 1822.

South Carolina

Mariow District This indenture made this the twenty fourth of May eighteen hundred and twenty in the year of our lord between Lewis

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Harrall sen^r. on the one part and Catharine West on the other part
of the aforesaid District witnesseth that whereas the said Lewis and
said Catharine have mutually consented and agreed to be joined
whole bounds of matrimony and for divers good and prudent considera-
tions are mutually desirous that their respective estates should be apportioned
severed to each other to this and therefore the said Lewis for the con-
siderations aforesaid, doth hereby for himself his Executors and ad-
ministrators, grant release and confirm unto the said Catharine her him
Executors and administrators, all right, title, claim indenture or estate
which may hereafter occur to the said Lewis by virtue of the marriage
so contemplated as aforesaid, in and to the Estate property or property
of any kind whatsoever now belonging or which may at the day of
marriage belong to the said Catharine together with full and ample power
to dispose of the same according to her individual will and pleasure
after the intermarriage of the said Lewis and the said Catharine as afor-
ward should the said Lewis die before the Catharine then and in that
case the said Lewis doth hereby further bind his heirs Executors or adminis-
trators to pay unto the said Catharine in consideration of the principles
the sum of One Hundred Dollars per annum during the natural life
of the said Catharine, and in consideration of the principles aforesaid the
Catharine West for herself her heirs Executors and administrators hereby
doth deselain grant, confirm and release unto the said Lewis Harrall his
heirs and assigns forever, all estate in dower or inheritance and all claim
against the estate of the said Lewis of any kind whatsoever either of those
that hereinbefore specified or which may hereafter occur unto the said
Catharine in consequence or by virtue of her intermarriage with the said
Lewis in testimony whereof the said Lewis Harrall senior and the said
Catharine West before Marriage had hereunto set their hands and
seal this day and year above mentioned. L. Harrall (L.H.)
Sister Samuel Timmons Bryan West's Catharine ^{W.} West (L.H.)
South Carolina

Marion District Personally appeared before me Samuel Timmons who
being duly sworn deposeth that he saw Lewis Harrall and Catharine West
sign seal and deliver the within instrument of writing for the uses and pur-
poses mentioned and that Bryan West signed the same with himself as
a witness. Sworn to before me this the 18th May 1822. James Harrall U.L.

Recorded 6th June 1822.

South Carolina

This Indenture, made the fourteenth day of February in the year
of our lord, One thousand Eight hundred and Twenty two and in the forty
fourth year of the Independence of the United States of America, between

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John M. Gilbert of the Parish of St. James Williams and of the State aforesaid, Planter, of the one part, and Barnabas M. Gilbert and William Brailsford Esquires, all of the state aforesaid, are the other and appointed for the purposes hereinafter mentioned of the other party
Whereas Elizabeth Miles, Spinster, is seized and possessed in her own right of certain negro slaves hereinafter named and mentioned, and whereas a marriage is contemplated and intended shortly to be had and solemnized by and between them the said John M. Gilbert and the said Elizabeth Miles, and the said John M. Gilbert having agreed to settle his and his wife's estate and affairs to the said Barnabas M. Gilbert and William Brailsford the said negro slaves to and for the several uses and trusts and subjects to the several and respective provisos, limitations and appointments hereinafter mentioned limited and declared of and concerning the same, therefore for the purpose of carrying the views and intentions of all the parties to these presents into full and complete effect, This Indenture witnesseth that he the said John M. Gilbert for and in consideration of the within intended marriage, and also the sum of one dollar by each of them the said Barnabas M. Gilbert and William Brailsford to him in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge and for divers the good and valuable causes and considerations, him hereunto especially moving, hath bargained sold assigned transferred and set over, and by these presents doth bargain, sell assign transfer and set over, an infinite and open Market-deliver unto them, the said Barnabas M. Gilbert and William Brailsford and the survivors of them and the executors administrators and assigns of such survivor all and singular the following negro slaves to wit, Catty Maria Bob Lemas Jimmy little Lemas, John Brizenda, Paris River Quash, Jim, Emma, Angel together with the future issue and increase of the females, To have and to hold the aforesaid negro slaves with the future issue and increase of the females, unto them the said Barnabas M. Gilbert and William Brailsford and the survivors of them and the executors administrators and assigns of such survivor forever subject nevertheless to the several uses and trusts, limitations and appointments, herein after mentioned limited and declared of and concerning the same, that is to say, In trust to and for the said John M. Gilbert and his intended wife Elizabeth Miles for and during the term of their joint lives to permit and suffer them during the said term to have, take and receive the profit, labor, use and employment of the said slaves to their joint use and behoof, or that the said trustees apply the profits thereof in such manner and to such intents and purposes as they the said John M. Gilbert and Elizabeth his

(intended) wife shall jointly direct during the said term, and from and
 -diately after the death of either of them the said John M. Gilbert and his
 his intended wife bearing ipsid also of the said (intended) marriage
 in trust to permit the survivor whichever may survive for and during
 term of his or her natural life to have take and receive the profit
 and employment of the said slaves, to his or her proper use or beh
 or that the said Trustees apply the rents and profits thereof is such a
 manner or to such intents and purposes as the said survivor shall direct for
 and during the said term, and from and after the death of such survivor
 then in trust to and for the equal use benefit and behoof of the ipsid
 which may be hereafter born of the said (intended) marriage and the
 representatives of such as may be deceased they taking amongst them
 parents share, to be equally divided to them their executors administrators
 and assigns forever, but, in case of the death of either of them, the said John
 M. Gilbert and Elizabeth his intended wife there should be then at the
 time of such death, no ipsid of the said (intended) marriage living, then in
 trust to and for the use benefit and behoof of the heirs of the said Elizabeth
 Miles, and provided also and it is hereby expressly declared, and agreed
 by and between the all parties to these presents, that in case there shall
 be a necessity or proper occasion at any time during the said (intended)
 coverture, or during any of the terms for which the aforesaid trusts are made
 and the said John M. Gilbert and his (intended) wife should jointly
 require, or the survivor should require the same, that any of the aforesaid
 slaves should be sold, that then, and in such case, the said
 Parnabas M. Gilbert and William Brailsford and the survivor of them
 and the Executors, administrators and assigns of such survivor shall
 sell and dispose of such slaves as it may be requisite to sell, and as may
 be required to be sold as aforesaid and in the stead thereof purchased with
 the monies arising from such sale or sales other slave or slaves whose names
 shall be annexed in a Schedule to these presents, which said slaves so pur-
 chased and annexed if purchased and if not, the monies arising or to arise
 from such sale or sales as may be made as aforesaid to remain or be subject
 to the same uses trusts limitations intents and purposes as are hereinbefore
 declared expressed and omitted of and concerning the said negro slaves who
 before bargained sold and transferred, and the said John M. Gilbert
 for himself his Executors and administrators doth hereby covenant promise
 grant and agree to and with the said Parnabas Gilbert and William
 Brailsford and the survivor of them and the executors and administrators
 of such survivors that from and immediately after the sealing and delivery
 of these presents, the said Parnabas M. Gilbert and William Brailsford
 and the survivor of them and the executors administrators and assigns

385. of such survivor shall and may from time to time and at all times hereafter
peaceably have hold and enjoy all and singular the negro slaves heretofore
granted and so vested in them as aforesaid, notwithstanding upon the several
trusts and subject to the several provisions agreements and limitations
herein and hereby mentioned and declared limited and expressed of
and concerning the same without any hindrance or interruption of him
said John M. Gilbert or any person or persons claiming or to claim by
or under him his executors or administrators or assigns or by his or their
means consent, priority or procurement, and lastly that he the said John
M. Gilbert his executors and administrators shall and will from time
to time and at all times hereafter at the reasonable request and at
the proper costs and charges of the said Barnabas M. Gilbert and William
Brailsford and the survivor of them, or the Executors administrators and
assigns of such survivor or any of them, make do seal and execute or cause
or it to be made, done, sealed and executed all and every such further
and other lawful and reasonable act and acts, thing and things agree-
ments and assurances in the law as well for the corroborating and
strengthening these presents, and as also for the further and better ap-
pearing as purging and confirming all and singular the aforesaid negro slaves
heretofore mentioned and alluded to or intended to be herein compre-
rehended so as to give the fullest and most perfect efficacy to the true
intend and meaning of these presents and of the parties thereto as by the
said Barnabas M. Gilbert and William Brailsford or the survivor of
them or the executors or administrators of such survivor or his or their com-
-sel, learned in the law shall justly and reasonably be advised, devised
and required, In witness whereof the parties to these presents have here-
unto interchangably set their names and affix their seals on the day
and in the year first above written. *John M. Gilbert* *S. S.*
Barnabas M. Gilbert *S. S.*

Wm. Brailsford *S. S.*

Signed Sealed and delivered in presence of *Edward J. A. Black* *James Brampton*
Schedule of the Negroes and their names as conveyed by the within deed
of Trust, this 14th day of February 1822 to wit, Cato, Bob, Sam, Sonny,
little Samas, John, Precent, Paris, Riner, Trust, Tom, Emma, Abel
Married - *John M. Gilbert* -

South Carolina Before me a Justice of Durorum in and for the State
Bamford District. *Saforsaid* personally appears James Brampton who being
duly sworn saith that he saw John M. Gilbert sign & seal the within deed
of trust and acknowledge the same as his act & deed, and also that he saw
Barnabas M. Gilbert and William Brailsford sign their names & affix their
names as Trustees to the same, and that he this deponent with Edward J. A.
Black signed their names as witnesses thereto. *James Brampton*

386. Sworn to before me this 24 day of May 1822. Graham Smyth. M. D.
Recorded 6th June 1822.

387.

South Carolina

This indenture made the twenty sixth day of March, in the year
our Lord one thousand eight hundred and twenty two between Theodore Gourdin
of Georgetown in the State aforesaid of the first part Elizabeth J.
Allston, daughter of Doctor William Allston of the same place of the same
part, and Benjamin Allston & Benjth Huger of the third part whereas by a
deed of Marriage Settlement executed on the first day of February in the
year of our Lord One thousand, eight hundred, by & between the said Dr.
William Allston, & Mary Ryall, in contemplation of a marriage then about
to be solemnized between the said William Allston & the said Mary Ryall
now Mary Allston his wife, all the property consisting of sundry tracts of land
Town lots & slaves which she the said Mary Ryall, now Mary Allston had
through her deceased Mother under the Wills of Thomas Labruet & Joseph Labruet
deceased, and under the will of her Father John Ryall deceased, was conveyed
unto the late John Labruet, & to Benjamin Allston, & to the survivor of them his
executors & administrators upon the several trusts & limitations in the said
deed of marriage settlement contained as in & by the said deed, referred
being therunto had, will more fully appear, and whereas it was by the said
deed, amongst other things specially stipulated, that in the event of the death
of either the said Dr. William Allston or Mary his wife, him or her surviving
any child or children of their marriage should become immediately entitled
to thirds of the property so settled as aforesaid, now this Indenture witnesseth
that whereas a marriage is shortly to be solemnized between the aforesaid Theodore Gourdin & the said Elizabeth J. Allston, & in prospect & consideration of
the said intended marriage the said parties to these presents hereby mutually
agreed with each other that the property to which the said Elizabeth J.
Allston is, or shall be entitled under the said deed, upon the death of either
her father or mother which ever shall first happen, should be conveyed by
her unto the said Benjamin Allston & Benjth Huger parties to these presents
in trust for the several uses intents and purposes herein after expressed & declared
of & concerning the same, now in pursuance thereof and in consideration of
one Dollar to her paid, she the said Elizabeth J. Allston, by & with the party
& consent of the said Theodore Gourdin her intended husband, testified by
his being a party hereto, signing & sealing these presents, hath granted and
transferred, assigned & set over & by these presents doth grant and transfer
assign & set over, unto the said Benjamin Allston & Benjth Huger & to the
survivor of them, his heirs, executors & administrators all & singular the estate
right & title, in & to the two thirds of the land, Town lots & slaves above described
which her Mother the said Mary Allston had derived from her Mother -

under the wills of the said Thomas Labrus & Joseph Labrus, to the said John Ryall her father, to have & to hold all & singulars the above-mentioned two thirds of the lands, lots & slaves aforesaid, unto the said Benjamin Allston & Benj² Huger & the survivor of them, his heirs, executors and administrators, In trust nevertheless for the said Elizabeth & Allston until the said intended marriage shall take effect, & from & immediately after the solemnization thereof, in trust for the said Theodore Gourdin & Elizabeth & Allston his intended wife during their joint lives, but in confidence has the said Benjamin Allston & Benj² Huger do & shall, during all that time permit the said Theodore Gourdin to take the said two thirds of the lands, town lots & slaves & the future ipsid & increase of such of the slaves as are female, into his possession, whenever the right thereto of his said intended wife shall be profected, by the death of either her father or Mother as aforesaid, and to receive & be entitled to every advantage & emoluments, that shall in any manner accrue therefrom, during that period, without any restraint or interruption of or by the said Benjamin Allston & Benj² Huger, or the survivor of them, his heirs, executors or administrators, on any account whatever, but it is hereby expressly agreed and declared by the parties to these presents, that the said lands & lots & the said slaves & their increase as aforesaid, & the profits in any way arising from the same, shall be absolutely exempt from any sort of liability to the debts of the said Theodore Gourdin already contracted, or which may hereafter be contracted, and if the said Elizabeth & Allston shall happen to depare this life leaving a child or children of her marriage, then the said child, or children if there be more than one, shall take the property hereby conveyed & hold the same to him, her or them, or his, her or their heirs, executors, administrators & assigns forever, but if it shall so happen that either the said Theodore Gourdin or the said Elizabeth & Allston shall after their intermarriage, depare this life, him or her surviving without leaving any child or children of their marriage, then & in such case, all the property both real and personal, herein & hereby limited & secured, in manner aforesaid, shall become absolutely vested in such survivor, to have & to hold unto the said Theodore, or unto the said Elizabeth & Allston his intended wife as the case may be & to his or her heirs, executors, administrators & assigns forever, and the said Theodore Gourdin, & the said Elizabeth & Allston his intended wife, for themselves respectively & their & each of their respective heirs, executors, & administrators, do hereby covenant, promise & agree to & with the said Benjamin Allston & Benj² Huger & the survivor of them, his heirs, executors, administrators, in manner following, that is to say whenever the lands lots & slaves, so as above to become the property of the said Elizabeth & Allston

shall be ascertained & reduced into possession, it shall be considered taken in the same manner, to all intents & purposes whatever, as if it had been particularly described in this deed by Inventory or otherwise and shall be subject to the settlement limitation and trust hereinbefore mentioned & contained of & concerning the same, In witness whereof the said parties have hereunto interchangeably set their hands & seals the day & year above written -

Elizabeth J. Allston (L.J.)

Sealed & delivered in the presence of the words the Theodore Gourdin (T.G.)
said being first effaced from 25th line of 1st page Benjth Allston (B.A.)
hereof, also the letter J. being interlined between Benjth Huger (B.H.)
the words Elizabeth and Allston on the 4th, 25th & 28th lines of the first page
the 5th, 18th & 20th lines of the second page, and the 6th, 11th, 16th, 18th and 24th
lines of the 3rd page - So. W. Allston Maurice H. Lane -

The State of South Carolina Personally appeared Robt Maurice H. Lane
Georgetown District who in due form of Law sworn that he was
present and saw Elizabeth J. Allston Theodore Gourdin Benjamin Allston
and Benjamin Huger execute the within instrument of writing for the uses
and purposes thereto mentioned, and that he Maurice H. together with
Joseph W. Allston subscribed their names as witnesses thereto Maurice H. Lane
Sworn before me this 28th May 1822 A. B. Shadwell D. M.

Recorded 6th June 1822.

The State of South Carolina

This Indenture made the 1st day of
in the year of our Lord one thousand eight hundred and twenty two
between James Hibben Junior, of the City of Charleston in the State
aforesaid, of the first part. Rebeckah Thues Stiles of the City and State
aforesaid, of the second part, and Thomas Napier and James Hibben
Junior, of the City and State aforesaid, of the third part, whereas a mar-
riage hath been agreed upon, and is intended by divine permission, to
be shortly hereafter had and solemnized between the said James Hibben
Junior, and the said Rebeckah Thues Stiles. And whereas the said Rebeckah
Thues Stiles is entitled unto a certain proportion of the personal Estate
hereinafter mentioned and described, that is to say, one certificate for
four hundred and three Shares in the Planters and Mechanics Bank in
the City of Charleston in the State aforesaid, dated the twenty eighth
day of February One thousand eight hundred and twenty one, and nu-
mbered three thousand three hundred and ninety two (3392) also
one other certificate of the said Bank for forty shares dated the twenty
first day of February in the year last aforesaid, and numbered three
thousand three hundred and eighty four (3384) also one certificate
numbered seventeen for the sum of two thousand Dollars six per cent

389. Stock of the State of South Carolina dated the eighth day of January
in the year last aforesaid which said three certificates were all issued
in the name of Simon Thues, in trust, also one other Certificate of the
said Planters and Mechanics Bank for one hundred Shares dated
sixth day of June in the year last aforesaid and numbered three thousand
four hundred and ninety (4909) also one other certificate of the State Bank
in the City and State aforesaid for eight Shares dated the seventh day of
June in the year last aforesaid and numbered twelve hundred and
thirty nine (1239) which said two last mentioned certificates are issued
in the name of Rebeckah Stiles, now Rebeckah Stapier also two certain
Bonds, one of Hugh Wilson, and the other of M. S. Williams given to
Thomas Hough, Commissioner in Equity and assigned over by him, and
both dated the fifteenth day of April one thousand eight hundred and
eighty six, on which said two Bonds several payments have been at differ-
ent periods respectively made and the balances due thereon have not
as yet been ascertained. And whereas upon a division and partition
of the said personal Estate between the said Rebeckah Thues Stiles and
her Mother Rebeckah Stapier there was apportioned transferred and set over
unto the said Rebeckah Thues Stiles as her share or proportion of the said
Estate, three hundred and nine Shares in the Planters and Mechanics Bank
aforesaid, four Shares in the State Bank aforesaid, the sum of One thousand
Dollars in the Six per cent Stock of the State of South Carolina aforesaid
and an undivided moiety or equal half part of the respective Balances
due on the several Bonds of Hugh Wilson and M. S. Williams aforesaid. And
Whereas upon the treaty of the said intended Marriage it was agreed
that the Share or proportion of the said Rebeckah Thues Stiles in the
Bank Stock Six per cent State Stock and Bond hereinbefore specified
and mentioned should be respectively transferred and apportioned to and
vested in the said Thomas Stapier and James Hibberd, Senior, and
the Survivor of them his heirs executors, administrators and assigns
upon the several trusts and for the several intents and purposes hereinabove
expressed and declared of and concerning the same. And it was also
upon the said marriage treaty agreed that all the Estate of whatever
nature or kind the same may be of which the said Rebeckah Thues
Stiles is now seized or possessed of or entitled unto, or which hereafter
she may be interested in, or entitled unto either by descent distribution
gift, devise, bequest or otherwise should be respectively conveyed, apportioned
transferred and set over unto the said Thomas Stapier and James
Hibberd, Senior, and the Survivor of them, his heirs, Executors, adminis-
= trators and assigns upon the several trusts and for the several inten-
= tes and purposes hereinabove expressed and declared of and concerning

390. the same, and subject to the same power of revocation herein-
391. Now this Indenture witnesseth that in pursuance and partly performance
of the said recited agreement, and in consideration of the said intended
marriage, and also in consideration of the sum of two Dollars to
each of them the said James Hibben, Senior, and Rebekah Thru斯
Stiles in hand paid by the said Thomas Apies and James Hibben
Senior, at and before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, who the said Rebekah Thru斯 Stiles
with the privity and consent of the said James Hibben, Senior, her
intended husband, testified by his being a party to, and sealing and
delivering of these presents, hath bargained, sold, assigned, transferred,
and set over, and by these presents doth bargain sell assign transfer, and
set over unto the said Thomas Apies and James Hibben Senior, and
the survivor of them his heirs, Executors administrators and assigns
three hundred and nine Shares in the Planters and Mechanics Bank
aforesaid four Shares in the State Bank aforesaid, and the sum of One
thousand Dollars in the six per cent Stock of South Carolina aforesaid
being the share or proportion of her the said Rebekah Thru斯 Stiles
to and out of the aforesaid in part recited certificates of the Planters
and Mechanics Bank dated respectively on the twenty eighth and twenty
first days of February and sixth day of June, One thousand eight hundred
and twenty one, of the State Bank dated on the seventh day of June
in the year last aforesaid, and six per cent Stock dated the eighth day
of February in the year last aforesaid, And also one full and equal
moiety or half part of all and every sum and sums of money now due
and payable on a certain Bond of Hugh Wilson bearing date
the fifteenth day of April One thousand eight hundred and eighteen
in the penal sum of Sixty thousand Dollars with a condition thereunder
written for the payment of the sum of thirty thousand Dollars, also one
full and equal moiety or half part of all and every sum and sums of money
now due owing and payable by virtue of a certain Bond of M. G. Williams
bearing date the day and year last aforesaid in the penal sum of two
thousand nine hundred and Sixty dollars, with a condition thereunder
written for the payment of the sum of One thousand four hundred and
Eighty Dollars which said two Bonds were given to Thomas Hound Esqur
Commissioner in Equity for Charleston District, and assigned over by him
and on which several payments have been at different periods respectively
made, and also all and singular the Estates of the said Rebekah Thru斯 Stiles
of whatever nature or kind the same may be, not hereinbefore specifically in-
umerated and set forth together with all the right, title and Interest
whatsoever of her the said Rebekah Thru斯 Stiles in and to the aforesaid

premises, and every part and panel thereof, to have and to hold all the
 the premises herein before mentioned and intended to be hereby granted to
 assign and set over, unto the said Thomas Napier and James Hibben, and
 and the survivor of them his heirs Executors, administrators and assigns
 in trust nevertheless to, for and upon the several uses, trusts, intents and
 purposes, and subject to the several provisions, powers, limitations and con-
 -ditions hereinafter mentioned, limited, expired and declared of and
 concerning the same, that is to say in trust to and for the use and benefit
 of the said Rebekah Thews Stiles, and her heirs, Executors, administrators
 and assigns until the solemnization of the said intended marriage, and
 from and after the solemnization thereof, In trust that the said Thomas
 Napier and James Hibben, Senior, and the Survivor of them, his heirs,
 Executors, administrators and assigns, during the joint lives of the said
 James Hibben Junior, and Rebekah Thews Stiles, his intended Wife,
 shall and do permit and suffer, or else sufficiently authorize and em-
 -power the said James Hibben Junior, to receive and take all the
 Interest profits, produced and dividends to arise, be had, or made of all and
 singular the premises hereinbefore mentioned and intended to be hereby
 granted, transferred and released, for the purpose of maintaining
 himself, the said James Hibben Junior, and the said Rebekah Thews
 Stiles and their Children, in such manner as he in his discretion
 shall see fit without being accountable to them or any one for the same
 but not to be subject to the debts, contracts or engagements of the said
 James Hibben, Junior, and from and after the death of the said Rebekah
 Thews Stiles, should she die before the said James Hibben Junior, having
 any Child or Children, Grand Child or Grand Children living at her
 death, then In trust that the said Thomas Napier and James Hibben
 Senior, and the Survivor of them, his Executors, administrators and
 assigns during the natural life of the said James Hibben Junior, shall
 and do permit and suffer, or else sufficiently authorize and empower the
 said James Hibben Junior to receive and take all the interest profits
 produced and dividends of all and singular the premises hereinbefore men-
 tioned for the purpose of maintaining himself the said James Hibben
 Junior, and such Child or Children Grand Child or Grand Children
 in such manner as he in his discretion shall see fit without being accoun-
 -table to them or any one for the same, but not to be subject in any manner
 or way whatsoever to the debts contracts or engagements of the said James Hibben
 Junior, and from and after the death of the said James Hibben Junior, then
 in trust to and for the use, benefit and behoof of such Child or Children grand
 Child or Grand Children, his heirs, or their heirs, Executors, administrators
 and assigns forever, if more than one as tenants in common such Grand

392. child or Grand children representing their respective Parents, and
- taking between them only the share which their respective parents
- had taken if they had survived the said James Hibben Junior, to
in case the said Rebeckah Thews Stiles should die before the said James
Hibben Junior, leaving no child or children, grand child or grand children
living at her death, or in case she should leave such child or children,
grand child or grand children living at her death, and they should
all die in the life time of the said James Hibben Junior, unmarried and
without issue, then in trust from and after the death of the said Rebeckah
Thews Stiles, or the death of such child or grand child, & the death of
the survivor of such children and grand children, as the case may be,
to and for the sole use, benefit, and behoof of the said James Hibben
Junior, his heirs, Executors, Administrators and assigns forever. But in case
the said James Hibben, Junior, should die before the said Rebeckah Thews
Stiles, then from and after the death of the said James Hibben, Junior,
in trust to and for the sole, separate and peculiar use, benefit and
behoof of the said Rebeckah Thews Stiles, her heirs Executors, Administrators
and assigns forever, free and discharged from any further trust provided al-
ways nevertheless that in case it shall hereafter appear to the said James
Hibben Junior, and Rebeckah Thews Stiles during their joint lives or after
the death of the said Rebeckah Thews Stiles leaving issue, to the said James
Hibben Junior, Thomas Stapier and James Hibben Senior, to be most
for the advantage of the said parties that the whole or any part of the
premises hereinbefore mentioned, and intended to be hereby granted to
= referred, assigned and released, should be sold and disposed of and
the proceeds thereof vested in the purchase of any other property, real or
personal or both, then and in such case it shall and may be lawful to
and for the said James Hibben, Junior, and Rebeckah Thews Stiles, during
their joint lives, or after the death of the said Rebeckah Thews Stiles having
issue to and for the said James Hibben, Junior, Thomas Stapier and James
Hibben, Senior, by their deed properly executed in the presence of two or more
witnesses to revoke and make void all and every use and uses heretofore
intended of and concerning the premises hereinbefore mentioned and intended
to be hereby granted, transferred assigned and released, & any part or parts thereof
and to limit and declare any new use or uses of or concerning the same, so
as upon and at the time of making such revocation and limiting any new
use or uses of or concerning the said premises or as soon thereafter as can
be conveniently done, the monies or proceeds arising from the sale or disposal
of the said premises be vested by the said parties in the purchase of any
other property real or personal or both, and the same to be well and suffi-
ciently conveyed and transferred unto the said Thomas Stapier and

393. James Hibben Senior, and the survivor of them his son, or
-tutors and executors / the said James Hibben Senior reserving the right
conveying and transforming the same, and thereby testifying his intent
thereto / in trust for the same uses and purposes as those already expressed
Provided also that the same power, subject to the same condition is hereby
given to the same parties from time to time as often as they might think
it advantageous to revoke the use or uses of the whole or any part of any
property acquired by the sale or disposal of the aforesaid premises or any
part thereof either immediately or remotely, and to appoint any new
use or uses thereto. Provided also and it is hereby declared and agreed by
and between all the parties to these presents, that it shall and may be
lawfull to and for the several Trustees constituted or agreed to be consti-
-tuted by these presents, and to and for each of them their and every
of their Heirs, Executors and administrators respectively, by and out of all
or any of the trust Estates hereinbefore mentioned, or the Interest, profits
- or produce thereof to deduct and reimburse himself and themselves, and
to allow to his Co-Trustee from time to time respectively, all costs, charges
damages and expenses as they and every 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 or execution thereof, or for or by reason of any other
matter or thing in any wise relating thereto. Provided likewise and it is
hereby further declared and agreed that in case either of them, the said
Thomas Apier and James Hibben Senior, or any other Trustee or Trustees
shall happen to die, or be desirous to be discharged of the trusts hereby
created, or shall neglect, or refuse to act in the said trusts at any time or
times before the said trusts shall be fully performed, or otherwise determine
it shall and may be lawfull to and for the said James Hibben Senior
and Rebekah Thus Sibley, his intended Wife and the survivor of
them, to nominate and appoint any other person or persons to be trustee
or trustees for the purposes aforesaid in the place and stead of them the
said Thomas Apier and James Hibben Senior, or such of them, or such
future trustee or trustees as shall happen to die or be desirous to be discharged
from, or neglect or refuse to act in, the trusts aforesaid, and upon such
nomination and appointment the trustee or trustees for the time being
or if all the trustees shall be then dead, the heirs Executors or adminis-
-trators of the surviving Trustee, shall convey, assign surrender and
transfer the said trust Estates and all that trust money which shall
be then in their hands, or so much thereof as shall not have been laid
out in a purchase or purchases as aforesaid and the securities, Stocks
or funds upon which the same shall be then invested, in such effec-
-tual manner, and so as that the same may be vested in the joint

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394. names of the surviving or continuing Trustees and of such persons or persons
as shall be appointed to be a trustee or trustees or in case there be no survivor
or acting trustee then in the joint names of such persons as shall be appo-
-inted trustees as aforesaid, but nevertheless upon the same trusts and to and for
the same uses, intents and purposes as are hereinbefore mentioned and de-
-clared of and concerning the same, or to, for and upon such of those uses, trusts,
intents and purposes as according to events and the existence of persons
shall be then subsisting or capable of taking effect, which person or persons
to be appointed a trustee or trustees as aforesaid shall and may from thence-
forth act in the management and execution of the aforesaid trusts & such
of them as shall be then subsisting and capable of taking effect as
fully and effectually in all respects, and with the like indemnification
as he or they might have had in case he or they had been originally in-
-volved by these presents appointed as trustee or trustees for the purposes aforesaid
- any thing herein contained to the contrary notwithstanding. And this
Indenture further witnesseth that the said James Hibben Senior in
consideration of the said intended marriage and also for the consideration
above mentioned doth hereby covenant, promise and agree to and with the
said Thomas Clapier and James Hibben, Senior, and the survivor of them
his heirs Executors administrators and assigns that he the said James Hibben
Senior, shall and will within Months next ensuing the date
of these presents, in due form of Law well and sufficiently transfer and assign
or cause, or procure to be transferred and assigned all and singular the
premises hereinbefore mentioned and contained, and intended to be wholly
granted, transferred, assigned and released, unto the said Thomas Clapier
and James Hibben Senior, and the survivor of them his heirs Executors
administrators and assigns in trust nevertheless for the uses and purposes
hereinbefore mentioned and declared, and also that he the said James
- Hibben Senior, shall and will in the receipt of any money or monies
in account of the Bonds hereinbefore mentioned immediately account
for and pay over all sum and sums of money now due at the date of
these presents but not the subsequently accruing Interest, unto the said
Thomas Clapier and James Hibben, Senior, and the survivor of them
his heirs Executors administrators and assigns, and also that he the
said James Hibben, Senior, shall and will from time to time and at
- all times hereafter join and concur to and with the said Rebekah
Thus Stiles, his intended Wife, in all such acts, deeds, assignments and
assurances in the law, as by the Council of the said Rebekah Thus Stiles
shall be advised or deemed necessary for effectually assigning, settling and
disposing all such property, real or personal, or both as the said Rebekah
Thus Stiles, now is, or was or the said James Hibben Senior, in his

395. right, at any time hereafter, shall or may happen, prepared for
unto either by descent, distribution, gift, devise, bequest, or otherwise unto
the said Thomas Napier and James Hibben Senior and the survivor
of them his heirs Executors administrators and assigns, in trust nevertheless
to and for the uses and purposes hereinbefore mentioned and declared
and it is hereby declared to be the true intent and meaning of these
presents and of the parties hereunto that all and every other conveyance
and assurance which shall be hereafter made unto the said Thomas
Napier and James Hibben Senior, and the survivor of them his heirs
Executors administrators and assigns by virtue of these presents shall
be and enure and shall be adjudged deemed construed and taken to
be and enure and is and are hereby declared to be meant and
intended to be and enure the said Thomas Napier and James
Hibben Senior and the survivor of them his heirs Executors adm-
-inistrators and assigns shall stand and be seized and possessed of all
and singular the Estate real and personal & both conveyed transposed
and espoused in and by the said conveyed and espoused to and for
the several uses intents and purposes upon the trust and confidence aforesaid
under and subject to the proviso limitations and agreements herein-
-before limited declared and expressed and to and for no other use in-
-tent or purpose whatsoever. In witness whereof the Parties to these
presents have hereunto set their hands and seals the day and year
first above written -

Signed Sealed & delivered in the
presence of Charles M. Turman }
R. Napier }

Rbeckah Thrus Stiles G. S.
James Hibben Jr. G. S.
Thomas Napier G. S.
James Hibben Senr. G. S.

Charles M. Turman made Oath that he saw Rbeckah Thrus Stiles
James Hibben Jr. Thomas Napier & James Hibben Senr. sign seal
and deliver the foregoing Instrument of Writing for the uses and
purposes therein mentioned & that he together with R. Napier witnessed the same
Sworn to before me this 4th October 1822. Benj: Elp Jr. Not^r pub.

Recorded 4th October 1822

The State of South Carolina ✓

I know All Men by these
Presents That I John Moore of Charleston in the State
aforesaid am held & formerly bound unto James Haig
of the same Place Trustee of Cathariae Mariah Budworth
Dickinson in the full and just sum of Ten Thousand dollars
to be paid to the same James Haig Trustee as aforesaid
his certain Attorney Executors administrators and
assigns. To which payment will and truly to be

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396 made and done I bind myself and each and every
of my Heirs Executors and Administrators, firmly
by these presents, Sealed with my seal and dated this
second day of September in the year of our Lord one
thousand Eight hundred and twenty Two and in the
forty seventh year of American Independence
Whereas the said Catharine Maria Budworth
Dickenson is intitled in her own right under the
will of Benjamin Budworth deceased to certain
Property both Real and Personal now in the possession
and under the care and Guardianship of Charles J.
Stedman Executor of the said Benjamin Budworth, but
which with the exception of a house and lot, Situate
lying and being on the South East Corner of Ball & Smith
Streets in the City of Charleston in the State aforesaid
cannot now in consequence of the unsettled state of the
affairs of the said Estate be distinctly set forth and
delineated and whereas a marriage is intended with
Gods permission shortly to be had and solemnized between
the said John Moore and the said Catharine Maria
Budworth Dickenson, And it is the wish as well of
the said John Moore as of the said Catharine Maria
Budworth Dickenson that all the Property both
Real and Personal above described belonging to the said
Catharine Maria Budworth Dickenson Should
in the manner and to and for the general uses intent
and purposes herein after mentioned declared and Specified
of and concerning the same be settled the said James Haig
his parties Executors administrators and assigns, accor-
ding to the nature of the Estate as Trustee of the said
Catharine Maria Budworth Dickenson - And Whereas
also the said James Haig hath accepted of the said
Trust, And Whereas also the said Catharine
Maria Budworth Dickenson being yet an infant
under the age of Twenty One years is by reason of
her infancy incapable in Law of now releasing and
conveying to the said James Haig Trustee as aforesaid
the said property in order to effect the intention of the
said parties and for and in Consideration of the said
intended marriage and further in consideration
of the sum of Five dollars by the said James Haig

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Trustee as aforesaid to the said John Moore in ~~hand~~
paid at and before the sealing and delivery of these presents
the receipt whereof hereby is acknowledged by the said
John Moore hath promised and agreed to and
with the said James Hay Trustee as aforesaid in
Manner and form following that is to say, That ⁱⁿ the
event of the said intended marriage taking place
When and so soon thereafter as the said Catharine
Maria Budworth Dickinson shall have attained the
full age of Twenty One years. She the said Catharine
Maria Budworth Dickinson shall and will join with him
the said John Moore and be the said John Moore, she
and will join with him, the said Catharine Maria Budworth
Dickinson in conveying releasing and assuring unto the
said James Hay his Heirs Executors administrators and
assigns for ever all and singular the property both real
and personal of her the said Catharine Maria Budworth
Dickinson herein before set forth and designated In trust
of Always Nevertheless To and for the following ~~inten~~
and purposes, that is to say, In trust To and for the
Sole and Separate use benefit and behoof of the said
Catharine Maria Budworth Dickinson her heirs
Executors administrators and assigns, absolutely and
forever without being in any manner liable for the present
or future debts liabilities and contracts of the said John
Moore And in trust Also, That she may notwithstanding
standing her Coverture receive enjoy and retain in ~~posse~~
and Possession the said property both real and personal
to her and her Heirs Executors administrators and assigns
absolutely and forever without the control of the said
John Moore or of any person or persons whatever, and sell
alien exchange barter demise lease Mortgage devise
and dispose of the same or any part or parcel thereof
in such way and manner either by deed or by will prop-
erly executed under her own hand and Seal to such person
or persons as she may think proper in the same manner
and to the same intent as if she were a sole and
unmarried - and whereas also the said John Moore hath
promised and agreed to and with the said James Hay
Trustee as aforesaid that in event of the said intended
marriage taking place when and so soon thereafter

398 as she the said Catharine Maria Budworth Dickinson
Shall have attained the full age of Twenty one years
from time to time and at all times hereafter she the
Said Catharine Maria Budworth Dickinson Shall
and will join with her the Said John Moore and he
the Said John Moore Shall and will join with her the
Said Catharine Maria Budworth Dickinson in bargaining
Selling Conveying releasing affixing and affixing
unto the said James Haig Trustee as aforesaid his Heirs
Executors administrators and assigns all and Singular
the property both real and personal which may at
any time or times hereafter happen fall or come to the said
Catharine Maria Budworth Dickinson or to the said John
Moore in right of the said Catharine Maria Budworth
Dickinson by inheritance purchase or in any other
manner or way whatso ever to have used to hold the
said property both real and personal and every
part and parcel thereof unto the said James Haig
Trustee as aforesaid his Heirs Executors administrators
and assigns forever. In trust always nevertheless
to and for the several uses intents and purposes herein
before expressed and declared, and whereas also the
said John Moore hath promised and agreed to an
with the said James Haig Trustee as aforesaid that it
Shall and may be lawful to and for the Said John
Moore and the said Catharine Maria Budworth
Dickinson or the Said Catharine Maria Budworth
Dickinson alone in and by their or her deeds by
executed when as often as may be thought proper
to constitute nominate and appoint another Trustee
or Trustees in the place and stead of him the said James
Haig his Heirs Executors administrators and assigns
and the Successor or Successors last constituted
Nominated and appointed to have posseſſ and enjoy
all and Singular the rights powers privileges and
authorities and be subject to all the duties responsibilities
and liabilities of the said James Haig Trustee as aforesaid.
Now the Condition of the foregoing obligation
is such that if the above bound John Moore
shall and do in all things well and truly stand to
perform fulfil and keep the agreements aforesaid

and every Matter clause and thing therein contained than this Obligation to be void and of none effect, otherwise to remain in full force and effect

John Moore L.S.

Signed and Sealed in the presence of Thomas Freedman and James Patison -

James Patison made oath that he with Thomas Freedman saw John Moore sign Seal and deliver the foregoing Instrument of writing for the uses and purposes therein mentioned, and they witnessed the same, Sworn to before me this 13th day of November 1822

James W Rouse Notary Public

Recorded 13th November 1822

The State of South Carolina

Whereas by the blessing

of God a Marriage is intended to be shortly had and solemnized by and between William Youngblood and Eliza Walter both of the State aforesaid and Whereas it hath been mutually agreed between the said parties that all the Estate of the said Eliza Walter real and personal shall be settled and assured to her sole and separate use notwithstanding her coverture free from the debts and contract of her said intended Husband Now know all Men by these presents that in consideration of the said intended Marriage and in order to carry into full and complete effect the above recited agreement and in order to settle and assure unto the said Eliza Walter the whole of her Estate real and personal which she may be possessed of or entitled to on the day of sealing and delivery of these presents the said Eliza Walter, by and with the consent of the said William Youngblood her intended Husband signified by his being a party to these presents and signing the same, and also in consideration of One Dollar to her the said Eliza Walter well and truly paid by Alfred Walter, the receipt of which is hereby acknowledged Hath granted bargained sold released Confirmed and delivered unto these presents Doth grant bargain sell release confirm and deliver unto the said Alfred Walter, all the estate of the said Eliza Walter particularly described and set forth in the schedule hereto annexed, together with the rights

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400 members and appertenances to the same incident or
appertaining also any other Estate real or personal
in possession reversion or remainder to which the said
Eliza Walter may be now entitled or which she may have
after become entitled to or interested in, and which may
not be specified in the annexed Schedule, To have and
to hold, all the property described in the said Schedule
as well as any other property which the said Eliza Walter
may be entitled to or interested in as aforesaid together
with the appertenances unto the said Alfred Walter his
Heirs executors and administrators, In trust, Nevertheless
to and for the following trusts, uses and purposes and
none other whatsoever that is to say to receive, and pay the
rents interest issues and profits thereof to the said Eliza
Walter on her separate receipt in writing for her
Sole and separate use during her natural life
free from the debts or control of her husband, but that
the said Eliza Walter survive the said William Young
blood, then the whole of said Estate hereby intended
to be conveyed principal as well as rents and profits
to the use and behoof of the said Eliza Walter free and
discharged from all further trusts to her, her heirs
and assigns forever but in respect to the principal
of the Estate hereby intended to be conveyed and parti-
cularly described in the annexed Schedule together with
the principal of any other estate to which the said Eliza
Walter may be entitled to have and to hold the same
unto the said Alfred Walter, his Heirs executors and
administrators on this further trust that the said Alfred
Walter, his heirs executors and administrators shall and
convey the same by deeds duly executed to such persons
or persons and for such estates as the said Eliza Walter
by any writing executed in the presence of two witnesses
at any time during the Coverture limit and appoint an
on this further trust that should the said Eliza Walter
depart this life during the life time of the said William
Youngblood her intended Husband then in trust after
the decease of the said Eliza Walter for such persons
or persons and for such Estates as the said Eliza Walter
by her last will and testament duly executed shall
limit and appoint which said last will the said Eliza