

hath granted bargained sold and delivered and by these presents doth grant bargain sell and deliver unto the said Servt Henry Stevens all and singular the saide house and lot of Land with all the appurtenances therunto belonging situate lying and being as aforesaid and butting and bounding as aforesaid together with all and singular the saide negro slaves with their future issue and increase (Fourt) Roger Grace Maggy Amy Bob Beck amy andrew Missy Mary Ann Penny John Sarah Sally Betsy Lydia and also the sum of one Thousand dollars United States six per cent stock as aforesaid To have and to hold to him the said Servt Henry Stevens his executors administrators and assigns forever. In trust nevertheless to and for the several uses intents and purposes hereinafter mentioned and declared of and concerning the same (That is to say) to the sole use and behoof of the said Lydia Snow until the said intended marriage shall take effect and from and immediately after the said intended marriage shall take effect and be fully completed and solemnized And for the better preserving the rents issues and profits of the said house and lot of Land situated in Society Street aforesaid and butting and bounding as aforesaid and also the said negro slaves above mentioned together with their future issue and increase as aforesaid together with the labour income and profits of the said negro slaves and also the Labour income and profits of the said increase and future issue of the said Negro slaves and also the said sum of one Thousand dollars six per cent stock of the United States aforesaid together with the interest now due or hereafter to grow due to and for the separate use and benefit and behoof of the said Lydia Snow so that the same shall not be in the power or disposal of the said Robert Keown he the said Robert Keown for himself his executors and administrators and for each and every of them doth covenant promise and agree to and with the said Servt Henry Stevens his executors and administrators by these presents

that notwithstanding the said intended marriage shall take effect all the rents issues and profits of the said house and lot of Land as aforesaid situated as aforesaid and butting and bounding as aforesaid also the Labour profit and income of the said negro slaves and their issue and also the profit labour and income of the increase and progeny of the issue of the said children of the said negro slaves as aforesaid which may at any time or times hereafter by the regular and ordinary course of nature be hereafter born or be and come to the said Lydia Snow either by the above means or any

any other whatever or which may hereafter at any time by descent
or by purchase or by deed of gift or otherwise become and be an addition
to the use benefit and behoof of the said Lydia Snow. And also
the interest due or to grow due upon the said sum of one thousand
dollars vested as aforesaid in the six per cent stock of the United
States Bank as aforesaid shall be accounted reckoned and
taken as a separate and distinct estate belonging and appur-
taining to the said Lydia Snow as for her sole benefit and use
and from the estate of him the said Robert Keown and be no
ways liable or subject to him or to his contract or to the payment
of any of his debts due or demands or obligations of any nature kind
whatever and that all the ~~separate~~^{and} distinct estate before
declared and allotted to and for the said Lydia Snow ~~shall be the~~
~~above mentioned~~ or any other whatever or which may hereafter at any time
by descent or by purchase or by deed of gift or otherwise become be
and enure to the use benefit and behoof of the said Lydia Snow
and also in the interest due or to grow due upon the said sum of one
thousand dollars vested as aforesaid in the six per cent stock of the United
States Bank as aforesaid shall be accounted reckoned and taken
as a separate and distinct estate belonging and appurtenant to the
said Lydia Snow as for her sole benefit and use of and from the
estate of him the said Robert Keown and be nowways liable or
subject to him or to his contract or to the payment of any of his
debts or dues or demands or obligations of any nature or kind what-
soever and that all the said separate and distinct estate before
declared and allotted to and for the said Lydia Snow as aforesaid
and the produce and income and increase thereof shall be had
taken held enjoyed by such person and persons and
for such use and uses as the the said Lydia Snow shall at any
time or times hereafter during her life limit devise or dispose of the
same or any part thereof either by her last Will and Testament in
writing or by any other writing whatsoever signed with her hands
in the presence of two or more credible witnesses And the said
Robert Keown doth for himself his heirs executors administrators
contractors and agree to and with the said Lewis Henry
Stevens his executors and administrators by these presents
in manner and form following (that is to say) that if the said
intended marriage shall take effect that he the said Robert
Keown shall and will remitt and suffer the said Lydia Snow
to give grant and dispose of the said separate and distinct
estate ad aforesaid as she shall think fit in her life time

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and to make such will or other writing as aforesaid and
thereby to give order unto devise limit and appoint her said
separate and distinct estate as aforesaid which she is now
seized and possessed in her own right or which she the said
Lydia Snow may hereafter become entitled unto by any man-
ner or means whatsoever to any person or persons for any trust
or intent or purposes whatever And that he the said Robert
Keown shall and will permit and suffer such will hereafter
to be made by the said Lydia Snow to be duly proved by the
executors in such will named or to be named and the probate
of such will to be had and taken as is usual and the person
or persons to whom the said Lydia Snow shall give or grant or
dispose of any part of her said separate and distinct estate as
aforesaid by her will or any other writing that shall be signed
or sealed and executed by her in the presence of two or more
credible witnesses as aforesaid shall and lawfully may peace-
ably and quietly have hold use occupy possess and enjoy the
same according to the true intent and meaning of such gift
devise or appointment without any let denial hindrance or
interception of or by him the said Robert Keown his executors
administrators or assigns or any of them In witness whereof the
said Parties to these presents have hereunto interchangeably
set their hands and seals the day and year first above
written and in the forty second year of the Independence of the
United States of America.

Robt Keown (D)

signed sealed and delivered in the 3 Lydia Snow (D)
presence of "The word doth in the thirty fourth 3 H Stevens (D)
line being previously erased 3

Christopher Scannell

Wm C. Collison

State of South Carolina 3 Personally came and appeared before
Charleston District 3 me Lionel F C Kennedy Esquire one of
Justices of the Quorum Christopher Scannell who being duly sworn
maketh oath that he did see the within named parties seal sign
and as their act and deed deliver the within Instrument of writing
for the purposes therein mentioned and that he did also sign his
name as witness and did also see William C Collison sign as
witness also in his presence and in the presence of all the parties
sworn to before me this Christopher Scannell

12 June 1818

Lionel F C Kennedy, D.W.

Recorded 15 November
1823.

For the use of the Settlement Marriage Settlement Decd 20th 1807

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She Indenture made the fifteenth day of November
in the year of our Lord one thousand eight hundred & thirty three, and in
the fifty eighth year of the Sovereignty and Independence of the United
States of America Between Mary Weller Holmes, of the first part Wilson M.
Glow of the second part, and Henry Charles Glow trustee of the third part,
Whereas a Marriage is intended by Gods permission to be shortly had and
celebrated by and between the said Mary W. Holmes & Wilson M. Glow —
And whereas the said Mary W. Holmes under and by virtue of the last will and
testament of her deceased father John Holmes of the parish of St. Anns Colleton
County date the first day of February in the year of our Lord one thousand seven
hundred & sixtynine & eight and duly proved and recorded in the office of the Ordinary
of Charleston aforesaid is entitled in fee simple to a certain undivided share of his
estate real and personal and the said Mary W. Holmes is also entitled to a
certain undivided share of the Estate of her deceased Mother Jane Holmes all which
property was by virtue of a decimal order of the court of Equity converted into money
bonds Stock & Choses Stock and was lodged in the hands of her deceased brother
John Holmes at the time of his death, and whereas in consequence of the recent
death of her said brother John Holmes the precise amount & nature of the
property of the said Mary W. Holmes cannot be herein set forth but as soon as
a settlement takes place between her the said Mary W. Holmes and the
Estate of the said John Holmes a schedule of her such property shall be
arranged, known and taken & bears part & parcel of this deed of indenture
And whereas the said Mary W. Holmes is possessed in her right of household
furniture to the amount of Two hundred dollars — and whereas it was
agreed by and between the said Mary W. Holmes & Wilson M. Glow testified
by the said Wilson M. Glow being a party herte and sealing & delivering
these presents before the said Marriage that the foregoing property money
Stock & Choses in action or other expectance & furniture should be granted re-
leased & signed by the said Mary W. Holmes to the said Henry Charles
Glow his executors administrators & signors to & for the uses herte intents
& purposes herein after declared of & concerning the same — Now this In-
denture witnesseth that in pursuance of the aforesaid agreement and in
consideration of the sum of one dollar to the said Mary W. Holmes and Wilson M. Glow
by the said Charles Glow in handwell and truly paid at or before the sealing & delivery of
these presents the receipt whereof is hereby acknowledged by the said Mary W. Holmes
by and with the consent & party of the said Wilson M. Glow testified by his being
party herte & executing these presents hath granted bargained sold released
and assigned and by these presents with grant bargain sell release & signors unto
the said Henry Charles Glow his executors administrators & signors all the property
real & personal in money Stock & Choses in action rights & claims belonging to her

505 the said Mary W Holmes of and from the estate of her deceased father Charles Holmes to & from the Estate of her deceased mother Anna Holmes in which
sum or sum or value may be the precise nature and amount of which
property cannot at present be ascertained accurately but which when furnished him
after best faith in a schedule thereof to be hereunto annexed & to be taken as part of
this deed of settlement to all her household furniture amounting to the sum of
One hundred dollars to have & to hold all & singular the said property mares stock
choses in action furniture rights & claims of her the said Mary W Holmes together
with the interest profit issues & emoluments thereof unto the said Henry Charles
Glowd his executors administrators & assigns forever subject nevertheless to
such uses and upon such trust and for such intent and
purposes as are herein after limited from being defeated or de-
stroyed notwithstanding in trust to permit and suffer the said Wilson
Mr. Glowd and Mary W. Holmes and their Assigns during the
joint lives of them the said Wilson Mr. Glowd and Mary W.
Holmes and their Assigns to receive and take the interest, pro-
fit, issues and emoluments of the said property, money
stock choses in action, rights and claims and enjoy the use
of the said furniture to and for the joint use, benefit and
behalf of the said Wilson Mr. Glowd and Mary W. Holmes
and their Assigns to receive and take the interest without
impeachment of waste; And in case the said Wilson Mr.
Glowd should survive the said Mary W. Holmes, then to
the use and behoof of the said Wilson Mr. Glowd and his
Assigns for and during the term of his natural life, But if
the said Mary W. Holmes should survive the said Wilson
Mr. Glowd then to the use and behoof of the said Mary W.
Holmes and her assigns for and during the term of his
natural life. And from and immediately after the de-
termination of the Estate of such survivor then to the
use and behoof of the said Henry Charles Glowd
his Executors administrators and assigns to preserve the
contingent remainder herein after limited from being de-
feated or destroyed. In trust notwithstanding to permit
and suffer the said survivor and his or her Assigns
during his or her natural life to receive and take the
interest profit, issues and emoluments of the premises
and enjoy the use of the furniture for his or her
own proper use and benefit. And from and imme-
diately after the decease of such survivor then
to and for such wife or children of the
said

505 Mary W. Holmes as may be living at the time of the death of such survivor, to be equally divided between them, if more than one, and their executors administrators and assigns forced as tenants in common, free and absolutely discharged of and from all and every further and other use, trust or limitation whatsoever; and if any such child or children should depart this life before the decease of such survivor leaving issue, then such issue shall collectively represent and take among them if more than one, such share or shares in the premises as his or her or their parent or parents respectively would have taken if such parent had survived survived. And in case the said Mary W. Holmes should survive the said Wilson M. Gloude, and then be living at his death no lawful issue by the said Wilson M. Gloude upon the Body of the said Mary W. Holmes her heirs, executors administrators or assigns forced fees and discharge of and from all and every further and other trust condition, or restriction whatsoever; And in case the said Wilson M. Gloude should survive said Mary W. Holmes and he then be living no lawful issue by the said Wilson M. Gloude upon the Body of the said Mary W. Holmes both then all and then also the property and estate heretofore contained aforesaid and aforesaid shall rest in the said Wilson M. Gloude his heirs executors administrators and assigns forever fees and discharge of and from all and every further and other trust condition, limitation and or restriction whatsoever. And it is further stipulated and agreed upon by and between the parties to this present that in case the said Mary W. Holmes and Wilson M. Gloude or the survivor of them shall, at any time hereafter during the coverture or during the coverture life time of the survivor of them shall think it beneficial to their interest or to the interest of such survivor then the aforesaid property, monies, stock choses in action, claims or rights or any part thereof, sold, disposed, invested, substituted or exchanged for other property real or personal, and the sale monies invested in any other property whatsoever real or personal or placed at interest, that then the said Henry Charles Gloude his executors and administrators, or as being then deceased

thenceunto requested in Writing by them the said Mary W. Holmes
and Wilson M. Glodw jointly or the Survivor of them shall above
all aposse of inost, court, substitute or exchange therand or
any part hereof as the case may be and such purchase, in
vista, exchanged or substituted property real or personal to
be held by the said Henry Charles Glodw his Heirs Executors and
Administrators, subject to the same, terms, limitations and condi-
tions as are hereinafter appalimted and declared of and con-
curing the hereinbefore granted and assigned premises and
to and for no other use, trust intent or purpose whatsoever.
And it is further stipulated and agreed upon and between
the parties to these presents, that they the said Mary W. Holmes
and Wilson M. Glodw or the Survivor of them shall and
will from time to time and at all times hereafter upon the
reasonable request and at the proper cost and charges
of the said Henry Charles Glodw make and Seal and
execute or cause to be made done Sealed and
executed, all such further and other Lawful and
reasonable Act and Act, thing and things conveyance
and conveyances apurcances in the Law whatsoever
for the further better and more perfect granting
appling and Appling all and Singulad the premises
for the uses and purposes hereinbefore expressed
and declared of and concerning the same as
by the Said Henry Charles Glodw his Heirs Executors
& Administrators, or his or their Council learned
in the Law shall be reasonably advised, de-
vised or required. In Witness Whereof the parties
together their presents have hereunto interchangably
set their hands and affix'd their Seals on this day
and in the year first above written.

H. C. Glodw (L.S.) Mary W. Holmes L.S. Wilson M. Glodw
Sealed & delivered in the presence of Amr H. Holmes
Geo. B. Reid; Witnes to the Signature of Mary W. Holmes
Wilson M. Holmes Glodw; Geo. B. Reid. Malachi
Glod Witnes to the Signature of H. C. Glodw;
South Carolina

Geo. B. Reid being duly sworn made
oath that he was present and saw the Within
named Mary W. Holmes, Wilson M. Glodw & H. C. Glodw
Sign Seal & deliver the Within instrument of

Witnessing as their act and done h^t for the uses and purposes
herein specified, & that he together with Anne G. Adams shall
achieve Witnessed the same. Geo. B. Reid
Sworn to Before me,
this 3 Decr. 1823
H. A. DeLamprune
Not^r Pub. & E. off.

Recorded at Decr 1823.

Aujourd^uday Cinq Novembre mil Etat Cest d^ept apres midi

Par devant moi Jean Baptiste Guieu, Chancelier de la capitale
de l'Empire fran^cais a charleston, Caroline du Sud y résidant, officier
de l'expédition des thomises ci-après nommées & aussi fran^cais

Furant présent le Sieur Pierre Juan négociant demeurant a cette
ville de charleston natif de Bordeaux, département de la Gironde, fils
unique et légitime de feu fran^cais Juan vivant négociant au
vieux de Bordeaux, et de feu Dame Hélène Annales La Pichotinie
Piquetain le dit Sieur Pierre Juan par lui et en son nom d'autant
de Dame Marie Barbe ardennaise Boisgervant épouse de feu

Edme Champy homme échir résidant a la Guadeloupe, la tte
Dame épouse Champy demeurant en cette ville de charleston, ayent
tant en son nom postenuel que en Veste de la Procuration Generale
& Spéciale de son mari, au rapport de George Reid notaire
Publi en cette ville de charleston, et de l'expédition Paris
Avant ce présent acte, stipulant les deux Dame Champy en date
quatre ans pour Demoiselle Rose antonelle Champy sa fille mineure
Demeurant avec elle au présent et de son constatation, d'autant

Lesquelles parties dans la veue du mariage propos^t entre le dit
Sieur Pierre Juan et la tte Demoiselle Rose antonelle Champy, fait
la déclaration devant lieu inscrivant en la Chancellerie de la
Couronne ont fait et arrêté les termes, claus^s et constatation civils
du tel mariage, ainsi qu'il suit, en présence des parents garantis
futurs époux Savoir

de la part du Sieur Pierre Juan futur époux des deux
Constant Boisgervant & Jean Claude Biobien, tous deux négociants
en cette ville les ans

et de ce côté de la tte Demoiselle Rose antonelle Champy futur
époux des Srs Antoine Estriouge et alme, Docteur en médecine, et manu^l
Antoine négociant les Beaumes, et ancora des Rrs George Coopz aussi
négociant, et mariage Joseph Joubert Dumaine, habitant de la ville
d'Aix-en-Provence les deux, tous quatre résidans en cette ville de charleston

509 Jeuret les dits fators épous unis et Communs en tout chose
membres, invincibles, quels ont, ayant, acquis, ou bien adouciment
pendant le cours de ce mariage suivant la chose civile, parmi
conformément aux dispositions que le couplet partage
gouverne et administre et les biens qui le couplet partage
également ou par moitié, auquel bien que les fators épous continuent
ainsi leur résidence en ce royaume, ou en tout autre Royaume,
usages et coutumes Corse, auxquels ils ont représentement chargé
et tenue Article 2

Ne Jeuret niamans dans les dits fators épous des dits dits
hypothèques l'un de l'autre fiefs et cens antérieurement à la déclaration
du tel mariage; et, il y en a, elles fiefs payés et acquittés
par celui de quoi elles percevraient, et sur les biens perturbés, que
l'autre conçoit, ces biens ou ceux de la chose communale, ou Jeuret
au commencement tenus ou chargés -

Article 3

La dite Denonfelle fature épouse apporte dans la Communauté
de chambre jointe, un trousseau composé d'habil, linge, lards,
et bijoux à l'usage et dans usages suivants, nommée Blanche
et Valier; le tout formant une partie de la dot

Article 4 -

En faveur duquel mariage le dit Puer fator épous a fait et
avec la dite Denonfelle fature épouse, d'une somme préfixe de la
Somme de trois mille Piastres Piastre, monnaie d'Espagne, plus elle
jouera aux postes d'inventaire de ce domaire, sans être tenue d'en faire
le demand de justice; le fond duquel domaire porté par tous -
et un charr, les biens, meubles et immobiliers, presents et à venir de
dit Puer fator épous, et le fond de la dite Somme de trois mille
Piastres Piastre, sera et demeurera propre aux enfans a naître de
dit mariage - Article 5 -

Le Succurant des dits fators épous, avec et prendra pour principal
sur les biens de la dite Communauté, et, avant partage fait d'entre
les effets et meubles de la chose communale qu'il croira oblier
jusqu'à la Convenance de mille Piastres Piastre, aux monnaies d'Espagne
D'après l'appréciation d'inventaire, et faire ciel, ou la chose blanche au
copies à son choix Article 6

Cas de dissolution de la chose communale, il sera visible à la
fature épouse, et aux enfans à naître de ce mariage d'y tenir et de
reprendre alors tout ce que la fature épouse aura apporté au mariage, -
mais la chose en Communauté, estable tout ce qui, pendant la dureté,
elle avoit et eust à la chose fature épouse fait par l'appréciation, et autres,

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Leys en entremont et li est elle même qui exerce cette faculté, et répondra envers les dommages et préjudices ci-dessus énumérés; toutefois et qu'il se chargera des débts de la dite Communauté, que qu'elle y est partie. Il fut obligé, et y est être condamné, dont contre lui, elle et ses auflans. Sonnes acquitté, garantie et indemnisé par les héritiers du futur époux et des propres biens.

Article 7-

Respondant la Dame de la Communauté, obéit Mme le comte à son gré, immobiliers, biens meubles ou tenuz, appartenant a l'an en a l'autre des futurs époux, le Comte en Lora fait en acquisition d'autre immobiliers, biens meubles ou tenus, au profit de conjoint, du chef duquel procederont les débits, aliénies ou rachets, pour représenter la même nature de propriétés, et dans le cas ou aujour du décès de l'un des deux derniers mourant des futurs époux, les débts empêcheront pas faire, les biens propres ou nécessaires à l'autre pris par la dite Communauté, et, Sels ne suffisent à l'égard de l'autre demeurelle partie épouse, sur les propres et autres biens dudit Comte futur époux; l'autre qui tiendra lieu de Comte en Lora propre aux dits futurs époux, à leurs auflans, et au cas de leur mort et legue, et sera également immobilier.

Article 8-

Pour l'autre obligation de toute les clauses du présent Contrat, —
Hypothèque et acquisition et établissement en faveur de l'autre partie épouse pour tous les biens de futur époux prissons et avions à compter de ce jour.

Article 9

Et veulent que la dame despravas de la barre d'Ancre mande qui la vend les futurs époux toujours de l'acquisition de la dite Dame quek chappes dites quelles le Roi fait, par le present Contrat, donation entre eux, — matin que lequel pour le premier mourant au favorit Henry, en la forme que donation prouve être faite et revendue, ce accepté par les dits futurs époux pour leter favorit, et encore ce accepté par la dite Dame chape dites quelles, pour la dite demeurelle future épouse, sa femme, à cause de la minorité, de tous et son chaste, les biens meubles et immobiliers, sans quelque nataz qu'ils soient, et en quelques lieux et endroits qu'ils soient apres de l'autre qui, aujour du décès du dit premier mourant lui admeudront acceptation a quelque tierce que apôt, et a quelques sommes que le tout proupe mortis, par par l'etit favorit, faire jurer et disponer des dits biens en uisa point. Seulement la meubleront a la dite et simple caution juratice, et sans être obligé d'en rompre d'autre; mais a la charge de l'autre favorit de faire droper bon uisa meublier des biens du dit premier mourant.

Cette donation est ainsi faite pourvu qu'aujour du décès du dit premier mourant il n'y est aucun cas fait ni en a naissance du dit futur mariage, parqu'en ce cas la dite donation sera révoquée et habilité la modification.

prisnes par le levi civil des François et autres lois canadiennes en Angleterre, auquel il y avait des usages dudit mariage qui rentraient à devoir en minorité ou en majorité sans portefeuille, avant d'avoir pu véritablement disposer de leurs biens ou biens, iest dite donation, dont l'effet n'eut été que suspendu, cependant que force verte et échouée comme il en eut été fait en Province d'Angleterre; et alors le Survivorat des futes épous emmellerait la vente des biens de la présente donation, et jurius ad transmutationem biuum de la Provincia de precedé de la province qui eut été exprimé et conformément aux principes et les pratiques, l'intention des contractans étant au plus quel la présente donation, soit l'effet le plus illimité, et le plus favorable au profit du Survivorat des futes futes épous.

Article 10^e

Pour faire inscrire et enregistrer ce présent acte pour tout rebâtimen de tout pavillon nuptiale ou autre dans au porteur d'une expédition d'écelle

Article 11^e

Cet ainsi a été convenu et arrêté entre les parties, et pour l'assentiment des présentes, les contractans élisant bâtieille en leur femme respective auquel tenu ils conservent la validité de toute signification, prononcée, obligeant chacun à l'en regard qu'il convient d'autre acte.

Itali q' j'sapp' en la Chancellerie du Comté de l'Empire français a Charleston Caroline du Sud le 1er. Janv, mois et an que l'an, aujourn des Sieurs Jean Baptiste Benoit, et François Dile Dubois, marchands tous deux François résidant en cette ville, témoins également appelli qui ont avec le. deux autres épous, la dame épouse Champy, les autres Farren et amis, signé ces présentes en mon chancellerie h'bd. ainsi signé au Register, Pierre Faure, Rose Antoinette Champy, Antoinette Champy, Et Biringard, John Cordes Paisley, a ulow, m. Antonio, Gw. Croft, Joseph Dumaine, C. 2 ulow, C. Antonio, et Champy Et le Sieur, B. Fabre, S. Et Gallaher, Chancery, et J. Et Guin Chancellerie.

Collationné.

premiere Expédition

18 Juillet
fis Ch-

Sous la tenue de l'amme

Charleston das dela Caroline du Sud, 18 juillet mil huit cent huit, par George Reid notaire Public par lettres patentes pour le grand Comte de l'état. Jeuneant Commissionné et approuvé, c'éssant d'assentir dans la ville de charleston, en l'état ci-dépou, il est certifié à tous ceux qui il appartiendront, que le jour de la date des présentes, est comparaus en personne, Et mi Champy, depuis longtemps résidant en cette ville, de charleston propriétaire en l'île Guadeloupe, sur son départ pour la dite île, en présence des témoins ci-après nommés q' Guadeloupe de quel a pris ces présentes fait et constitué pour la permanence

51c

Générale et Spéciale, Dame Marie Barbe Antonine Des épous, qui résident actuellement en cette ville de charleston, avec toute constitution de leur famille.

à laquelle il donne pouvoir de pour lui faire son nom, agir et gouverner, gérer et administrer tous leurs biens et affaires en cette ville de charleston, en Conséquence toucher et recevoir de qui il appartiendront toutes les sommes de deniers et autres choses généralement quelconque qui pourraient être dues tout au dit Constituant en cette ville, ou autres lieux du Continent d'Amérique; compter avec les débiteurs, prénantes et tenants, clercs et autres, débutez et autres, tous Comptes, en faire et tenir les témoignages, en forme quittances et décharges. comme aussi en ce il départs de la ville Constituante, de cette ville de charleston, soit par la Gouyenne soit par tout autre lieu ou les affaires l'appellent, lui donner parlement par ces présentes, le Constituant pouvoir de vendre et aliéner toutes quelconques qu'illes pourront avoir lors de son départ de cette ville, ainsi que leurs esclaves, esclaves, marchandises et tous autres généralement quelconques à eux appartenants; ou de mettre à loyer les dits esclaves, si elle le trouve plus avantageux, il a l'effet de tout ce que depuis, circonstances et dépendances, dans le cas que lessim sera, présente maniere, formant tout ce devant qui il croit toutes demandes et actions, différées à elles, qui pourraient être formées, les faire jusqu'à jugements définitifs les faire mettre en exécution partoutz suis de droit, plaidier, appeler, écrire dans ville, constituer tous défendeurs et hommes débtez, leur donner tout pouvoir nécessaire, les débiteurs en Constituer d'autres, traiter, composter, transiger, même avec poste, compromettre ou tout différends et contestations nomen et convenies d'abîmes et d'au-abîmes, signé et par ces présentes, fait en partie des présentes ci-dessus, telle personne qu'elle assister, témoins en Constituer d'autres, et généralement faire pour la dite Constituante et les débiteurs, par raison de ce que depuis, circonstances et dépendances tout ce qu'illes aviseront pour le bien de tel Constituant, entendant donner par ces présentes, tout pouvoir nécessaire, quoique non exprimé ni prises, — promettant le Constituant avoir le tout pour agréable et estipé en toutes significations tout ce qui sera fait au nom des dits présentes, jusqu'à vendront nonobstant l'annulation et sur qu'a l'irrévocation des présentes obligées.

Fait et passé à charleston Caroline du Sud en présence de James Delaire, négociant, et de Raymond Duprat, tous les deux Ecclésiaques de la Ville de Charleston, témoins signis, qui ont avec le dit Constituant et au notaire Juste, signé ces présentes. Signé Champy, J. Delaire, R. Duprat témoins, et George Reid Notaire Public, en marge et le bon Collationné, fiducie par moi Jean Bayard

Don à monsieur Guieu,
comme témoin, avec toute
messe, c'est à dire
dans une autre ville
que il appartenait
et quelconque
ville, ou autre
lieu, présentant
un faux et fausse
affiche ou carte d'
appartenance
à la ville, ou autre
lieu, présentant
un faux et fausse
affiche ou carte d'
appartenance

513

Guieu, chancelier du Consulat de l'Empire français en
terre, conforme à la pièce originale qui m'a été produite
et que j'ai de temps rentrée

à Charleston le Cinq Novembre mil huit cent

Sept — J.B. Guieu —

4 —

Ie Soussigné Simon Jude chancier Consul particulier
de l'Empire français à Charleston, Certifie véritable la Signature
apposée ci-dessous de M. J. B. Guieu, chancelier du Consulat
et qui fait foi d'être apposée tout au commencement que hors

Dormie à Charleston, Caroline du Sud, le Seize Novembre
de cette Consulat le Cinq Novembre mil huit cent Sept —

Chancier

I witness made oath, that he is well acquainted with the Hand writing
of J B Guieu and — Chancier, having frequently seen them write
and truly believes the Signatures above to be the true and
proper Signatures of the said J B Guieu and — Chancier —
Sworn before me,

the 27 Dec: 1823 at N. B. — Recorded 27 Dec: 1823
The State of South Carolina & This Indenture made the first day
of October in the year of our Lord One Thousand Eight Hundred and Twenty
Three. Between Eliza Seymour of the City of Charleston in the State aforesaid
= said a free person of colour of the first part. John Lee of the City and
State aforesaid a free person of colour of the second part, and Robert
Bentham of the City and State aforesaid of the third part. Whereas a
Marriage hath been agreed upon to be shortly hereafter had between
the said John Lee and Eliza Seymour. And Whereas it has been agreed
that all the Estate of Whatever Nature or Kind the same may be, of which
the said Eliza Seymour is now possessed or entitled unto, either by descent
distribution, bequest or otherwise, should be conveyed, assigned and set
over unto the said Robert Bentham; his heirs, executors, Administrators and
assigns upon the several trusts, and for the several uses and purposes —
hereinafter expressed and declared of and concerning the same. Now this
Indenture Witnesseth that in pursuance of the said agreement and in
consideration of the said intended marriage and also in consideration of the sum
of five dollars to each of them the said John Lee and Eliza Seymour in hand
paid by the said Robert Bentham at and before the sealing and delivery of
these presents (The receipt whereof is hereby acknowledged) The said Eliza Seymour
with the privy and consent of the said John Lee 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 cloth, bargained,

et vendu à James
T. Davis en la
Ville de New
Orleans, R.
nage et le bon
bon Baptiste

Sell, assign, transfer and set over, unto the said Robert Benthem, the following
Negro Slaves that are now Maria, Daphney, Ned and Maria, and also
all and singular the goods and effects specific and mentioned in a certain
Schedule indented heron and marked A and signed by the parties to these
presents, together with the future issue and increase of the female of the
said Slaves, to have and to hold all and singular the premises hereinbefore
mentioned and intended to be hereby conveyed unto the said Robert Benthem
his executors, administrators and assigns in trust, nevertheless to and for and
upon the several uses, trusts, intents and purposes and subject to the several
provisions and agreements hereinafter mentioned and declared of and concerning
the same, that is to say, in trust from and after the said marriage that
the said Robert Benthem the executor, administrator and assigns —
during the joint lives of the said John Lee and Eliza Seymour his
intended wife, shall and will permit and suffer the said John Lee to receive
and take all the interest, profits and emoluments to arise by sale or made
of all and singular the premises hereinbefore mentioned and intended to be
hereby conveyed for the purpose of maintaining the said John Lee and
the said Eliza of whom and her children, but not to be subject in
any manner, or way whatsoever to the debts, contracts, engagements of the said
John Lee, and from and after the death of the said Eliza Seymour should
she die before the said John Lee, then in trust to and for such person or
persons in such parts, shares and proportions, and upon such conditions
manner and form as to the said Eliza Seymour notwithstanding her
intended marriage by any deed or writing, or by her last Will and Testament
in writing shall give, grant, limit or appoint the same, to which deed writing or
Will, she the said Eliza Seymour, is hereby and by the said John Lee
her intended husband, intitled and empowered to make, and in default of
such designation as aforesaid, and the said Eliza Seymour should leave
any child or children, grandchild or grand children issue of the said
intended marriage, then in trust to and for such person or persons as
would be entitled to the same agreeable to the provisions of the act of the
Legislature of the State aforesaid regulating the distribution of Intestates
Estates. But in case the said Eliza Seymour should make no disposition
or appointment and shall leave no child or children, grandchild or
grand children issue as aforesaid, then in trust to and for the sole
benefit and honor of the said John Lee his executors, administrators and
assigns. But in case the said John Lee should die before the said Eliza
Seymour, then in trust to and for the sole benefit and honor of the said Eliza
Seymour his executors, administrators and assigns free and discharged from
any further liability provided however nevertheless that in case it should
hereafter appear to the said John Lee and Eliza Seymour during

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515 This Joint Lives, that the whole or any part of the premises hereinbefore mentioned shall be sold and disposed of, and the proceeds thereof be used 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 John Lee and Eliza Seymour, to their said property executed to revoke and make void all and every use and uses heretofore limited of and concerning the premises hereinbefore mentioned, and to limit and declare any new use or uses of and concerning the same to be upon and at the time of making such declaration and limiting any new use or uses, the monies or proceeds arising from the sale or disposal of the said premises be divided by the said parties on the purchase of any other property, real or personal or both, and the same will and is sufficiently transferred unto the said Robert Bentham his heirs, executors, Administrators and assigns. In trust Nevertheless to and for the same uses and purposes as above already expressed, Provided also that the same power subject to the same condition & 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 of the aforesaid premises, or any part thereof either immediately or remotely and to appoint any new use or uses thereof, and the said John Lee in consideration of the said intended marriage and for the other considerations above mentioned doth hereby covenant and agree to and with the said Robert Bentham his heirs, executors, Administrators and assigns that he the said John Lee shall and will from time, and at all times hereafter, join and concur to and with the said Eliza Seymour his intended wife, in all such acts and deeds as shall be deemed necessary for effectually acquiring, settling and affixing all such property real or personal or both as the the said Eliza Seymour now is or as she or the said John Lee in his right at any time hereafter shall or may become possessed of or entitled unto either by descent, distribution, gift, devise, bequest or otherwise unto the said Robert Bentham his heirs, executors, Administrators, and assigns, in trust Nevertheless to and for the same uses and purposes as those hereinbefore — expressed, and subject to the same previous limitations and agreements — hereinbefore limited and declared. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year above written —

Eliza Seymour G.S.
Signed Sealed and dated this 11th day of May 1815
in the presence of The Revd. Mr. Hunt John Lee G.S.
Robert Bentham G.S.

The 11th day of May 1815 — Schedule I referred to in the foregoing deed — A Mahogany Bedstead & Set of curtains, 1 Mahogany sideboard, 1 at Work Table, a Lot of Bedding and Bed Sheets & Curtains for the Chamber, 1 Mahogany Basin Stand, one dozen chairs One Large carpet, a pair of fire dogs shovel and tongs, One Tea Table, one Chamber Looing glass, one large looking glass, Wearing apparel,

516 · Eliza Seymour (S) John Lee (S) Rob Bentham (S) —
Witness Tho. Schre J. Tho. I. Gantt. — Thomas I. Gantt made
with that he was present and did see Eliza Seymour, John Lee and
Robert Bentham, sign said and deliver the foregoing Deed, and Schedule
for the uses and purposes therein mentioned, & with the same
Seal'd to before me this 29th Decr 1823 — Bensg Eliz Bent. Not Pub.
Recorded 29th Decr 1823 —

This Indenture Tripartite made and entered into this tenth day of July in
the year of our Lord one thousand eight hundred and twenty three, Between
William Rickard of Beaufort of the first part, Sarah Lane of the same place
of the second part, and William Morcock of the third part, Witnesseth
that Whereas a marriage is agreed upon and intended to be shortly had and
consummated by and between the said William Rickard and Sarah Lane
and upon the treaty of the said intended marriage, it was agreed upon by and
between the said William Rickard and Sarah Lane, that previously to the
solemnization of the said marriage, certain Negros and other property now
in the possession of the said Sarah Lane, and other property and certain sums
of money to accrue to the said Sarah Lane from claims in favour of the said
Sarah Lane against the Estates of her former Husband Archibald Campbell
and whenever Lane deceased, should be assigned and conveyed to the said
William Morcock his Executrix, Administratrix and assigns, upon the trusts
and for the intents and purposes hereinbefore expressed and declared,
concerning the same, Now in consideration of the said intended marriage
and in pursuance of the said hereinbefore mentioned agreement of the
said Sarah Lane, in this behalf and in consideration of the sum of one dollar
of Lawful money of this State to the said Sarah Lane in hand paid by
the said William Morcock, at or before the sealing of these presents whereof
she is hereby acknowledged, and for divers other good causes and
Valuable considerations, the said Sarah Lane herunto moving, she the said
Sarah Lane, With the consent and approbation of the said William Rickard
testified by his being a party to the sealing and delivery of these presents —
that the bargain, sold, assigned, transferred, conveyed, and set over, and by
these presents, both, bargain, sell, assign, transfer, convey, and set over unto the
said William Morcock, all the life estate in that the said or tenement situate
lying and being on — Street in the Town of Beaufort, known and distinguished
in the platt of the said Town by the Number —, bounded on the south
by Lots the property of Thomas Talbird, on the North by Lot Number —
on the East by — Street, and on the West by Lot Number — being the present
residence of the said Sarah Lane, also the following articles of Household
furniture, Viz a piano forte, a pair of Card Tables, a Work Table, Nineteen
Windsor Chairs, one set of fire dogs gender Shovel and Tong, one Lecture

Machine, one Liquor Case, one Carpet one side board, one dining Table, one set of fire irons, one Sett of Glass Ware, one Sett of Crockery, one Bedstead and Steps; one Chest of Drawers, one Chest of all two Wash Hand Stand one Medicine Chest, two feather Beds, two Mattresses, Bed Linen and Blankets, one Work Table, one pair Chamber fire dogs, one Bedstead and Table Linen One Box, one chair and Staircase, one Cart, one carriage, also two Lots in the Town of Beaufort, Known and distinguished in the Plant of said Town by the Number — Also the following Negro Slaves with the future issue and increase of the females, Dick, Emma, Maria, Tom, Marcus, Dab, Ansell, also add and every sum or sum of money which the the said Sarah Lane is, or which she or the said William Rickard shall or may in her right be entitled to from the Estates of the said Archibald Campbell, and Frances Lane, under or by Virtue of any right, title, Interest claim or demand whatsoever, either at Law or Equity against the said Estates or either of them, To Have and to Hold the said Slave and Lots and furniture, Negro Slaves, Emma, Maria, Marcus, Tom, Dab, Ansell, and the other articles above mentioned, also all sums of money arising from any of the claims above mentioned, unto the said William Rickard his executors, Administrators, and a general Will for the use of the said Sarah Lane, during the term of her natural life, and to her separate use and behoof without being subject to the debts of the said William Rickard either present or future, and after her death the said property to be divided between the said William Rickard and such children of the said Sarah Lane as may be alive at that time, except her son Archibald Campbell, who has been amply provided for by his grandfather, so that the said William Rickard shall have one Half of the said property, and the other Half to be divided among such children if more than one, but if there should be only one, then the said moiety shall be divided in that one and his or her Heirs and assigns forever, Provided however and it is hereby declared to be the meaning and intent of these presents that if the said Sarah Lane should see fit to dispose of any part of the said property at any time during the continuance, she shall have power so to do by any deed or deeds writing or writings to be by her signed, sealed and delivered in the presence of two or more credible Witnesses, And Provided further that if the said William Rickard should depart this life previously to the said Sarah Lane, then and in that case the moiety intended for him the said William Rickard shall be divided among the surviving children of the said Sarah Lane With the exception of the said Archibald Campbell, and their Heirs and assigns forever share and share alike — In testimony whereof we hereunto set our hands and seals this tenth day of July in the Year of our Lord, one thousand eight hundred and twenty three — and in the forty eighth year of the Sovereignty and Independence

of the United States of America -

Sarah Lane Esq.

Signed sealed and delivered

Wm. Rickard Esq.

in the presence of Moses Goldsmith being duly sworn made
 Richard Capers Oath that he was well acquainted with the hand
 John Turner Writing of John Turner (one of the subscribing witnesses
 to the foregoing deed), also with that of William Rickard (one of the parties to the same),
 having frequently seen them write, and verily believes their signatures to the
 aforesaid deed, to be the genuine signatures and hand writing of them the
 said John Turner, and William Rickard —

Shown to before me this 5 January 1828. Wm. Wad N. St. Pub —

— Recorded 5 January 1828 —

Article of Agreement between Alexander Fraser Doctor of Medicine, of New York,
 Thomas Finch of the first part, Sarah Ann Godfrey Tenant of the same parish
 of the second part, & W. C. Pinckney Planter of the third part, made & concluded this
 thirtieth day of November in the year of our Lord one thousand eight hundred & twenty
 three, Whereas a marriage is intended to be shortly had and solemnized between the said
 parties of the said parties of the first named part and the said Sarah Ann Godfrey
 being beyond the age of twenty one years and legally situated & possessed of the following negro
 slaves that is to say Tuesday, Sabbath, Chile, Sylvia, Andrew, Earth, Ruined, Land, Stephen
 Channing, King & Sheba, and where it hath been agreed that the Estate of the said
 Sarah Ann Godfrey whereof she is legally situated & possessed as aforesaid should be
 settled and apportioned for the provision & maintenance of the said Sarah Ann Godfrey
 Now these presents witnesseth that in consideration of the said intended mar-
 riage and in pursuance of the said agreement she the said Sarah Ann Godfrey
 by and with the consent of the said W. C. Pinckney Doctor of Medicine testi-
 fied by his being a party to & executing these presents doth hereby declare and
 agree on her part and the said Alexander Fraser on his part, doth also consent
 to give & with the said W. C. Pinckney to settle the negro slaves above mentioned
 with the issue of the female slaves to & for the several uses & intents aforesaid following
 — that is to say to the use of the said Alexander Fraser & Sarah Ann Godfrey during their
 joint lives & from & after the determination of the Estate should the said Alexander Fraser
 be the survivor to be used during his natural life & from and after the death of the
 said Alexander Fraser then to the use of all and singular the issue of the said marriage
 if any there should be, and in case there should be no issue of the said marriage then to
 the said Alexander Fraser that his will & disposal in any manner he may direct pur-
 sue and the said Sarah Ann Godfrey should survive the said Alexander Fraser then to
 such uses & limitations as the said Sarah Ann Godfrey may by her last will and
 testament make therelisting her considerate limit and appoint whether there be
 issue of the said marriage or not. Provided that it shall & may be lawful
 for the said Alexander Fraser and Sarah Ann Godfrey from time to time and
 at all times by and with the consent of the said W. C. Pinckney to sell or

-514- alien all or any part of the negro slaves hereby sold and to invest the proceeds thereof in money or such other good estate subject to the same uses hereinbefore mentioned and in order to carry completely into effect and to subserve fully the objects stipulated in the above agreement should it at any time hereafter be discovered that the above instrument is defective either in point of form legal phrase or expression or in case of any irregularities whatever the said Alexander Fraser both hereby further covenant promise & agree to & with the said William C. Pinckney that he will at all times upon his request consent to and execute and that he will also join with the said Sarah Ann Godfrey in executing & doing all such deeds acts & papers as shall be appropriate or reasonable for the selling all the negro slaves aforesaid with the issue of the female slaves to and for the several uses intents & purposes as are specified in the above agreement. In witness whereof the parties to these presents have hereunto set their hands & seals the day & year above written —

Signed sealed & delivered Aly. Fraser. Esq.
In the presence of Sarah Ann Godfrey. Esq.
Charles Webb. W. C. Godfrey. W. C. Pinckney. Esq.
I do hereby affirm before my witness William C. Godfrey who being duly sworn saith that he saw the within named Alexander Fraser, Sarah Ann Godfrey & William C. Pinckney sign their names to the within instrument for the purposes therein contained and that he together with Charles Webb subscribed their names as witnesses thereto — W. C. Godfrey
I wrote & signed this 8th January 1824. John G. Godfrey Esq.

Recorded 12th January 1824.

This Indenture tripartite made the 10th day of September in the year of our Lord one thousand eight hundred & thirty three Between Mary Ann Pts of the parish of St. Luke's in Beaufort district in the state of South Carolina to whom of the first part, and Paul Grimball of the Parish district & State aforesaid planter of the second part, and Joseph Pts & Philip Martinaugle, both of the parish district & State aforesaid of the third Whereas a marriage is intended by God as purposed shortly to be had and consummated between the said Paul Grimball & the said Mary Ann Pts and whereas the said Mary Ann Pts is entitled to a share as her at law of her father, the late Mr. Isaac Martinaugle Esq. at present undivided by having died intestate consisting of sum of money viz. Doll Belinda, Elary, Dorcas, Jane, Dick and Lucy with their future increase and also a share of a certain part of the Estate of the late Mr. Simon Martinaugle agreeable to the provision of his will, consisting of two tracts of land containing one hundred each, situate lying and being on Daufuskie Island in the district & State aforesaid & containing viz. Phillip Peter Dick Delia Peter Sally & -hail, the Joshua Carolina and Euis with their future issue & increase, and it is agreed between the said Paul Grimball and Mary Ann Pts that her estate

520 in expectancy as before mentioned shall be settled and secured in manner
after mentioned, that is to say, that the same and the interest thereof after the
intended marriage shall remain & be the sole & absolute property of the said Mary Ann Pto
all intents & purposes in as full & ample manner as if she was sole unmarried
and not liable to the debts entailed disposition or engagements of the said Paul
Grimball in any manner whatsoever But subject to the will & disposition
of the said Mary Ann Pto Now this indenture witnesseth that in consideration
in consideration of the said intended marriage in consideration of the sum
of five shillings current Money of the state of South Carolina to the said Mary
Ann Pto in hand paid by the said Joseph Pto and Philip Martinangell
the receipt whereof is hereby acknowledged & received of the said agreement
she the said Mary Ann Pto hath bargained sold & by these presents doth
grant bargain sell and deliver unto the said Joseph Pto & Philip Martinangell
by & with the counsel of the said Paul Grimball testified by his being a party
to sealing & delivering these presents her proportion of all those lands and
negroes as above mentioned and all right title interest claim and demands she
doth renounce & release to the said Mary Ann Pto of & to the same to have & to hold
the same & the future issue & interest thereof unto the said Joseph Pto and
Philip Martinangell their executors administrators & assigns upon this present
trust & confidence as & the husband & wife for the mutual uses intent & purposes
hereafter expressed & declared of and concerning the same & no other, That is to say
upon the which for the use and behoof of the said Mary Ann Pto until the said
intended marriage shall take effect and from & immediately after the comple-
tion thereof upon trust and to & for the sole use & benefit and behoof of the
said Mary Ann Pto during her life in the same married to all intents and
purposes as if she were wife and not to be in any manner subject to the debts
actions disposition or control of the said Paul Grimball but to be at her sole dis-
posal either by will or deed and the said Paul Grimball for himself his execu-
tors and administrators doth hereby covenant grant & agree to and with the said
Joseph Pto & Philip Martinangell their executors & administrators that he will
not interfere with Mary Ann Pto in the possession or disposition of the said property
which is hereby agreed shall be liable only to the will and disposal of the said
Mary Ann Pto and that he will at all times hereafter at the request of Joseph
Pto & Philip Martinangell or either of them or either of their executors or adminis-
trators do & execute all such further to the acts & deeds, writings & things as shall be
necessary for the carrying into execution the agreement and intention as aforesaid
of them the said Paul Grimball & Mary Ann Pto, In witness whereof the said
parties to this present Indenture tripartite have set their hands & seals the
day & year first before written Paul Grimball, Esq. Mary Ann Pto, Esq.
Philip Martinangell, Esq. Esq. signed in the presence of
Mary Dunn, Eliza Chaplin - T. Cutler, Parish Recd for distinct persons

appeared before me W^m. Tho^r. Chaplin who affirms that he was present when the author died was executed & that he died in the parties said true names thence & that himself & W^m. Mary Dow did subscribe these names as witnesses to the same.

Thomas Chaplin

Duly affirmed to before me this 13th day of Sept: 1823. In^r. Norton 220

He died 10th January 1824

State of South Carolina; This Indenture made the twenty seventh day of September in the year of our Lord one Thousand Eight Hundred and Twenty Three Between William M'Granaghan of the one part, Elizabeth Bulah Sanders, Widow of Thomas Hamlin Sanders of the second part, and William Phiney of the third part - Whereas a marriage is intended to be shortly had and solemnized between the said William M'Granaghan and the said E B Sanders - And Whereas the said E B Sanders is the widow of the said T H Sanders is entitled to all the real and personal property of the estate of the said T H Sanders hereinafter described, And the said Elizabeth and William are desirous that the property to which she is now entitled or to which she may become entitled may be settled and secured to her use in the manner herein after specified and as the terms herein set forth, Now this Indenture witnesseth That for and in consideration of the said intended marriage and a sum in consideration of the sum of Ten dollars by the said Wm Phiney - To the said M'Granaghan and E B Sanders in hand well and truly paid, The receipt whereof they do hereby acknowledge They the said Wm M'Granaghan and E B Sanders have and each of them hath granted, bargained, sold, aliened, released and confirmed unto the said Wm Phiney, and his Heirs executors and Administrators, all the right title Interest Estate, property, Profit claim and demand of them the said Wm M'Granaghan and E B Sanders of in and to the Estate Real and personal Left by the said T H Sanders at his death, and to which the said Elizabeth may hereafter be and is now entitled, and may particularly all the Estate, Right property claim and demand of the said E B Sanders of in and to all other tract of Land in St Thomas Parish containing one hundred and twenty acres of land more or less, Butting and bounding southerly on Lands of Mr Poyas, Northly on Lands of Allen, Easterly on Lands of Mr Buckel, Westerly by Lands of - together with all and singular the Houses, out Houses, to the said tract of Land belonging as in any wise incident or appertaining and the reversion and reversion remainder and remainedder Rents issues and profits thereof. To have and to hold the said tract of Land as the the said E B Sanders is or may be entitled to, and also the articles of personal property to which the said Elizabeth may be entitled from her deceased Husband Estate, a Schedule whereof is hereto annexed unto the said Wm Phiney, and his Heirs, Executors, and Administrators until the solemnization of the said Intended marriage, and from and immediately after the solemnization thereof held in trust and to and for the sole, separate, and peculiar

benefit and behoof of her the said E B Sanders, and of such person or persons as she by any deed or Will Legally executed may think proper to give Sell or Will the same to; and Notwithstanding her intended conveyance it is hereby expressly understood that she shall have the power to Legally make such gift sale or Will, and further that the said property of the said E B Sanders is not to be liable for the debts or Incumbrances already incurred or to be hereafter incurred by the said William M Granaghan. In Witness Whereof the said parties to these presents have hereunto interchangeably set their hands and seals this the twenty seventh day of September in the year aforesaid —

Joseph Dougherty —

Prob' Wm Guerin —

William M Granaghan —
Elizabeth B Sanders —
Wm Chivell —

State of South Carolina, Schedule of the Real and personal property of Eliza B Sanders — 3 Houses — 2 Waggon & Dray, 20 Cows 10 Calves 20 Hogs — a Shovel a Lot of Land in St Thomas Parish & Negroes names — Primus, Sooley, Dinah, Dick, Halford, Antony, — 2 Side Boards — 4 Chests of Drawers & Dishes Tables, 34 Chairs, 2 sets of Five Days, one set of Carpeting, 2 Sets Tea Parties, 8 Cut Decanters, 6 Waiters, 3 dozen Wine Glasses & fancy Stichers, 4 dozen Cut Gumbots — 4 Bedsteads — 2 Mattresses & 2 bedding, 10 pair Window Curtains, 2 guns — one set of Pistols & Swords & grand Pictures — 1 Snuff — 1 Sack Boat — Robert W Guerin made oath that he was present and did see William, M Granaghan, Elizabeth B Sanders, and Wm Chivell severally sign their names to Seal, and as their act and deed deliver the foregoing instrument of Writing for the uses and purposes therein mentioned, and that he with Joseph Dougherty, Witnesed the execution of the same — Sworn to before me this 23rd January,

1864 Attest Not Pub — Recorded 23rd January 1864 —

The state of South Carolina

This Indenture made the thirty first day of October in the year of our Lord one thousand eight hundred and twenty three. Between Samuel Francis of Charleston and Caroline Eckhard of the same place of the first part, and Hugo Beckhardt, and Nathaniel Green Claypo Justice for the uses intents and purposes hereinafter mentioned of the same place of the Second Part; Whereas a Marriage by Gods permission is intended to be thally had and solemnized between the said Samuel Francis and the said Caroline Eckhard. And Whereas the said Samuel Francis holds in his own right a Lease of the lot of Land in Market Street in the city of Charles Towne aforesaid, on which he has erected the building now standing thereon; and the said Caroline Eckhard hath been presented by her Father with, and owns the article of furniture and other property mentioned in the Schedule hereto annexed. And Whereas it has been agreed by and between the said parties of the first part, that the Estate property and goods, and chattels above mentioned, should be granted, settled, and apportioned to the uses intents, and purposes hereinafter mentioned, as prefec — and

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declared of and concerning the same. Now This Indenture witnesseth, that in
pursuance of the said agreement, and in consideration of the said intended Marriage
and also of one dollar to each of the said parties in Hand paid, the receipt whereof
is hereby acknowledged, and for other good causes and considerations thereon
hereby respectively moving. The said Samuel Francisco on his part hath granted
bargained sold aliened conveyed and confirmed, and by these presents doth
grant, bargain, sell, alien, convey, and confirm unto the said George B. Eckhard
and Nathaniel Greene Bleary, Trustees as aforesaid and to the survivor of them, the executors
executrixes, Administrators, and assigns of such survivor, in trust for the uses intents
and purposes hereinafter mentioned, all the interest, right, Title, claim and demands
of the said Samuel Francisco, of, in and to the Lease of all that Lot of Land situate
lying and being in Market Street in the City of Charlton Measuring and containing
in front on Market Street thirty two feet, and in depth about fifty four feet —
Bearing Land of Henry Siffy on the West side, and adjoining Land of Mr. Susannah
Siffy on the East side, and also the two story Wooden dwelling House, and other
Buildings erected on the said Leased Lot by the said Samuel Francisco, the
said Lease being executed by the said Mrs Susannah Siffy, and John Siffy, her
son for the term of twenty years from the 24th of April 1825 together with all and
singular the rights members and appurtenances to the said premises belonging or
incident and appertaining. And the said Caroline Eckhard her part
by and with the consent of the said Samuel Francisco her intended Husband
testified by his signature to this indenture, Hath granted, conveyed and confirmed
and by these presents doth grant, convey, and confirm to the said George B.
Eckhard and Nathaniel Greene Bleary Trustees as aforesaid and the survivor
of them, the executors, Administrators and assigns of such survivor, all and singular the
goods and chattels and other property enumerated and specified in the Schedule
therof hereto annexed to have and to hold the said Lease, House and Buildings
and the said goods and chattels meant and intended to be hereby granted and conveyed
as aforesaid unto the said George B. Eckhard and Nathaniel Greene Bleary, and the
survivor of them, the executors, Administrators and assigns of such survivor upon the
special trust and confidence hereinafter and to and for the several uses intents and
purposes herein and hereby intended to be made limited and declared of and concerning
the same. That is to say to hold the said Lease, House and Buildings in trust, and to and
for the sole use of the said Samuel Francisco his executors, Administrators and assigns
until the solemnization of the said intended marriage, and in like manner to hold the
said goods and chattels, to the use of the said Caroline Eckhard her executors, Administrators
and assigns until the said marriage, and from and after the solemnization thereof
then in trust that they the said Trustees and the survivor of them, the executors
Administrators and assigns of such survivor do hold the said Lease House and buildings
and all and singular the goods and chattels hereby conveyed in trust to and for the
Joint use benefit and behoof of the said Samuel Francisco and Caroline his intended

Wife during the term of their joint Lives, to permit and suffer them jointly to have and to themselves the rents, occupation and use of the said property for and during their joint Lives, and upon the death of either of them the said Samuel Francisco, and the said Caroline leaving issue of the said intended marriage then in trust and to and for the use of such survivor and the issue of the said marriage, and from and after the death of such survivor then in trust for the equal use benefit and behoof of all the children of the said Marriage, that may then be living equally to be divided Share and Share alike, and to their several respective Executors Administrators and assigns for ever, But if at the time of the death of the said Samuel Francisco there should be no living issue of the said intended marriage, then in trust for the proper use benefit and behoof of the said Caroline her Executors Administrators and assigns for ever and if at the time of the death of the said Caroline there should be no living issue of the said intended marriage then in trust for the proper use benefit and behoof of the said Samuel Francisco his Executors Administrators and assigns for ever absolutely freed from and discharged from all further trusts whatsoever, And this Indenture further witnesseth that it is agreed by and between the said parties that whatever estate real or personal that the said Caroline may hereafter acquire or may vest in her by bequest, devise, descent or otherwise shall be settled and applied to such uses and purposes for the benefit of the said Caroline and their issue as the said Caroline may direct notwithstanding her coveture, or in default of such direction to the same uses intents and purposes as is herein declared of and concerning the property hereby agreed — Now these presents witness that the said Samuel Francisco doth hereby bind himself his heirs executors and Administrators to the said George Eckhard and Nathaniel Greene Esqrs Trustees as aforesaid and the survivor of them the Executors Administrators and assigns of such survivor in the penal sum of four Thousand Dollars to carry into effect the agreement so made as aforesaid to a fine and convey to the said Trustees in trust for the said Caroline or as she may direct the real and personal property hereafter to be acquired by or which may vest in the said Caroline Eckhard his intended wife the same as well as the property including the House, Lot, Buildings, and goods and chattels mentioned in the said Schedule, to be paid from and in no wise subject to the debts contracts or engagements of the said Samuel Francisco as well those now due as those which hereafter may be acquired, And it is hereby agreed between the parties hereto that full power is hereby given to the said Trustees to sell dispose of ^{and} convey the said House, Buildings, and goods and chattels mentioned in the Schedule hereto annexed or any part thereof whenever thereto required by the said Samuel Francisco and Caroline his intended wife, which agent he is hereby permitted to give notwithstanding her coveture, Provided that the proceeds be used in other property at the discretion of the ^{said} Trustees, Subject to the same trusts as are herein aforesaid And the said Samuel Francisco for himself his Executors & Administrators doth hereby covenant promise and agree to and with the said Trustees and the survivor of them, the Executors Administrators and assigns of such survivor, that he the said

have and retaining their said
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- 575 -

-575- Samuel Francisco shall and will at all times hereafter and upon the reasonable request of the said Trustees make do and execute or cause to be made done and executed all such further and other lawful acts, deeds, and conveyances in the Law for the incorporation and confirming of these presents and to carry into full effect the trusts intents and purposes of this instrument of Writing. In Witness Whereof the said parties hereto set their hands and seals at Charleston the day and year first above written sealed and delivered in presence of

Samuel Francisco (S)

Caroline. Eckhard (S)

George B. Eckhard (S)

John F. Eckhard (S)

A. G. Cleary (S)

Schedule of the goods and Chattels & property conveyed in the Settlement to which this Schedule is hereto annexed. Viz, one set of Dining Tables and Seats, two Tables, two Stands, one pair of card Tables, one Piano Forte, one Side Board, Three Beds & bedding, 2 sets of China complete & other Porcelain Ware Dining set &c, two grates, Firebacks, Hand Irons &c, thirty six setting Chairs, One sofa, two chest of Drawers, two dozen Large and Small Silver Spoons, three Carpets & one Mahogany Bedstead, &c, as also the Lease of the Lot in Market Street mentioned in the deed of Settlement With the House and Buildings thereon —

Samuel Francisco, Caroline Eckhard
Witness — John F. Eckhard — South Carolina, Charleston District —

Personally appeared before me, John F. Eckhard who being duly sworn saith that he was present on the thirtieth day of October in the year of our Lord one thousand eight hundred and twenty three and saw the within named parties duly execute as their act and deed the Within instrument of writing for the uses and purposes herein mentioned and that he together with Alexander M. Donald witnessed the same — Sworn to before me 25th January 1824. Peter Parker Jr. P. S. J.W.

— Recorded 24 January 1824 —

State of South Carolina

I know all men by these presents that J. Charles

Huggins of George town in the State aforesaid pleads am here and joining bound unto James Haig and John Blake of Charleston in the State aforesaid in Trust for Louisa Blake Studman also of the said City and State in the full and just sum of Twenty thousand dollars to be paid to the said James Haig and John Blake in trust as aforesaid their certain Attorney Executor administrators and Agents to which payment will and truly to be made and done, I bind myself and each and every my Heirs executors and administrators jointly by these presents Sealed with my Seal and dated the twenty second day of December in the year of our Lord One thousand Eight hundred and twenty three and in the forty eighth

526 eighth year of American Independence. Whereas a Marriage is
intended to shortly to be had and solemnized by and between
the said Charles Huggins and Louisa Blake Stedman. And
whereas this is also good reason that Louisa Blake Stedman
is now or will be shortly possessed of certain property both real
and personal and Whereas also there good reason to suppose and
believe that the said Louisa Blake Stedman will hereafter
inherit receive and become entitled to from her own parents
or Blood connexions a further estate and property both real
and personal and Whereas also the said Charles Huggins shall
contract and agree and doth hereby contract and agree
on the said Marriage taking effect to settle convey and apportion
the said Estate both real and personal now or shortly to be
in her possession, or which she may hereafter so as above men-
tioned inherit receive and be entitled to together with the
future issue and increase of the female Slave to the said
James Haig and John Blake their and every of their heirs suc-
cessors administrators and assigns as Trustees in this behalf
specially nominated and appointed to use for the several uses
intents and purposes hereafter mentioned and declared of and
concerning the same. That is to say in trust to and for the sole
use benefit and behoof of the said Louisa ~~Stedman~~ Blake
Stedman the said James and wife as absolutely and forever free
and discharged from the present and future debts liabilities
and incumbrances of him the said Charles Huggins. And where-
also it is the wish and intention of the said Charles Huggins
and he hath contracted and agreed and doth hereby con-
tract and agree to convey and settle whatever other property
here described and set forth in the said Louisa Blake
Stedman may hereafter in any manner become entitled to or
receive or inherit to and for the several uses intents and pur-
poses hereinafter mentioned and declared of and concerning
the same that is to say to and for the sole use and benefit
and behoof of the said Louisa Blake Stedman, for and during the
full end and term of her natural life, free and discharged from
the future liabilities debts and incumbrances of him the said
Charles Huggins. And in case the said Louisa Blake Sted-
man die before the said Charles Huggins leaving lawfully be-
gotten issue between them the said Charles Huggins and Louisa
Blake Stedman, then in Trust is and for the sole use
benefit and behoof of the said Charles Huggins for and

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during the full end and term of his natural life, and upon his death in trust for the sole use benefit and behoof of the said James Huggins from 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, then and there alike absolutely and for ever free and discharged from all further and other uses and trusts whatsoever. And further in case the said Louisa Blake Stedman should die before the said Charles Huggins leaving no lawfully begotten issue between them then the said Charles Huggins and Louisa Blake Stedman then in trust to and for the sole use benefit and behoof of the said Charles Huggins absolutely and forever free and discharged from all further and other uses intent and purposed whatsoever. And further in case the said Charles Huggins should die before the said Louisa Blake Stedman leaving lawfully begotten issue between them the said Charles Huggins and Louisa Blake Stedman then in trust to and for the sole use benefit and behoof of the said Louisa Blake Stedman for and during the full end and term of her natural life, and upon her death to and for the sole use benefit and ~~be~~^{for} behoof of the said James Huggins, if there be more than one then to them their heirs and assigns absolutely and forever, and if more than one then to them their heirs and assigns then and there alike absolutely and forever free and discharged from all further and other uses and trusts whatsoever. And further in case the said Charles Huggins should die before the said Louisa Blake Stedman leaving no lawfully begotten issue between them the said Charles Huggins and Louisa Blake Stedman then in trust to and for the sole use benefit and behoof of the said Louisa Blake Stedman for and during the full end and term of her natural life or widow hood ~~or marriage~~ and upon her death or marriage then in trust to and for the sole use benefit and behoof of the right and legal heirs of her the said Charles Huggins absolutely and forever free and discharged from all further and other uses intent and purposed whatsoever. Now the condition of this Migration is such that if the above bounden Charles Huggins shall and do within ^{after} the aforesaid marriage shall take from and wherewithal heire to acquire by the said James Huggins and John Blake Trustees as aforesaid their heirs Executors administrators and

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and do justly and truly and sufficiently do and perform
and singular the aforesaid matters covenants and things above
recited and declared, so as to settle and secure the Estates
as above described of the said Louisa Blatte Studman in the
way and manner and to and for the several uses intent and
purposes as aforesaid effectually according to the intention
of these presents then the above obligation to be void and of
none effect otherwise to remain in full force and virtue
Signed sealed and delivered in Charles Huggins. (D.S.)
the presence of the Wm's in Wimphord and of marriage being first
had and a marriage being entered into between the 14th & 15th this
and the Wm's for the benefit and behoof of being first entered
between the 15th & 16th this of the year 1824. Richd Wm. Pardon

John S. Ellsworth & Richd Wm. Pardon made oath that he
saw Charles Huggins sign Seal and deliver the foregoing
instrument of Writing for the uses and purposes therein
mention'd and that he with John S. Ellsworth witnessed
the due execution of the same.

Sworn to before me this 29th day of January 1824. Jas. Elfe Jr. Not^r Pub.

Recorded 29th Jan 1824

South Carolina

This Indenture made this seventeenth day of February
in the year of our Lord one thousand eight hundred & twenty four and in
the forty eighth year of the Independence of the United States of America, Be-
tween General Charles Cotesworth Pinckney of the City of Charleston and State
aforesaid of the one part, and Thomas Pinckney the younger and Charles Cotes-
worth Pinckney the younger of the State aforesaid of the other part, Witnesseth
that the said Charles Cotesworth Pinckney of the first part for his con-
sideration of the sum of Five dollars to him in hand paid by the said Thomas
Pinckney the younger and Charles Cotesworth Pinckney the younger above and
before the sealing of these presents (the receipt whereof is hereby acknowledged)
hath given to bargained and sold and by these presents doth grant begin-
to sell unto the said Thomas Pinckney the younger & Charles Cotesworth Pinckney
the younger and their successors ad infinitum & ages all that plantation
or tract of land situated at Bone and partly in the parish of Saint George
& partly in the parish of Saint Paul in the said State, designated in the
last will and testament of Charles Pinckney the father of the said Charles
Cotesworth Pinckney bearing date the 12th day of July anno domini 1752. by the
name of Pinckney's Plains near beach Hill the whole tract containing by a
survey and plan thereof taken and made by Joseph Purcell on the year 1793.
Five hundred & fifteen acres & an half bounded on the western side by the bone

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M. G. W.

F. M. T.

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and affirms well and truly and sufficiently do and perform
and Singulare the Articles Malters covenants and things above
recited and declared, so as to settle and Secure the Estates
as above described of the said Louisa Blake Freedman in the
way and manner and to and for the several uses intent and
purposes as aforesaid effectually according to the intention
of these presents than the above obligation to be void and of
none effect otherwise to remain in full force and virtue
Signed Sealed and ~~executed~~ in Charles Huggins. (D.S.)
the presence of the Wives in Widowhood and of marriage being past
hood, and marriage has interlaced between the 14th & 15th lines
and the Wives sole use benefit and behoof of being interlaced
between the 15th & 16th lines of the third page. Richd C. Peardon
John J. Russell & Richd C. Peardon made oath that he
saw Charles Huggins Sign Seal and deliver the foregoing
instrument of Writing for the uses and purposes wherein
mentioned and that he with John J. Russell witnessed
the due execution of the same.

Sworn to Before me the 29th day of 1824. Deaf. Elfr. Jr. Not. Pub.

Recorded 29th Jan 1824

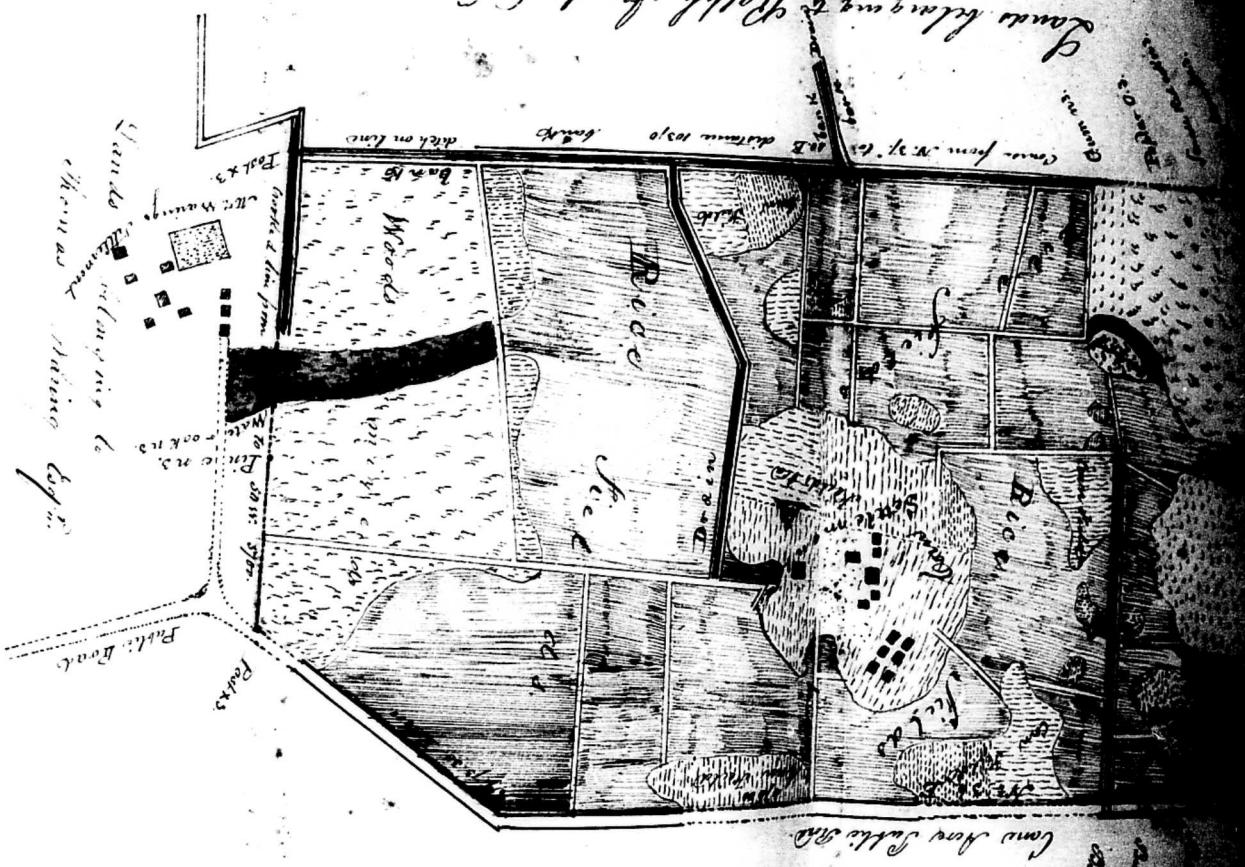
South Carolina

This Indenture made the seventeenth day of February
in the year of our Lord and then and eight hundred & twenty four and in
the Forty eighth year of the Independence of the United States of America, Be-
tween General Charles Colcock Pinckney of the City of Charleston and State
aforesaid of the one part, and Thomas Pinckney the younger and Charles Col-
cock Pinckney the younger of the State aforesaid of the other part, Witnesseth
that the the said Charles Colcock Pinckney of the first part for his considera-
tion of the sum of Five dollars to him in hand paid by the said Thomas
Pinckney the younger and Charles Colcock Pinckney the younger abovesaid
before the sealing of these presents (the receipt whereof is hereby acknowledged)
hath granted bargained and sold and by these presents doth grant begin-
to sell unto the said Thomas Pinckney the younger & Charles Colcock Pinckney
the younger and their executors administrators & assigns all that plantation
or tract of land situated at Bone and partly in the parish of Saint George
& partly in the parish of Saint Paul in the said State, designated in the
last will and testament of Charles Pinckney the father of the said Charles
Colcock Pinckney bearing date the 13th day of July anno domini 1752. by the
name of Pinckneys Plantation near Beach Hill the whole tract containing by a
survey and plan thereof taken and made by Joseph Purcell in the year 1793.
Five hundred & fifteen acres & an half bounded on the western side by the Bone

218. *Effluvia* 1824 -

the road of your particular lane and safety in the several parts of the country - from a desire to make the best of our time by getting some

Dear Mr. & Mrs. Wadsworth,
I am sending you a copy of my
book "The English Guard" for your
consideration.

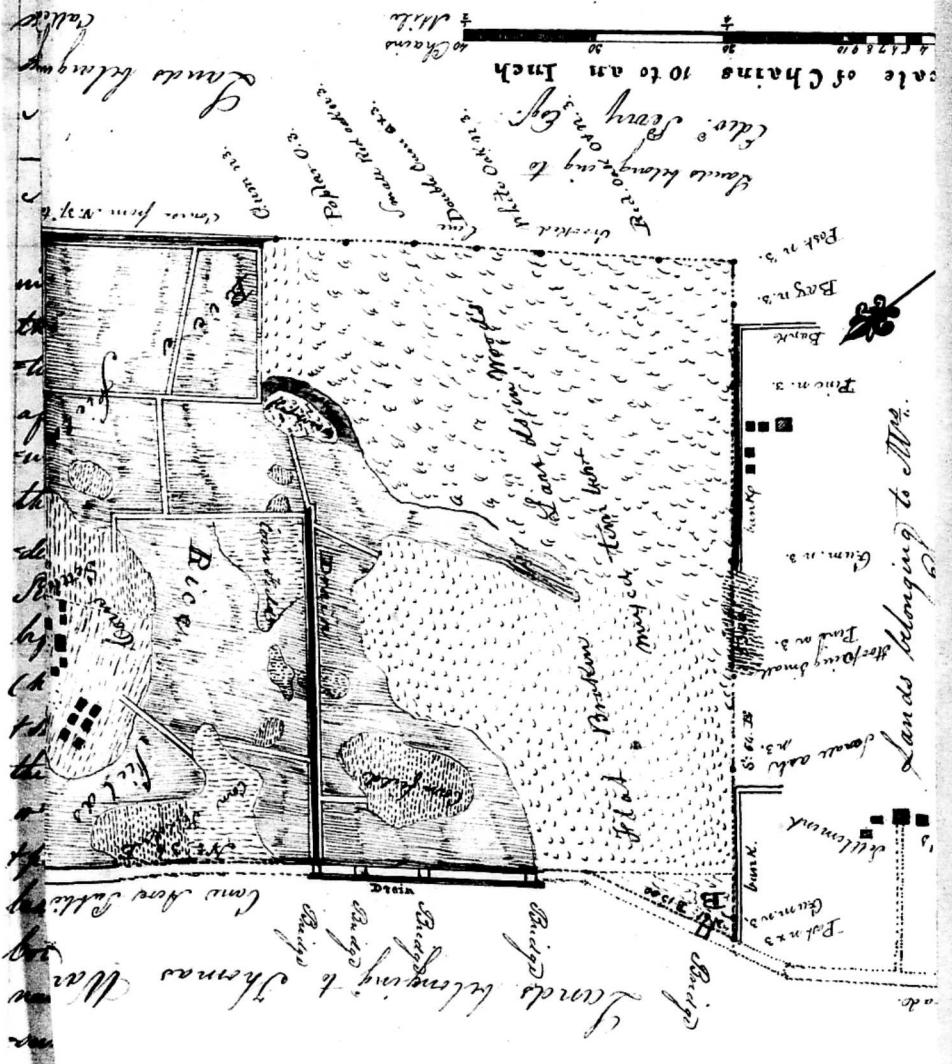


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598 and above well and tanks and sufficiently drained before

Augt 1812

now - having come off of the river Wauhatchie
by Cane Creek by Cane Creek Camp
which is situated East of the Cane Creek about 8 miles
which road goes to the town of Luttrell, Tennessee.
which latter is situated east, continuing in the same road
than a few miles from the said town.



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and further wad northeasternly on lands of Thomas Waring South East
wardly on lands called Walnut Hill belonging to the late Ralph Izard Esq.
and South westwardly on lands belonging to W^r Daws and more particularly
delineated with its marks and boundaries in the several times of a tract to
be made and the plot thereof to the said release to be surveyed together
with all & singular the houses and houses ways waters water courses profits
casements rights numbers & appurtenances together with all & singular lands
lands usually connected with & appertaining to the said plantation and
used therewith with all the right and benefit incident thereto, to have and
to hold the aforesaid plantation or tract of land & all & singular the premises
therein for ever mentioned and also the fine lands connected with the
said plantation with their & every of their rights numbers & appurtenances
the said Thomas Pinckney the younger and Charles Botsworth Pinckney the
Younger their executors administrators and assigns from the day next before
the day of the date of these presents for and during & until the full end of
the term of one whole year from thence next ensuing and fully to be completed
and ended by the 1st day of January in the year of our Lord one thousand
and fifty four and paying therefor unto the said Charles Botsworth
Pinckney his heirs and assigns the sum of one hundred and ten dollars
last day of the said term if the same shall be lawfully demanded to the
intent that by virtue of these presents and of the Statute for transferring
into possession (made of force in this state) they the said Thomas Pinckney the
Younger & Charles Botsworth the younger may be in the actual possession of
all & singular the aforesaid premises and thereby be enabled to accept & take a
grant and release of the same and inheritance thereof to them the said
Thomas Pinckney the younger and Charles Botsworth Pinckney the younger
for ever on certain trusts by Indenture intended to be made by and between
the parties to these presents and to have date the day next after the day of
the date of these presents - In witness whereof the said parties to these
presents have hereunto interchangably set their hands & seals the day of
year first above written - Charles Botsworth Pinckney. (P.S.)
Sealed & delivered in the presence of Mary Dingle Edward Botsworth Ratledge
Edward Botsworth Ratledge made oath that he saw Charles Botsworth
Pinckney sign seal & deliver the foregoing instrument of writing for the use
supposed therein mentioned & that he with Mary Dingle witnessed
the same -

Snow to his hand this 18th February 1824. W^r Carroll Notary

Recorded 18th February 1824.

South Carolina

This Indenture to part be made the eighteenth day
of February in the year of our lord one thousand eight hundred & twenty four
and in the forty eighth year of the Independence of the United States of America

Amicæ. Between General Charles Collesworth Pickney of the City of
State aforesaid of the first part, Thomas Pickney the youngest Charles
with Pickney the younger trustees appointed & constituted for the trusts and
purposes herein after mentioned of the second part and Ralph Izard of Charlestown
Esqre and Eliza Lucas Pickney of the city of Charlestown Spinet daughter of the
said General Charles Collesworth Pickney of the third part. Witnesseth. Whereas
by Divine Providence a marriage is intended to be shortly had and solemnized
between the said Charles Izard and the said Eliza Lucas Pickney, and whereas
in consideration thereof have a petition to his said daughter the said Charles Colles-
worth Pickney is inclined to give grant & settle the property real and personal
hereinafter mentioned to & for the uses & purposes hereinafter mentioned by and
with the joint & effect of the said Ralph Izard the intended husband signi-
fied by his hand made, last made and sealing & delivering these presents. Now
therefore this 13th day of August in the year of our Lord one thousand seven hundred
and fifty four for a consideration of the said intended marriage and the further consideration
of his intent to have in hand paid by the said Thomas Pickney the youngest
Charles Collesworth Pickney the Younger at and before the sealing & delivery of
these presents the receipt whereof is hereby acknowledged hath granted bargained
sold aliened released conveyed and confirmed and by these presents doth grant
bargain sell alien release convey and confirm unto the said Thomas Pickney
the Younger & Charles Collesworth Pickney the Younger in their actual possession
new being by virtue of a bargain & sale to them thereto made by the said Charles
Collesworth Pickney by indenture bearing date the day before the day of the date
of these presents and by force of the Statute for transferring uses into possession
of force in this State and to their heirs & assigns all that plantation named
of land situate at Land and partly in the Parish of St. George partly in
the parish of St. Paul in the said State designated in the last will and testa-
ment of Charles Pickney the father of the said Charles Collesworth Pickney
bearing date the 12th day of July anno domini 1752, by the name of Pickney
Plains near Beech Hill the whole tract containing by a survey & Plat there-
taken and made by Joseph Purcell in the year 1793. One hundred & fifteen
acres & an half bounded on the north western side by Cane and public road
north eastwardly or lands of Thomas Waring south eastwardly or lands called
Walnut Hill belonging to the late Ralph Izard Esqre & southwardly
lands belonging to Mr. Evans all which tract of land intended to be herein named
is more particularly described with its marks Buttings & boundaries in the plat and
description thereof herunto annexed and to which for greater certainty reference
hereby made together with all & singular the houses, out houses edifices corrals
water courses easements profits advantages inheritments rights minnows and
appurtenances and also together with all and singular the fine lands having no
parcels of pine or timber land however situated whatsoever belonging thereto
with the said place to lie or appertaining thereto and also all the

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531. estate right title interest claim or demand of the said Charles Botsorth
Picking up or to the above mentioned & denominated plantation & the
said lands thereunto appropriated or belonging a usually connected or
used therewith. To have and to hold all & singular the before mentioned
& described premises with their tenns of their rights numbers & appurte-
nances unto the said Thomas Picking the Younger & Charles Botsorth -
Picking the younger & their heirs & assigns for and in trust ^{with} themselves and
to and for the several uses trusts intents and purposes herein after especially
set forth of and concerning the said aforesaid Indenture further witnesseth
that the said Charles Botsorth & Picking Jr and in consideration of the
said intended marriage and a further summe as apportioned & for the further
sum of Five dollars to him in hand paid as apportioned the receipt whereof huncyp
acknow ledgethath granted bargained and sold and by these presents doth
grant bargain & sell and in plaine and open market deliver unto the aforesaid
Thomas Picking the younger Charles Botsorth Picking the younger all &
singular the following negro slaves to wit Old Capo, Shaka and Liddy, Peggy
their Young Espos Nancy Dick, Blacksmith, Ned Sarah's Sister, Aneil, old
Will, Will & Sarah Smith Robert, Maurice, Carpenter, Billy Arba, old Ned Ned
Sarah Beck, Ence Beck, Harry, Quaco's Sister Anna & others, also
Dinah (Peggy's Child) Ence, Abby & Charles (Nancy's Children) & the Minnow
Yellow, (Sarah's Sister's children) Nanny Pitt's children, Emanuel Suddy, Doll
& Ned, (Ned Sarah's children) Eliza Richard & others, Bobo children, Dick
Katy, Billy Jackey, Quaco Sister's children, and Sister Lydia Isaac &
Charlotte (Abby's children together with the future issue and increase of the
females, To have and to hold all and singular the before mentioned negro
slaves and also the future issue and increase of the females unto the said
Thomas Picking the younger and Charles Botsorth ^{with} Picking the younger
& their executors administrators & assigns in special trust & confidence and
to & for the several uses intents & purposes hereinafter mentioned declared to be
with as well touching the said negro slaves as the land, & real estate herein
before conveyed that is to say as to the whole real and personal estate herein
before conveyed a mean or intended to be herein and hereby conveyed to the
said Thomas Picking the younger and Charles Botsorth Picking the younger
In trust to and for the proper use benefit and behoef of the said Eliza Lucas
Picking until the said intended marriage shall be duly had & solemnized & from
after the solemnization of the said intended marriage between the said Ralph Lucas
& Eliza Lucas Picking then in trust and to & for the joint use benefit & behoef of
the said Ralph Lucas & Eliza Lucas Picking (he, and intended wife), during the
said intended marriage to furnish and suffer them to have & taste to themselves
for their joint use benefit & sustenance during the marriage all & singular the rents
issues profits and proceeds as the same may or shall from time to time arise as well

532 of all and singular the aforesaid lands tenements & hereditaments as of all & singular
negro slaves before mentioned with their fixtures ipsid and increased, from & it doth always beh
other the said land or real estate nor the said negro slaves thereto & thereof nor
any part of the capital of the estate hereby intended to be settled nor the estate pro
perty into which the same or any part thereof shall at any time hereafter be transformed
exchanged or invested shall at any time be subject or liable to the debts or engagements
charges or incumbrances of him the said Ralph Ward but shall therefore be presumed
to be held purely and exclusively to and for the uses trusts intents & purposes of this settle
ment, and in case of the termination of the said settlement by the death of him the said
Ralph Ward the said Eliza Lucas Pinckney surviving her said intended husband within
or without child or children then pond & after the execution so determined, she trust
that the said Eliza Lucas Pinckney the younger and Charles C. Pinckney the younger and
the survivor of them & the heirs & executors administrators & assigns of such survivor do & shall by
good & sufficient deeds of assignment convey to the said Eliza Lucas Pinckney & having becomed
sole by surviving her said intended husband (whether with or without issue of the marriage)
all and singular the lands tenements hereditaments & premises aforesaid & all & singular
the negro slaves aforesaid with their issue and increase & also all & singular the estate & property
into which any part of the herein settled property shall or may at any time hereafter be ex
changed or invested to have & to hold the same with their rights, incidents & appurtenances
to her the said Eliza Lucas Pinckney from the time of her so having become sole by her
said survivorship and to her heirs & executors administrators & assigns for ever to & for her
& their proper uses and benefit fully discharged of and from all further accredits or limi
tations, and in case it shall so happen that the said Eliza L Pinckney shall depart this
life leaving alive the said Ralph Ward her intended husband whether the said Eliza L
Pinckney leave alive issue of the said intended marriage or not & then and in that case from
immediately after the death of the said Eliza L Pinckney leaving her said intended
husband surviving her in trust and to and for the proper uses benefit & boroof of the said
Ralph Ward for & during the time of his natural life only to permit and suffer
him the said Ralph Ward during the said time of his natural life to take to his own
proper uses the issue, profit and proceeds of the said settled property to such other property
as the same may be invested in as aforesaid under this settlement and to be by him engaged
subject always nevertheless to the premises hereinbefore contained against the same or any
part thereof being subjected to his debts or charged with his incumbrances, But if the
said Eliza L Pinckney dying first as aforesaid & leaving her said intended husband surviv
ing her as aforesaid shall also leave living at her death any child or children of the said
marriage then gone and immediately after the determination of the life estate above
mention'd to & for the said Ralph Ward in trust & to & for the uses intents & purposes
following that is to say as to one moiety of all and singular the settled property real and
personal to & for the uses benefit & boroof of the child or children of the said marriage
in such parts proportion & proportions for such estates or estates & subject to such condi
tions & limitations as she the said Eliza L Pinckney at any time during the continu

of all & singular estate & possessions that
she or she had or
was the estate after
she was transferred
to her by agreement
upon her ground
spouse of this estate.
that of her the said
the husband within
and, in trust
may the young and
minor as shall by
her & having bound
sof the marriage
as well & singular
the estate & property
in hereafter being
appertaining
as sole by her
to her & for her
expenses or living
shall depart the
the said Eliza L
in that case from
said intended
& school of the said
it and suffer
take to his own
of such other property
as by him enjoyed
to stand over any
as, but if the
husband sur-
vived of the said
a life estate after
intents & purposes
property real and
said marriage
is to such end-
ing the cointent

533. and notwithstanding the cointent by any deed or deeds under her hand & seal
duly executed in the presence of three witnesses or by her last will & testament
duly executed shall limit or appoint the same, and if the said Eliza L Pinckney
shall fail or omit during her life time notwithstanding the cointent to limit or ap-
point the same said moiety to her child or amongst her children as aforesaid then
that the said moiety shall remain to and descend to her child if there be but one or to
her children if more than one equally to be divided and to his her or their heirs whom
she as administrator & signeys and as touching the other moiety of all and singular the
settled estate real and personal in trust and for the use benefit and behoof of
such person or persons in such parts portions and proportions for such estate or
estates and subject to such limitations & conditions at her discretion as she the
said Eliza L Pinckney at any time during the cointent and notwithstanding the com-
tent by any deed or deeds under her hand & seal duly executed in the presence of three
witnesses or by her last will & testament duly executed shall give grant devised or
bequeath the same, and if she the said Eliza L Pinckney shall fail or omit dur-
ing her life time and notwithstanding the cointent to give grant devise bequeath
the said other moiety as aforesaid then after the determination of the life estate
of the said Ralph Edward the said other moiety shall be and remain in trust
to & for the eighth heir at law of the said Eliza L Pinckney, and if she should happen
that at the death of the said Eliza L Pinckney prior to the death of the said Ralph
Edward (he surviving her) she should have alive in expectation of the said intended man-
aged then & in that case from & after the determination of the life estate herein
before provided for & limited for the said Ralph Edward her intended husband
the whole of the settled estate and property real and personal in trust and to
for such person & persons in such estate & estates on such terms & stipulations & for such
further or other uses & trusts as the said Eliza L Pinckney shall at any time during
the cointent and notwithstanding the cointent by any deed or deeds executed by
her in manner aforesaid give grant limit appoint or prescribe and if in that case
the said Eliza L Pinckney shall during the cointent fail or omit by deed or will in
manner aforesaid to give grant bequeath appoint or prescribe as aforesaid then all
singular the whole of the said settled estate & property real & personal after the
life estate of the said Ralph Edward as survivor shall be determined by his death then
in trust and to for the use benefit and behoof of the eighth heir at law of the said
Eliza L Pinckney aforesaid, and the said Ralph Edward the intended husband for
himself his heirs executors & administrators with hereby covenant & agree to &
with the said Charles Estlin Pinckney the younger & Thomas Pinckney the young-
er & the survivor of them & the heirs executors & administrators of the survivor that you
privilege be given, and it shall & may at all times during the said intended cointent
be lawful to & for the said Eliza L Pinckney his intended wife notwithstanding
the said cointent to make and execute such deed or deeds wills & testament to advise
as herein before recited to her and that at her will & pleasure for conveying —

governing dividing disposing of or limiting & appropriating the estate or estates property & interests hereinbefore referred to her & that he the said Ralph Izard & his heirs executors & administrators shall divide a part to satisfy & confirm the same so far as may be lawful either in deed or at law or equity so as to make such disposition by her to be made good & effectual in law & equity according to the true intent & meaning of these presents, And it is hereby covenanted & agreed by and between all the parties to these presents that it shall and may be lawful to and for the said Charles Pinckney the younger and Charles Cotesworth Pinckney the younger & the survivor of them & the heirs & executors & administrators of the survivor from time to time at the reasonable request of the said Ralph Izard & Eliza E Pinckney during the continuance (such question to be signified and set forth in writing required by them) to sell or dispose of any part of the property & estate real and personal herein above hereby conveyed & settled upon the most adoeum to gross taxes and upon receipt of the sume to make good & sufficient title for the same and to invest or cause to be duly invested all the monies & proceeds thereof after deducting necessary expenses incurred in and about the sale thereof in the purchase of other property & estate real or personal in trust and for the benefit of the trust estate to be conveyed and settled and well and sufficiently apportioned to & for the same uses trusts intents & purposes herein before specified and declared according to the true intent & meaning of these presents and of the parties but in witness whereof the said parties to these presents have hereunto set their hands & seals the day & year first above written.

Signed & delivered in the presence of us Charles Cotesworth Pinckney D
the letters in being interlaced privately Thomas Pinckney Jr. D
on the words "done in the town of C C Pinckney junr. D
Twenty sixth day of the month of May R. Izard D
Mary Pringle, Edward Cotesworth Rutledge E. G. Pinckney D

Edward Cotesworth Rutledge made oath that he saw Charles Cotesworth Pinckney, Thomas Pinckney Jr. C C Pinckney junr. Ralph Izard & E. G. Pinckney sign seal and deliver the within instrument of writing for the uses & purposes therein mentioned & that he with Mary Pringle witnessed the same.

Come to before me this 1st February 1824 Wm. Laral Notary

Recorded 18th February 1824

The State of South Carolina

This testator made the fourth day of February in the
Year of our Lord one thousand eight hundred and twenty four, Between Joseph B
Wilkie of the first part Anna Claudia Todd of the second part and John
Todd and William B Wilkie of the third part whereas Jane Stiles late of James
Island aforesaid deceased by her last will and testament in writing bearing date on
or about the seventeenth day of September in the year of our Lord one thousand
eight hundred & eighteen died after giving certain legacies bequeath the residue
remainder of her estate real and personal to be divided as follows one moiety

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535 to Mrs Anna McGrant her Sister in Law on such terms and for
such Estate as in said will mentioned which will fully appear
at my reference thereto, with regard to the other moiety she
decrees as follows. That I give here bequeath the remaining mo-
iety of my Estate to Anna Claudia Todd her heirs and App-
rents known to be heirs to her by my Executors hereinafter
named upon the attaining the age of Eighteen years on
day of marriage whichever shall first happen. Subject
however to the uses and Trusts following that is to say the
said moiety or half part of my Estate shall be and remain
to and for the sole use benefit and behoof of my wife
Agnes Todd (mother of said wife of said Todd) during her nat-
ural life and no longer & all which will appear
fully appears by reference to said will duly recorded in
the Office of the Ordinary of Charleston District. And
whereas after the death of the said Testator upon division
made the Negroes hereinafter mentioned and Conveyed
were set apart and allotted as the moiety of the residue
and remainder of the said Estate to the said Anna
Claudia Todd on the conditions in said will conve-
nted. And whereas a marriage is agreed upon and
intended to be shortly had and solemnized between
the said Joseph B. Willkie and the said Anna
Claudia Todd and upon the treaty of the said intended mar-
riage it was agreed upon by and between the said Joseph B. Willkie & Anna
Claudia Todd that previous to the solemnization of the said Marriage the prop-
erty of the said Anna Claudia Todd herein under the will aforesaid should be
conveyed & passed to the uses & trusts hereinafter declared of concerning the said —
Now the Indenture witnesseth that in consideration of the said intended mar-
riage and in payment & performance of the said hereinbefore mentioned agreement
and in consideration of the sum of one dollar to the said Anna Claudia Todd in hand
paid by the husband herein named she the said Anna Claudia Todd with the consent &
approbation of her father the said John Todd (and natural guardian) and with
the consent & approbation of the said Joseph B. Willkie her intended husband
herself by their being parties to and sealing and订阅 their presents hath bargained
sold assigned transferred and delivered and by their presents doth bargain sell assign
transfer and deliver unto the said John Todd and William B. Willkie their
executors administrators & assigns all and singular the following negroes
to wit Abraham and Jacob Lents Sam Daphney Elijah David Todd Judy
Sabina Betty Hannah, Petey Blue Martha Mary Nancy Daphney
And together with the future issue and increase of the females to have and

536 to hold the said negroes with the future issue and increase of the female slave
said John Todd and William B. Wilkie their executors administrators and assigns
for and. But nevertheless upon the trusts and for the intents and purposes herein after
expressed and declared of and concerning the same - that is to say in trust to & for the
the use benefit and behoof of Mr. agnes Todd wife of the said John Todd
for and during the term of his natural life and from and immediately
after his death then in Trust to permit and suffer the said
Joseph B. Wilkie, to have & take and receive the use labour and
profits of the labours of the said Negroes to and for the mutual
support of them the said Joseph B. Wilkie and Anna Claudia
Todd during their joint lives without being in any manner
subject or liable to the debts contracts or engagements of the said
Joseph B. Wilkie or any body else ana from and immediately
after the death of either of them the said Joseph B. Wilkie
or Anna Claudia Todd, then in trust for the Survivor abso-
lutely if there be no children of the said marriage living at the
time But in the event of a child or children of said marriage
living at the time Then in trust for the Survivor during the
term of his or her natural life and from and immediately after the
death of the said Survivor then in Trust for the child or chil-
dren so living at the time his her or their Executors adminis-
trators and assigns free from all further and other trusts
and the said Joseph B. Wilkie doth covenant and agree
with the said John Todd and William B. Wilkie their
Heirs Executors and Administrators to make over and
assign to the like used and Trusts of this Deed, all and
singular other the Property of the said Anna Claudia
Todd derived under said Will and not herein men-
tioned, or which may be hereafter derived to her from any
source whatsoever whatsoever. And it is Expressly agreed
upon by and between the parties to these Presents, that if at
any time hereafter it may be to the advantage of all par-
ties concerned to sell and dispose of the said Negroes
many one or more of them, it shall as a may be law-
full to and for the said Joseph B. Wilkie by and
with the consent and approbation of the said Trustees
testified under their hands, to sell and dispose of the
same and execute the necessary Tithes. Provided always
and it is expressly understood that the monies arising
from the sale thereof be vested in other property either
real or personal and settled and apportion to the like

537 used ana Truste of this Dado. In witness whereof the parties here
huncato set their hands and seals the day and year first
above written Joseph Ball Millie 1/2/51

Sealed & delivered in Anna Claudia Todd (L.S.)
the presence of John Todd (L.S.)
Geo. W. Millie Elizabeth M. Ball B. Millie (L.S.)

Ies Mr. Millie made oath that he saw Joseph Ball Millie
Anna Claudia Todd. John Todd & Mrs B. Millie sign
Seal & deliver the within instrument of Writing, for the uses
and purposes therein mentioned and that he with Esq
abt Mr. Ball witnessed the due execution of the same
Sworn to before me this 21st Feby 1824;

Beng Elfr. P. Not. Pub.

Recorded 20th Feby 1824.

State of South Carolina

An Indenture of their parts made this
Twentieth day of January in the Year of Our Lord one Thousand
Eight hundred and twenty four. Between Moses
Jacobs of the City of Charleston in the State aforesaid
of the first part Rebecca Lazarus of the same place
of the second part and Henry Lazarus and Simpson
Morris of the same places trustees of the said Rebecca
Lazarus of the third part. Whereas the said Rebecca
Lazarus is now possessed in her own right of certain
goods wares and merchandise and also certain Cash
which amount in the whole to about Five Thousand dol-
lars; And whereas by Gods permission, a Marriage is
intended shortly to be had and solemnized between
the said Moses Jacobs and Rebecca Lazarus. Now
this Indenture witnesseth that for and in consideration
of the premises, as also for one dollar by the said Henry
Lazarus and Simpson Morris to the said Rebecca La-
zarus well and truly paid at or before the sealing &
delivery of these presents, the receipt whereof is hereby ac-
knowledged / she the said Rebecca Lazarus hath ap-
pigned bargained and sold transferred and delivered and by the parts
both aforesaid bargain & sell transfer and deliver unto the said Henry Lazarus
and Simpson Morris the goods wares & merchandise to which the said Rebecca
Lazarus is entitled in the street No. King Street in the City of Charleston
aforesaid, as also all the money or cash in hand of her the said Rebecca Lazarus
to have and to hold to them the said Henry Lazarus & Simpson Morris trustees

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as aforesaid their executors administrators & assigns, in trust nevertheless, and to and for the uses & purposes hereinafter declared of and concerning the same, that is to say in trust for the sole use & benefit of the said Robert Lazarus until the sollemnitization of the said intercourse, managed and run from and immediately after the said event then in trust for the joint use of the said Moses Jacobs and the said Rebecca during their joint lives, not however to be liable to the debts contracts or engagements of the said Moses Jacobs and in case the said Rebecca shall die before the said Moses Jacobs then in trust that the said Harry Lazarus and Simpson Morris shall seafight the said property to the said Rebecca free and discharged from all further trusts but in case the said Moses Jacobs should survive the said Rebecca then the said Harry Lazarus & Simpson Morris shall apply the said property to the use jointly of the said Moses Jacobs and any child or children of the said Marriage but if the said Rebecca should depart this life during the life time of the said Moses Jacobs leaving no child or children surviving her other in trust that the said Harry Lazarus & Simpson Morris shall divide the said property equally one moiety thenceforth to the said Moses Jacobs, and the other moiety to the said Rebecca's nearest relations from fee and discharged from all further and other trust, Provided nevertheless that the said Moses Jacobs may at any time by and with the consent of the said trustees change all or otherwise dispose of the property above settled by these presents investing the proceeds in other property to be held subject to the said uses & trusts limitations and conditions as the property hereinbefore referred to and so continuing to sell & convey under the terms aforesaid - In witness whereof the parties to these presents have hereunto set their hands & seals on the day & year first above written —

Sealed and delivered,
in presence of
Solomon Hyams.
Catharine Lazarus

Rebecca Lazarus. £d.
Moses Jacobs. £d.
Henry Lazarus. £d.
Simpson Morris. £d.

Catharine Lazarus made oath that she saw Rebecca Lazarus, Moses Jacobs, Harry Lazarus & Simpson Morris sign seal and deliver the foregoing instrument of writing for the uses & purposes therein mentioned & that she with Solomon Hyams, witnessed the same —

Signed to before me this 23rd February 1824. W^m Loral Not pub
I bear date 23rd February 1824.

State of South Carolina

Beaufort District. This Indenture made — the fourth day of December in the year of our Lord one Thousand eight hundred and Twenty Three Between William R. Cox of Beaufort District State of Savannah State of Georgia of the one part and Richard Dawson Senior and Thomas Dawson both of St. Lukes parish same District trustees, chosen & appointed for the purpose herein after mentioned of the other part. Whereas Jane Wells Widow of the late George W. Wells deceased and the said William R. Cox intend to enter into the bonds of matrimony

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And Whereas the said Jane Wells is intitled under and by virtue of the
will and testament of her Father the aforesaid Richard Dawson
Senior which Will and Testament stands on Record in the Registers
Office of the District of Beaufort in Book Number 12 pages 222 & 226 dated
the second day of May One Thousand Eight hundred and twenty in the Registry
aforesaid to a distributive share of all his personal property. Now there
fore for the purpose of conveying the views and intentions of all these parties hether
present to full and compleat effect This in due witnesseth That the said
William R. Cox for and in consideration of the love he hath and doth bear toward
the said Jane Wells his intended wife and for other and divers good and lawful
causes and considerations as well as for the further consideration of the sum of one
dollar by him of them the said Richard Dawson Senior and Thomas Dawson
Trustees well and truly paid to him the said William R. Cox at and before the sealing &
delivery of these presents to the receipt whereof hereby acknowledged by him the said
William R. Cox. Heath hereby signed a signed conveyed sold and set over all that right
claim property interest ownership or possession Control or management which he would
be entitld to by his intermarriage with the said Jane Wells. Unto them the said
Richard Dawson Senr. and Thomas Dawson trustees and the survivor or survivor of
them and the Executors Administrators and Assigns of such survivor forever. To have and
to Hold the aforesaid relinquished, assigned conveyed, sold and set over claim property
interest ownership or possession Control or management of all thingal that distributive
share of the personal property mentioned in the aforesaid Will of the said Richard
Dawson Senior which by the intermarriage above mentioned I might be entitld or become pos-
sessed of in my own right. Unto them the said trustees Richard Dawson and Thomas
Dawson the survivor or survivor of them and the Executors Administrators and Assigns of
such survivor forever, And of which distributive share it may happen that the following
negros (slaves) may be apart to wit. Katty Bella Dye, Binah Lancaster, Peter
Jamba and the future issue & increase of the females all of which negro slaves with
their future issue & increase is hereby fully comprehend in the sale & relinquishment here-
by made unto the aforesaid trustees the survivor Executors Administrators & Assigns forever as afo-
said Subject nevertheless to the following trusts limitations and appointments hereinafter
mentioned. That is to say To the uses support benefit of the said Jane Wells during her
natural life and such children as she now has living or may have by the intended marriage
with the said William R. Cox expected soon to be consummated. And also subject to and
intrest for the Children of the said Jane Wells which may be living at her decease. That
is to say in trust for the benefit of all the children of the said Jane for the support & edu-
cation of them the said children until they shall arrive at the Years of Twenty
one if males and Eighteen if females. Then the trustees or the survivor of them
shall be at liberty to make a division of the property by calling to them and five respec-
table neighbouring planters who shall according to their best judgment set off
in Equallized shares the said property one equal share for each child so that

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of St Lukes parish
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George W. Wells
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540 that child which has attained the years of manhood or of womanhood may take her share & have the balance of the property in the Consolidated sum in which it had been managed until other or others of the said children may attain that age of man or womanhood above mentioned when it again shall be the duty of the trustee or trustees alike division & give off the share to that child or children who claim by virtue of mature years as aforesaid. Lastly The said William R. Cox in the event of his marriage taking place shall be entitled to enjoy all the benefit & comfort arising from the distinctive share of the personal property of the said Richard Dawson senr which may devolve on the said Jane his intended wife during the said James's natural life but no longer. In witness Whereof we have set our hands and seals in presence of.

the words of the one part "the two words
sewed out noticed before signed

William R. Cox (S.S)

Richard Dawson senr (S.S)

Thomas Dawson (S.S)

J. Nicholas Edward C. Pitts Beaufort District S.C. Before me Henry A. Moss Justice of the Quorum - Personally appeared Edward C. Pitts who being duly sworn saith he sees the within marriage settlement sign'd sealed & delivered to the undersigned Wm R. Cox Recd Dawson Jr & Thomas Dawson - Edward C. Pitts
Sworn to before me the 25th day of January 1824. Henry A. Moss 270

Recorded 25th February 1824

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South Carolina,
Beaufort District. This Indenture made and entered into this fifth day of February in the year of our Lord one thousand eight hundred and twenty four between Joseph Porter of the one part and Mary Houseal of the second part and Thomas Talbird and John Melne of third & Witnesbeth. Whereas a marriage is agreed upon and intended to be shortly had and solemnized between the said Joseph Porter and Mary Houseal and whereas the said Mary Houseal is seized in fee of an undivided tract of a tract of land situated lying and being on Broadwhatchie swamp also of an undivided part of another tract of land situated lying and being on Taliifiny river the former containing about one hundred acres and the latter about four hundred twenty eight acres and both tracts constituting a part of the Estate of the late Doctor J. B. Houseal and Whereas the said Mary Houseal is intitled to an undivided part of the Estate of the late Col. Thomas Talbird consisting of both real and personal property and is possessed of the following negro slaves to wit Dinah, Flora, Major Grace Ben, Helen, Diana, James, Nat Belinda, Rinal Nancy John, Mary Ann, Belly and Oliver and upon the treaty of the said intended marriage it was agreed and between the said Joseph Porter and Mary Houseal that the property above mentioned should be settled on the terms and conditions herein after expressed concerning the same. Now these presents witnesseth that the said Mary Houseal for in consideration of the said intended marriage and for and in consideration of the sum of one dollar to the said Mary Houseal well and truly paid before the entering there of by the said Thomas Talbird and John Melne to the said Mary Houseal both

542 State of South Carolina

Blount District Personally appeared before me William G. Talbird being duly sworn makest Oath and saith that he was present and did see Joseph Porter and Mary Houseal sign sealed and deliver the within Instrument of as their Act and deed for the purposes therein mentioned and thate together with C.H. Talbird subscribed as Witnesses to the Execution thereof. Wm: G. Talbird sworn to before me this 20th February 1824 M^r. Joyner P.M.

Recorded 3rd March 1824

State of South Carolina

This Indenture made the first day of March
in the year of our Lord one thousand Eight hundred and twenty
two and in the forty ninth year of American Independence
between John Daniel Legare of the Parish of Christ Church
Planter and a Mary Doughty Legare his wife of the One Part and
James Mathews of the City of Charleston a Trustee of the other
part - Whereas a marriage has been had
since had & solemnized by & between the said John Daniel
Legare and the said Mary Doughty Legare his wife & whereas
the said Mary Doughty Legare was at the time of her said inter-
marriage entitled to a proportion of a certain Estate that
is to say, one Negroe Slave Woman Slave named Adeline
and her Child had also fifteen Shares in the Bank of South
Carolina and two Shares in the Union Bank of South
Carolina and two Shares in the Bank of the United States
all which said Bank Shares the said John Daniel Legare
her Husband hath sold and disposed of and invested the
proceeds of the Sales of the same in other Estate. And whereas
she also the said Mary Doughty Legare will be entitled
to a proportion of the Estate both real and personal now
in possession of her Mother Frances Mathews if she shall
survive the said mother and whereas the said John Daniel
Legare is content and agreed willing and desirous that
all the Estate real or personal which his said wife Mary Dou-
ghty Legare had at the time of her intermarriage or which
shall bear since exchanged, and also all estate real or
personal which his said wife may hereafter be entitled to or
possessed of either by said Will purchase inheritance or
otherwise shall be conveyed to the said James Mathews his
aforesaid his Executors Administrators and assigns
in Trust to and for the uses and purposes ~~herein~~ mentioned
hereinafter mentioned. Now this Indenture witnesseth

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543 that the said John Daniel Legau in consideration of the said Mary
and so had and solemnized and other good and valuable considera-
tion, and for the sum of Five Dollars to her in hand paid before
and being paid by the said James Mathews the receipt whereof is
hereby acknowledged hath granted a bargain sold alene a u-
lately conveyed & confirmed and by these presents do grant bargain
and alien herein conveyed & confirmed unto the said James Mathews
his heirs & assigns forever. All that piece parcel or tract of land
situate lyne and lying in the parish of Christ Church in Chas-
terton District, containing one hundred acres of high land
and to the rest of marsh and shoal land to the same a little
more or less Butting and Bounding to the West on lands
now or lately belonging to Theophilus Elsworth, to the North
on lands now or lately belonging to Clement L. Prince to the East
on lands of Roger Sunderland to the South on a creek run-
ning through the Marsh which said tract of land was late-
ly purchased by the said John Daniel Legau the one half from
Mary Elsworth and the other half from William Sunderland to
whom the same was granted allotted by the Court of Com-
mon Pleas as a part of the Estate of Roger Sunderland
by a Writ of Partition together with all and Singular the
rights, members & appurtenances whatsoever to it upon the
said tract of lands belonging to it and those incident
or appertaining unto the said John Daniel Legau for the
several considerations aforesaid shall remain and hold
assigned reserved and delivered unto the said James Ma-
thews the following heretofore to wit Adeline the two chil-
dren. Ned and Richard, Dinah the children sue Rich-
ard and Mary Martha Victoria. To have & to hold
the said piece parcel or tract of land and also the said
several Negro Slaves together with the future issue &
increase of the females such as are female unto the
said James Mathews his heirs executors administra-
tors and assigns forever upon the Special uses Two
as and confidence herein particularly mentioned and
set forth that is to say in trust to and for the sole &
separate use & behoof of the said Mary aforesaid Legau
for & during the term of her natural life notwithstanding
standing her coverture so that the same or any
part of the same Estate hereby intended to be conveyed
or the proceeds or the income of the same shall not in

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any wise be subject or liable to the discharge interceding
Engagements Debts or incumbrances of the present or any future
bander And from & immediately after the death of the said
Mary Doughty Legare Then in Trust for the use of such
or Children if, more than One Child, of the said Mary Doughty
Legare, as shall be living at the time of her death and take
her or their Lives and Appear present and in case there shall
be no issue of the said John Daniel Doughty Legare living
at the time of her death then to and for such person
as persons as the said Mary Doughty Legare may by her
last Will and Testament, or any part hereof, be directed to be such
as she deems most convenient in case she shall leave no
Heirs then to and for the sole use and behoof of the said
John Daniel Legare if in trust as above, but if there
be no issue Doughty Legare creates: survive the said John Dan
Legare leaving notwithstanding disposition of the said estate or chil
dren to inherit the same then at her death to and for his wife
Katherine Stewart it is her will neverthless that it shall, and may
be lawful to and for the said James Matthews his executors
and administrators at the request of the said Mary Doughty
Legare to be witnessed in Writing under her hand that
she doth in the presence of two or more witnesses, at any time
during the continuall continuall or either coven or the con
tract bargain and sales the said piece parcel
or tract of land and premises herein before mentioned
described in the said Deed or either of them and the
Issue of such as are female herein before mentioned
Provided also that the said James Matthews his executors
and administrators shall & do well truly have and appertain
disposse of all and every sum and summet of money arising
from such sales or Sales in the purchase of each other Estate
real or personal as the said Mary Doughty Legare notwithstanding
such description to Withe the court to account shall direct
him and appoint under her hand and Seal Within his
and aforesaid subject nevertheless to all the several Trusts
conditions limitations provisions intents & purposes & terms
before made mentioned declared limited and provided
and intended by their parents and the said John
Daniel Legare doth by their parents coven and sayes
promise legare to and with the said James Matthews
his Executors & administrators in manner following that

545 In the said John Daniel Legard for himself his heirs executors
administrators & assigns doth renounce release and forgive unto
him to sue to all or any Estate real or personal to which his
said wife Mary Doubtless Leavitt may hereafter happen or be enti-
tled to and may or may not have whatsoever. And that he the
said James Mathews his Executors & administrators shall have
recd and take all such estate as the said Mary Doubtless
Legard may hereafter be entitled to and to have and to hold
all such estate in the same manner & for the same uses intents
and purposed as heretofore particularly mentioned
and also in the Concerning the Estate much Conveyed & intended
to be conveyed to. And the said John Daniel Legard for him
self & his executors & administrators doth covenant
nomine and agree to and with the said James Mathews his
Executors & administrators that he the said John Daniel Le-
gard shall & will from time to time ~~do~~ and at all times
hereafter at the request of the said James Mathews his exec-
utors & administrators or anyone make & execute all & occupy
such further & other lawful & reasonable acts & acts thing &
things diverse consequence & appearance in the law for the
putting better and more perfect quittance, conveying and
discharging all the estate herein above hereby intended to be
conveyed or to which the said Mary Doubtless Legard
may hereafter be entitled unto the said James Mathews
his Executors & administrators on the same trusts and to and
for the same uses intents and purposes hereinbefore mentioned
and discharge unto the said John Daniel Legard doth freely for-
swear by his Executors and administrators covenant promises
and agree to and with the said James Mathews his Exec-
utors & administrators that it shall and may be lawful
for the said Mary Doubtless Legard at any time hereafter
notwithstanding his Executors & the other Executor or Testator
the last Will and Testament or any paper purporting
to be his last Will and Testament to give devise bequeath
& dispose of all or any part of the Estate herein before
mentioned & conveyed or intended to be conveyed as
she shall think fit provided that the said Mary Dou-
bts Legard shall leave no Child or children alive
at the time of her death In witness Whereof the
said parties to these presents have hereunto
set their hands and Seals the day and year

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John Daniel Legard (Ley)
Signed, sealed & Delivered Mary Doughty Legard (Ley)
in the presence of the Lord Nat'l. of Cal. & H. Kewt. (Ley)
Daughter and just intituled in Trustee

27th June 1824. John C. Miller. Mrs. E. Legard.

John C. Miller made oath that he was present and saw
John Daniel Legard, Mary Doughty Legard and James Mathews
Sign their & deliver the foregoing instrument of Writing, for the
use and purpose which mentioned and that he did with
them, justify the due execution of the same.

Court to before me this 4th March 1824.

Mrs. Sarah C. Miller Esq.

Charleston, March 4th 1824.

The State of South Carolina.

This indenture is made this twenty-fourth
day of February in the year of our Lord one Thousand One
Thousand Eight hundred and twenty four and of the Sovereignty
and Independence of the United States of America the forty-eighth
between John Dawson of Charleston in the said State of
South Carolina and Lawrence E. Dawson of the other part
of the Bar, and a marriage to shortly to be had and accom-
plished between the said John A. Dawson and Frances L. Ford
the daughter of Jacob Ford Esquire aforesaid: And whereas
it is expedient that some provision should be made for his said
expected wife and the children who may hereafter be born to
him the said John A. Dawson does therefore this indenture witnesseth
that the said John A. Dawson in consideration of
the premises and further in consideration of the sum of ten
Dollars to him in hand paid in the said Frances L. Dawson
and Lawrence E. Dawson the receipt whereof is hereby ack-
nowledged. hath granted bargained sold, aliened, released, con-
veyed, and confirmed unto both by these presents grant barg-
ained, sold, aliened, released, conveyed, and confirmed unto the said Sa-
muel L. Dawson and Lawrence E. Dawson all that lot, piece
or parcels of Land situate lying and being on the East side
of Meeting Street in the said City of Charleston known by
the number ten (No 10) building and bounded to the North or
lands of John Lewis to the South on lands occupied by the said
Samuel L. Dawson to the East on lands now or lately of the
Estates of Elizabeth Cox and Thomas Ball deceased and
to the West on Meeting Street aforesaid measuring in front
only three feet three inches, more or less and in depth

547 ninth five feet more or less together with all and singular
the rights members, privileges tenements and hereditaments, and
appurtenances to the said premises belonging or in any wise
incident or appertaining to have and to hold the said Lots
or piece or parcel of Land with the appurtenances unto the said
Samuel H. Laddson, and Frances F. Dawson their heirs, and assigns
forever in Trust, nevertheless to ana for the several joint tenan-
ces and purwrecessions expunged and declare of and concern-
ning the same that is to say the trust is ana for the sole and separate
use benefit and behoof of the said Francis F. Ford, for and during
the term of the natural life without heirs in any manner
liable for the debt, contracts, or engagements of the said John
H. Dawson or of any husband whom she may hereafter have
and should the said Francis F. Ford survive the said John H.
Dawson then upon the death of the said Francis F. Ford his
husband to ana for the sole use benefit and behoof of the joint issue
lawfully begotten between the said John H. Dawson and Fran-
cis F. Ford living at the death of the said Francis F. Ford
if one here to that one has or has had and assigns, a brother
sister and friend and of more than one then the other their
heir and assigns have and share alike absolutely and
forever as tenants in common. And should the said John
H. Dawson survive the said Francis F. Ford then in such
after the death of the said Francis F. Ford to ana for the
sole use benefit and behoof of the said John H. Dawson
for and during the term of the natural life and upon the
death of the said John H. Dawson as after said surviving
the said Francis F. Ford then in Trust to ana for the
sole use benefit and behoof of the joint issue lawfully begotten
between the said John H. Dawson and Francis F. Ford
living at the death of the said John H. Dawson if one
here to that one has or has had and assigns absolutely and
forever and if more than one then their heirs and
assigns have and share alike absolutely and forever
in common; and in the event of either the said Francis
F. Ford surviving the said John H. Dawson or the said
John H. Dawson surviving the said Francis F. Ford
and before the death of the survivor of them, and or either of
the survivors joint issue lawfully begotten between the said
John H. Dawson and Francis F. Ford shall have mar-
ried and die leaving lawfully begotten issue alive at

548 the death of the survivor of them the said John H. Dawson and
Frances L. Ford then and in their case in Trust that the lawfully
begotten issue of such joint issue so dying as aforesaid of the said
John H. Dawson and Frances L. Ford have take and receive
the same share or shares in the property herein and hereby en
joyed or intended it to be as his her or their parents or parents would
have had taken and received to him her or them his her
their heirs or assigns share and share alike absolutely and
for ever as tenants in common: And should the said Frances
L. Ford survive the said John H. Dawson or the said John
H. Dawson survive the said Frances L. Ford and no joint
issue lawfully begotten between the said John H. Dawson and
the said Frances L. Ford and no lawfully begotten issue of
such joint issue of the said John H. Dawson and Frances
L. Ford be alive at the death of the survivor of them the said
John H. Dawson and Frances L. Ford then and in that
case in Trust to and for the sole use benefit and behoef
of such person or persons and for such Estate or Estates
as the survivor as aforesaid of the said John H. Dawson
and Frances L. Ford made by deed duly executed under
his or her hand and Seal of it and by her or her last Will
and testament duly made and executed nominate limite
directs and appoints; and on the failure or want of such nomi
nation limitation direction and appointment in Trust to and
for the use benefit and behoef of the right heirs of the survivor
of them the said John H. Dawson and Frances L. Ford abso
lutely and forever free and discharged from all further and
other trusts. And further in Trust that from time to time and
all times hereafter it shall and may be lawful to and for
the said James H. Dawson and Florence E. Dawson and
the survivor of them their heirs and assigns by and with
the advice and consent of the said John H. Dawson and
Frances L. Ford or of the survivor of them their heirs and
assigns said property herein conveyed and intended it to be
! And any and every part thereof to bargain sell mortgage
and charge and the proceeds thereof to be reinvested and
the same again to sell mortgage and convey as often and in
such ways as may seem beneficial and advantageous
subject always heretofore to and for the same uses in
tents and purposes herein before expressed and declared
of and concerning the same. And lastly it is expressly

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revered, and
the lawfully
of the said
and receive
a hourly comp-
ments, and by
them his two
lately and
said Francis
the said John
and no joint
S. Dawson and
other spouse of
in and Francis
them the said
and in that
s and behalf
tale or estate
H. Dawson
executed under
last will
nate limits
of such power
last to and
of the said
S. Ford also.
I further and
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Dawson and
and with
Dawson and
a husband
led it to be
e mortgage
mortgaged and
often and in
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549 remonited promised, granted and agreed by mutual consent
to those presents that it shall and may be lawful to and for the
said John H. Dawson and Francis S. Ford, or the survivor of
them in and by his or her said names his or her hand and seal,
the presence of two witnesses whereof often as may be thought
proper to constitute nominate and appoint another trustee or trust-
ee in the place and stead of the said James H. Dawson and
Lawrence E. Dawson or of the survivor of them one of them or his/her
espcr a successor as Trustee or Trustees as aforesaid always known
by and with the consent and approbation of the then ex-
isting trustee and the successor as Trustee or Trustees as
aforesaid last constituted nominate and appointed shall
and will 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 H. Dawson
and Lawrence E. Dawson as Trustees as aforesaid and the
person or persons formerly Trustee or Trustees in whose place
and stead such new Trustee or Trustees may be appoint-
ed shall be forthwith forthfrom exonerated and dis-
charged by witness whereof the said parties to these
subents have hereunto interchangably set their hands
respective hands and Seals the day and year in that
behalf just above written

John H. Dawson (L.S.) James H. Dawson (L.S.) Lawrence E. Dawson (L.S.)
Signed Sealed and delivered in the presence of S. M. P.
Lee. Samuel G. Barker, Samuel G. Barker made
oath that he saw John H. Dawson. James H. Dawson
and Lawrence E. Dawson sign Seal & deliver the forgo-
ing instrument of writing for the usance purpose
therein mentioned and that he with S. M. P. Lee. wit-
nessed the due execution of the same
Done to before me this 15 March 1824. M. Laval. Not. Pub.

Recorded 15th March 1824

South Carolina

This Indenture made this nineteenth day
of February in the Year of Our Lord One Thousand eight hundred
and twenty four between Benjamin Haig Butledge
of Charleston, Esquire, of the first part, Alice Weston of
Charleston Spinster, of the second part and Joshua Ward
and Francis Hinckley Haig of Georgetown Esquires. It is
as a marriage is with full permission intended to be

550 Shortly had and Solemnized between the said Benjamin H. Pitt
and Alice Weston: And the said Alice Weston being seized, and
possessed in her own right, of an undivided part or portion of a
certain lot of land, on the West side of Meeting Street in the
city of charleston, bounded on the North by lands of Plowden
Weston Esquire, on the East by Meeting Street, on the South
by lands now or lately of Mr. Blake, and on the West by the
Quaker Meeting ground: And also of an undivided part of a
~~plantation~~^{section} on Wando in the Parish of Christ Church, in the
District aforesaid, by inheritance from her father the late Mr. Ben-
jamin Weston: And is also possessed of certain Negro Slaves, of
Whom a description will be found in a certain Schedule, Schedule
hereunto annexed; and is also possessed of and entitled to certain
sums of Money due and belonging to her; and has also contracted
for the purchase of one other lot of land of land in the City
of charleston adjacent to the above, from Plowden Weston Esq.
in exchange for her interest in the plantation aforesaid and
the estate in expectancy mentioned in the Schedule annexed
And Whereas it is agreed that the foregoing estate, real and personal
shall be settled and divided to the uses of the said intended mar-
riage. Now this Indenture witnesseth, that the said Alice West-
on by and with the consent of the said Benjamin H. Pitt
signified by his being a party to and executing these presents
Granted, granted, bargained, sold and by these presents doth
grant, bargain and sell unto the said Joshua Ward &
Francis P. Hough and their heirs all her undivided part
and estate in the lots of land and plantation herein before
mentioned; And that she the said Alice Weston hath granted
bargained and sold and by these presents doth grant, bargain
and sell to the said Joshua Ward and Francis P. Hough
and the survivor of them and the executors and adminis-
trators of such survivor all the aforesaid Negro Slaves, and
all and singular the money aforesaid due and belonging to her
In trust ~~as and for~~ Negro Slaves and to and for the uses follow-
ing that is to say. In trust for the use of the said Alice Weston
until the said intended marriage shall be had and ob-
served. And from and after the said marriage, then in trust
to permit and suffer the said Benjamin H. Pittidge and
Alice Weston to receive the rents issues and profits of the
real estate, and the labour, hire and use of the said
Negro Slaves, and the interest and dividends of the

550 Shortly had and Solemnized between the said Benjamin H. Pitt
and Alice Weston: And the said Alice Weston being seized, and
possessed in her own right, of an undivided part or portion of a
certain lot of land, on the West side of Meeting Street in the
city of charleston, bounded on the North by lands of Plowden
Weston Esquire, on the East by Meeting Street, on the South
by lands now or lately of Mr. Blake, and on the West by the
Quaker Meeting ground: And also of an undivided part of a
~~plantation~~^{section} on Wando in the Parish of Christ Church, in the
District aforesaid, by inheritance from her father the late Mr. Ben-
jamin Weston: And is also possessed of certain Negro Slaves, of
Whom a description will be given in a certain Schedule, Schedule
hereunto annexed; and is also possessed of and entitled to certain
sums of Money due and belonging to her; and has also contracted
for the purchase of one other lot of land of land in the City
of charleston adjacent to the above, from Plowden Weston Esq.
in exchange for her interest in the plantation aforesaid and
the estate in expectancy mentioned in the Schedule annexed
And Whereas it is agreed that the foregoing estate, real and personal
shall be settled and divided to the uses of the said intended mar-
riage Now this Indenture witnesseth, that the said Alice West-
on by and with the consent of the said Benjamin H. Pitt
signified by his being a party to and executing these presents
Granted, granted, bargained Sold and by these presents doth
grant bargain and Sell unto the said Joshua Ward &
Francis P. Hough and their heirs all her undivided part
and estate in the lots of land and plantation herein before
mentioned; And that she the said Alice Weston hath granted
bargained and Sold and by these presents doth grant bargain
and Sell to the said Joshua Ward and Francis P. Hough
and the survivor of them and the executors and adminis-
trators of such survivor all the aforesaid Negro Slaves, and
all and singular the money aforesaid due and belonging to her
In trust ~~as and for~~ Negro Slaves and to and for the uses follow-
ing that is to say, In trust for the use of the said Alice Weston
until the said intended marriage shall be had and ob-
served. And from and after the said marriage, then in trust
to permit and suffer the said Benjamin H. Pittidge and
Alice Weston to receive the rents issues and profits of the
real estate, and the labour, hire and use of the said
Negro Slaves, and the interest and dividends of the