

moneys aforesaid, to the joint use and benefit (without being
 subject to the contracts or engagements of the said Benjamin H. Rutledge and
 Alice Weston) should die leaving issue of the said marriage
 then to the use of the Survivor of them the said Benjamin H.
 Rutledge and Alice Weston, to his or her use and to the sup-
 port, maintenance and education of the issue of the said
 marriage, so long as such survivor may live: and from and
 after the determination of that estate then in trust for the
 issue of the said marriage living at the death of the
 survivor, according to the nature of the said estates in fee
 simple or forever equally divided between them if more than
 one, agreeably to the order of the act of assembly for the dis-
 tribution of intestates in intestates' estates. But in case either
 of them the said Benjamin H. Rutledge and Alice Weston
 should die without leaving issue of the said marriage
 then to the use of the survivor of them the said Benja-
 min H. Rutledge and Alice Weston and his or her ^{in case} heirs
 executors and administrators and each of them of them
 the said Benjamin H. Rutledge and Alice Weston
 should die leaving issue, but such issue should die in
 the lifetime of ~~the~~ ^{the} survivor of them the said Benjamin
 H. Rutledge and Alice Weston then to the use of such
 survivor and his or her heirs Executors and administrators
 (And it is hereby agreed by and between the parties to these
 presents, that the said Joshua Ward and Francis H.
 Hough shall have full power and authority to get in and
 collect all moneys due and belonging to the said Alice
 Weston, and to lay out the same upon like uses as are here-
 in before expressed: and also that they the said Joshua Ward
 and Francis H. Hough or the survivor of them shall have full
 power and authority to sell all ^{any} part of the Estate
 real or personal here in before mentioned and to lay out
 and invest the purchase money or proceeds by and with
 the consent of the said Benjamin H. Rutledge, and
 Alice Weston, or the survivor of them to the like uses and
 purposes as are herein before mentioned declared of and
 concerning the same. In Witness whereof the parties to
 these presents have hereunto set their hands and seals
 the day and Year first above written

Bm^r H. Rutledge (Ls) Alice Weston (Ls) Joshua Ward (Ls) Francis H. Hough (Ls)

552. *Schedule*
Summer. Betty, Sophia Prince, Primm, Ned, Ligette, Sampson, Mary
Sully, Lemina Skinner Henry, Saphne Silinda. Mingo, Mollie
Faldenick, Temmore, Dina, Joshua Ward to Alice Weston. *Black*
late Penalty \$10,000. J^r Paul Weston & George Hand
to Alice Weston. Bond date \$3000. Stock in the
Planters & Mechanics Bank. The expectancy and presun-
tive right of the said Alice Weston in the Estate of John Weston
as next of kin and under the deed of exchange executed between
her and Plowden Weston Esquire. A certain lot of land in Char-
leston in Meeting Street, bounded on the North by Linah's land
& on the South by lands belonging to the estate of William Perkins
extending on the West to the Quakers Burying Grounds, as will
more fully appear by an Indenture bearing date the 7th February
1824 & Signed by Plowden Weston, Benj^r A Rutledge, Alice
A. Weston Joshua W^r Ward, Ch^s R. Hugue, dated 19th February
1824. Witnesses Tho^s Ward & S. Ward.

Deed, f Sealed & delivered in the presence of (the letters "in the" in the
line being erased & the word "such" in the 14th line of the same
struck out). Joseph P. Labruce, S. Ward.

State of South Carolina

Georgetown District } Personally appeared Joshua Ward Esq^r
who being duly sworn said that he was present and saw the
within named Benjamin H. Rutledge Alice Weston Joshua
S. Ward & Francis R. Hugue sign Seal & as their act and
deed deliver the within instrument of Writing (namely)
Marriage Settlement for the intents and purposes therein
expressed & that he this deponent together with Joseph P. La-
Bruce subscribed their names as witnesses thereto.
Sworn to before me this 23rd Feb^r 1824 S. Ward.

Th^s Skene. D. U.

State of South Carolina } Personally appeared Joshua Ward Esq^r
Georgetown District } who being duly sworn said that he
was present and saw the within named Benjamin H. Rutledge
Alice Weston Joshua S. Ward and Francis R. Hugue sign
Seal & as their act and deed deliver the within Schedule for
the intents and purposes therein expressed & that he this depo-
nent & Thomas Ward Esq^r subscribe their names as witnesses
to the due execution thereof. S. Ward

Sworn to before me this 23rd Feb^r 1824 Th^s Skene. D. U.

Recorded 23rd March 1824

acutest & ex-
cised

553 This Indenture of three parts made this twenty first day
January in the Year of Our Lord One Thousand Eight Hun-
dred and twenty two. Between Aaron Lopez of the first part
at Eleanor Cohen upon contract of the second part and
Solomon Cohen Junior of the third part. Whereas the said
Eleanor Cohen is possessed of and entitled unto a Negro Wo-
man named Lucy and her three Children named Beck Billy
& Daniel & their future issue and increase and also a Bond
or obligation of James Legu conditioned for the sum of seven
hundred & fifty Dollars with Interest from the first day of
January 1822. And Whereas a Marriage is intended to be
shortly made and solemnized between the said Aaron
Lopez and Eleanor Cohen upon contract of which Mar-
riage the said Aaron Lopez hath agreed if the same shall
take effect that then notwithstanding the said marriage he
the said Aaron Lopez his Executors, administrators, or assigns shall
not nor will intermeddle with or have any right title or Interest
either in Law or Equity of in or to the said female Negro Woman
named Lucy and her three Children named Beck Billy & Dan-
iel & their future issue and increase but the same shall
remain continue and be to the said Eleanor Cohen or to such
uses as the said Eleanor Cohen shall think fit and ap-
point. Now this Indenture Witnesseth that for the making
the said agreement effectual in the Law and for the ex-
ecuting the said Negro Woman named Lucy & her three
Children named Beck Billy & Daniel & their future issue
increase and the Bond or obligation above mentioned
to and for the separate use of the said Eleanor Cohen
and so that the same shall not be in the power or
disposal of the said Aaron Lopez or the said Aaron
Lopez doth for himself his Executors and administrators
and assigns of this covenant promise bargain and with the said Eleanor Cohen & her
by these presents that notwithstanding the said intend-
ed marriage shall take effect the said Negro Woman
named Lucy and her three Children named Beck
Billy & Daniel & their future issue and increase and
the above mentioned Bond or obligation with the interest
shall be accounted reckoned and taken as a separate
and distinct Estate of and from the Estate of him
the said Aaron Lopez and be no ways liable or
subject to him or to the payment of any of his debts
but if the said Eleanor Cohen thinks fit the

Negro

554 above named shall be sold and the money arising ^{from the sale} ~~to be~~ ^{to be} ~~applied to the purchase of such negroes or a~~ ^{that the money arising from the sale} ~~shall be laid out in the purchase~~ ^{of such property as the said Eleanor Cohen shall think} ~~fit which purchases during the coverture shall be taken~~ ^{and made in the name of the said Solomon Cohen Senior} ~~or in the name of names of such other person or persons as~~ ^{the said Eleanor Cohen shall order and appoint in} ~~the said Eleanor Cohen shall order and appoint in~~ ^{trust for her the said Eleanor Cohen and from and after the death of} ~~her the said Eleanor Cohen in case there shall be any child~~ ^{children of the body of the said Aaron Lopez or} ~~children of the body of the said Eleanor Cohen his intended wife begotten~~ ^{which shall be then living upon this further trust that} ~~the above named Negroes and the money arising from~~ ^{the above bond or obligation or the property purchased by the} ~~said trustee from the money arising from the above bond~~ ^{obligation shall go and be equally divided between or amongst} ~~all and every such children if more than one part and~~ ^{share alike and in case there shall be no child of the body} ~~of the said Eleanor Cohen by the said Aaron Lopez her~~ ^{intended husband begotten living at the time of the death} ~~of the said Eleanor Cohen then and in that case such care~~ ^{upon such further trust that he the said Trustee his heirs and} ~~Executor administrator and assigns in case the said Aaron~~ ^{Lopez shall survive and outlive the said Eleanor Cohen his} ~~intended wife shall transfer and deliver to the said~~ ^{Aaron Lopez all the Negroes and Bond or obligation above} ~~named or any substitution of property which may take~~ ^{place in the room of the above mentioned Negroes and} ~~Bond or obligation in Witness Whereof the said Aaron~~ ^{Lopez have hereunto set my hand and seal the day and year} ~~first above written~~ ^{first above written} Aaron Lopez. (L.S.)

Signed Sealed & delivered in the presence of Abraham Myers.
South Carolina.

Georgetown District } Personally appeared Abraham Myers who
being sworn maketh oath that he did see Aaron Lopez
Sign & Seal the within instrument of Writing to & for the
purposed therein mentioned that he did subscribe his
name as a Witness thereto. Abraham Myers.
Sworn to before me this 19th March 1824. John Cohen S. J.
Recorded 25th March 1824

City of Charleston

This Indenture of three parts made
 made this twenty fourth day of February in the year of our Lord one thousand
 and eight hundred and twenty four Between James S. Hopkins of the
 first part, Margaret M. Mazyck of the second part and Dr. Samuel
 Wilson Junr. and Henry O'Hara of the third part. Whereas Thomas
 Young maternal grandfather of ^{the said} Margaret M. Mazyck died many
 years since leaving a will duly executed a bearing date the twelfth day
 of December one thousand seven hundred and eighty nine 1789 and
 a Codicil dated the twenty sixth day of January 1792. And Benjamin
 Mazyck paternal Grandfather of the said Margaret M. departed this
 life many years since leaving a last Will and testament duly executed
 and bearing date the twenty first day of October 1796. And Stephen Mazyck
 Father and likewise a Codicil duly executed and bearing date the twenty first
 day of July 1797. And Stephen Mazyck Father of the said Margaret M.
 having died some few years since, and left a will duly executed dated the
 twenty third day of August 1808. And Whereas the said Margaret M. is in-
 titled to and interested in certain property both real and personal and in
 and by the last Wills testaments and Codocils as will appear by a refer-
 -ce to the same in the Ordinarys Office for Charleston District and the
 said Wills and Codocils are herein and hereby referred to and declared
 to be and are taken to be parts of this Indenture as fully and effectually
 as tho' the same were herein particularly recited. And Whereas the
 said Margaret M. Mazyck is entitled under a gift from her Grandfather
 Benjamin Mazyck to the following negro slaves, viz Mary Ann, Satia
 Mary, Francis Robin, Selina and Susannah. And Whereas also
 it is yet uncertain what are the exact nature & extent of the rights and
 interests of the said Margaret M. Mazyck in the various property
 real and personal, embraced in and under the said Wills and
 Codocils, in as much as doubts are entertained as to the legal effect and
 operation of the same, and it is unknown what may be the opinion and
 direction of a competent Court in relation to the same, so that it is not
 practicable to set forth with accuracy and distinctness in the usual
 form of a schedule the specific Estate real and personal in and to which
 the said Margaret M. Mazyck is entitled or interested in except as is set
 forth in the schedule herewith. And Whereas a Marriage is intended
 by Gods permission to be shortly had and solemnized between the said
 James S. Hopkins and the said Margaret M. Mazyck and upon the con-
 -ty of such intended marriage it was agreed that the Estate Real and
 personal which the said Margaret M. is now or may be at any time hereafter
 entitled to or interested in whether under the said Wills or Codocils

556 ^{person or any other} upon any other manner should be settled & secured in Trust. to and for the
several uses interests and purposes, and under and subject to the several powers
limitations and agreements herein after declared. Now this Indenture
Witnesseth, for effectuating the said agreement entered into upon
the treaty for the said intended marriage and in consideration of said
intended marriage and also for and in consideration of the sum of one
dollar by the said Samuel Wilson Junr. and Henry O'Hara to the said
Margaret M. Mayzick ^{her} ~~at and before the sealing & delivery of these presents~~
^{well & lawfully paid} she the said Margaret M. Mayzick hath granted bargained sold and relea-
sed and confirmed and by these presents doth grant bargain sell relea-
and confirm unto the said Samuel Wilson Junr. and Henry O'Hara and
the survivor of them and the heirs Executors administrators and assigns of
such survivor All the Lands tenements hereditaments goods chattels and
things in action, and all and singular other the ~~real and personal~~
Estate whatsoever which the said Margaret M. as Devisee and Legatee
under the said Wills and Codocils as also all and singular the follow-
ing Negro Slaves, viz: Mary Ann, tatoria Mary Francis Robin Sabine
& Susannah with the future increase and increase of the females.
Also such Estate as any Person or Persons may have in Trust for her
is, or are seized of entitled to possessed of or interested in, whether in fee-
-simple remainder or reversion, a by way of Executory, devise or otherwise
in any manner whatever. And all the Estate right title interest use trust
claim and demand whatsoever both at law and Equity of her the said
Margaret M. of us to or out of her or any part thereof. To Have and to
hold the ^{real} ~~real~~ and personal Estate of whatsoever nature and description
herein before mentioned to be hereby granted and released as aforesaid
and every part and parcel thereof with their and every of their appurte-
-nances unto the said Samuel Wilson Junr. and Henry O'Hara and
the survivor of them their Heirs Administrators and assigns according
to the nature of the Estate. In Trust that is to say To the Use of the
said Margaret M. Mayzick her heirs Executors Administrators &
assigns untill the said Marriage shall be had & solemnized ~~untill~~
and from and immediately after the solemnization of said intended
marriage Then Upon Trust to permit and suffer the said James
Hopkins and Margaret ~~to have~~ Mayzick to have use occupy and enjoy
and to take the Tenements, hire, interests and profits of all and singular
the said Estate Real and Personal which the said Margaret M.
is now entitled seized and possessed of ^{of} of which she may at any time
hereafter during her said marriage be seized or possessed of entitled
to or interested in for and during the time of their joint lives to and for the
sole use benefit and maintenance education & support respectively of

557. them the said James and Margaret M. and of any child or children
the issue of her body by the said marriage. So that the same shall not
in any manner or at any time be subject to or liable for any debts con-
-cts or engagements whether present or future of the said James S.
And upon this further Trust that the said Margaret M. shall have
full power and authority notwithstanding her coverture at any time dur-
-ing said marriage to dispose one moiety or half of all the said real
and personal Estate by her last Will and testament duly executed
according to Law ^{to any person or persons} and subject to any limitations
provisos and conditions for any Estate or Estates she may chuse.
But if the said Margaret M. should depart this life, living the said
James S. without having made any such disposition by last Will and
Testaments in whole or in part of such moiety or half. Then to permit
and suffer the said James S. as to such moiety or half or any part ther-
-of not disposed of ~~the~~ to have use occupy and enjoy the same and to
take the Tenths issues profits and hire thereof for and during the term
of his natural life for the sole benefit use maintenance and education
respectively of him the said James S. and of any child or children of
said marriage on the conditions nevertheless before expressed. And
upon this further Trust in case the said James S. should die first
to permit the said Margaret M. to hold and enjoy one moiety or one half
of said Estate real and personal during her natural life and as to the
remaining moiety or one half ^{that is hereby declared and agreed that she} shall upon such survivorship be and become
her absolute property free and discharged from all uses Trusts and limita-
-tions herein set forth as fully and effectually as this deed had never
been made and shall be subject to her disposition Will or otherwise
according to Law. And upon this further Trust should the said Marge-
-ret M. survive the said James S. leaving no issue of her body at her
death nor the issue of any deceased child or children then alive and
provided no child or children of the said Margaret M. should have
died in her life time after having attained Twenty one or day of marri-
-age then that the whole of said Estate shall be and become the absolute
property of the said Margaret M. for her sole use benefit and behoof
forever subject to her Will and dispositions and freed from all trusts
limitations and conditions herein declared. But should the said James
S. survive the said Margaret M. and they should ^{then alive} ~~as~~ child or chil-
-dren of said marriage ^{and provided no child or children of said marriage} should have died in the life time of such sur-
-vivor after having attained Twenty one Years or day of marriage.
Then the whole of said Estate real and personal shall be and become
the absolute property of the said James S. for his sole use benefit
and behoof forever. Subject to his Will and disposition and freed from

558 all trusts uses limitations and conditions herein expressed and declared. Provided nevertheless that nothing in this last clause shall ~~be~~ ^{be} taken or operate to prevent the said Margaret M. ~~in~~ ⁱⁿ disposing of a moiety or one half of her Estate as herein before declared. And provided also and it is hereby agreed that it shall and may be lawfull for the said Samuel Wilson Jr. and Henry O'Hara and the Survivor of them and his Heirs Executors and Assigns as the case may be at any time or times after the solemnization of the said marriage, with the consent and approbation of the said James S. Hopkins and Margaret M. Mazzyck testified by some writing signed by them ~~the~~ ^{the} Survivor of them and attested by one or more credible and disinterested witnesses, to grant bargain sell and convey dispose of lease or exchange any part of said Estate Real or personal. Provided nevertheless that the monies or proceeds arising therefrom shall be taken, conveyed, held, and received upon, and for the same trusts uses limitations and conditions as before expressed and declared in this deed. And lastly it is hereby declared ^{agreed} that notwithstanding any thing contained in this deed all and singular the real and personal property herein and hereby intended to be conveyed and settled shall be and continue to be subject to the uses trusts limitations and conditions in and by the Wills and Codocils herein before referred to expressed of and concerning the Same or any part or parts thereof. And also that the said Margaret M. shall have full power and authority to alter notwithstanding her coverture this deed. In Witness Whereof the parties to these presents have hereunto set their hands and Seals the day and Year first above written.

Signed sealed and delivered
in presence of, Charles T. Brown } J. S. Hopkins ... LS
Benj^r F. Pepon } Margaret M. Mazzyck. LC.
Sam^l Wilson Jr. ... LS
Henry O'Hara ... LS

Benj^r F. Pepon made oath that he saw J. S. Hopkins Margaret M. Mazzyck Sam^l Wilson Jr. & Henry O'Hara sign seal and deliver the foregoing ^{marriage settlement} instrument of writing for the uses and purposes therein mentioned and that he together with Charles T. Brown witnessed the same. Sworn to before me this 13th April 1824 Wm. Laval Not. Pub. State of South Carolina. Between James S. Hopkins of the 1st part Margaret M. Mazzyck of the 2^d part & Doct^r Samuel Wilson Jr. & Henry O'Hara of the 3^d part. 1st under the will and Codocil of Thomas Young 1/2 part of the Wooden house and Lot 1261 Church Street opposite the Mariners Church 1/2 part of a family of negroes Jenny and her four children viz. William and Tom Carpenter, Polly and Charles. A similar share in some family plate 1/2 of an

559 undivided fourth of two Tracts of land one situated at the front
 and the other in the back country. All the above subjects to the life
 Estate of her Mother Mary Mazyck. 2^d Under the Will and Cod-
 -cil of Benjamin Mazyck 1st of all that ^{plantation} in the parish of Saint
 James horse brick commonly called the Brick Barn plantation
 excepting so much of the same as lies South of the back river road
 this part being devised by Stephen Mazyck to his son Benjamin and ex-
 -cepting also 500 Acres being that part which lies most contiguous to the
 -et of land called Rochford this part being devised by Stephen to his son
 Alexander which said Plantation called Brick Barn with the above
 exceptions was devised by Stephen to his son Paul Havenel Mazyck for
 and after his death to his children but as he has left none it passed the Will
 of his Grandfather Benjamin Mazyck by which it was devised to his
 son Stephen for life after his death to his widow Mary Mazyck and at
 death of said Mary Mazyck to be equally divided among the children
 of Stephen his Son, so as that the share of a female child shall in value
 be each less than the share of a male child by 1st one fourth part of the
 share of a male child 1st of 1st of all the negroes bequeathed by Ben-
 -jamin Mazyck to Stephen Mazyck and by Stephen Mazyck to his
 three sons Benjamin Paul and Alexander which said 1st was given by
 Stephen to his son Benjamin for life and after his death to his children
 should he die without children it would then be distributable under the
 Will of his Grand Father Benjamin among the children of Stephen
 so his having died without children and unmarried Margaret M
 Mazyck is entitled to the above 1st one sixth 1st of all the remainder
 of his slaves bequeathed by Benjamin to the Trustees for the use of his son
 Daniel for life after his death to be equally divided among his children
 3^d Under the Will of Stephen Mazyck a legacy of \$6,000 dollars be-
 -queathed by her Father to each of his daughters also two negro ~~negro~~ girls
 to be chosen by them. 4th Under the Trust deed of Paul R Mazyck
 1st of all his Estate Real and personal conveyed in Trust his Mother
 Brothers and sisters should the said Deed be adjudged in revocable
 5th Also all the following negroes Slaves viz: Mary, Ann, Patience Mary
 Francis Robby, Sabina and Susannah and also all other property real
 and personal ^{whether} in possession remainder or reversion or otherwise to which
 said Margaret M Mazyck is now or may hereafter be entitled or in inter-
 -ested in under the above Wills. Codocils and deed or in any other manner
 Given under our hands and seals this twenty fourth day of February in
 the Year of our Lord one thousand eight hundred & twenty four
 signed sealed and delivered } J. Hopkins (SS) Margaret M. Mazyck (SS)
 in presence of } Saml. Wilson Jr. (SS) Henry C. Hara (SS)
 Benj. F. Peck

560 Benj. F. Pepon made oath that he saw S. Hopkins, Margaret M. Mayzek Saml. Wilson Sr. and Henry O'Hara sign seal & deliver the foregoing Schedule for the uses and purposes therein contained and which together with Charles J. Brown witnessed the same. Sworn to before me this 13th April 1824

Wm. Laval Not. Pub.

Recorded 13th April 1824

South Carolina

This Indenture Tripartite made the 18th day of February Anno Domini one thousand eight hundred and twenty four. Between Francis D. Poyas of the first part and Miss Martha S. Stent of the second part and John W. Holmes of the third part, all of the City of Charleston in the State aforesaid. Whereas a marriage is intended to be shortly had and solemnized by and between the said Francis D. Poyas and Martha S. Stent. And Whereas the said Martha S. Stent is possessed of certain real and personal property to wit a house and lot hereinafter more particularly described and a Negro Woman named Hannah. And Whereas in pursuance and consideration of the said intended marriage it hath been agreed by and between the said parties as well for the purpose of securing a suitable maintenance and support for the said Martha S. Stent as also for providing for the issue of the said marriage that the aforesaid Estate both real and personal should be conveyed, assigned and transferred to John W. Holmes his heirs Executors administrators and assigns on trust for the uses and purposes hereinafter mentioned Now this Indenture Witnesseth, that in pursuance of the before recited agreement and in consideration of the sum of Five Dollars to the said Martha S. Stent in hand paid by the said John W. Holmes the receipt whereof is hereby acknowledged by the said Martha S. Stent, by and with the private consent and agreement of the said Francis D. Poyas, testified by his being a party to, and his sealing and delivery of these presents both granted bargained, sold released assigned transferred and set over and by these Presents doth grant, bargain, sell, release assign, transfer and set over unto the said John W. Holmes his heirs Executors administrators and assigns. All that lot of land situate ^{lying} in Charleston on the West side of Cumming Street and known by the number measuring and containing in front on Cumming Street more or less and on the South line from East to West more or less hitting and bounding to the North on Lands of William Carter to the East on Cumming Street

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aforesaid to the South or Lands of John W. Holmes and on the
West on lands of the Estate of ' Martha S. Stent which said
Lot, piece or parcel of land was conveyed by release to the
said Martha S. Stent by William Smith of Charleston of
said on the fifteenth day of November Anno Domini one
Thousand Eight hundred and twenty three together with
its appurtenances: and also all the Estate right title in-
terest, use possession property, benefits, trusts, claims and de-
mands whatsoever of her the said Martha S. Stent of, in
to or out of the aforesaid Lot, piece or parcel of land aforesaid
Also the aforesaid negro Women named Hannah together with
her future issue or increase To have and to hold the said Lot of land
together with the appurtenances and also the said Negro Woman
said Hannah together with her future issue and increase unto the
said John W. Holmes his heirs executors administrators and assigns
In trust to and for the sole use benefit and behoof of the said Martha
S. Stent, until the solemnization of the said intended marriage then
in trust to and for the sole use benefit and behoof of the said
Martha S. Stent during her natural life, and from and after
her decease in case she should die before her intended husband
and there be any child or children issue of the intended marriage
living at her death then in trust to and for the use benefit
and behoof of the said Francis S. Poyas during his natural
life and from and after his death in trust to and for the
child or children so surviving, share and share alike, his
heir or their heirs executors administrators and assigns
But should the said Martha S. Stent die before her intended
husband without having any child or children issue of
the intended marriage living at her death then in trust to
for the sole use benefit and behoof of the said Francis S. Poyas his
heirs, executors, administrators and assigns for ever. And
that the said Trustee his heirs executors and assigns shall
and will convey the legal Estate in the same to him-
self and discharge from all further trusts, Promises, covenants
and it is hereby expressly declared and agreed, that if it
shall appear hereafter to the parties to this Indenture that
the whole or any part of the property real or personal or both
then & in such case it shall be lawful for them to make
such sale and to reinvest the proceeds in such other pro-
perty subject to the uses and limitations as are herein
expressed and declared. In testimony whereof the

562 said parties have hitherto into chargeably set their hands and
Seals the day and year first above written.

Signed, Sealed and delivered in
presence of Francis A. Delupline } Francis D. Poyas (LS)
William Brofs W. H. Moore } Martha S. Hunt (LS)
John V. Holmes (LS)

Francis A. Delupline made oath that he saw Francis D. Poyas
Martha S. Hunt and John V. Holmes sign Seal & deliver the within
instrument of writing for the uses & purposes
therein contained that he witnessed the same
done to before me this 7th May 1824.

Recorded 8th May 1824.

South Carolina

This Indenture in writing made and executed this 29th day
of April 1824. Between William McCants Junior of the first part Sarah
Elizabeth Campbell of the second and James M. Crookings & James C. McCants
of the third part Witnesseth that Whereas by former deed of dower & provision
a marriage is intended to be consummated and solemnized between the said
William McCants Junior of the first and Sarah Elizabeth Campbell of the second
part to this deed and whereas the said Sarah Elizabeth Campbell is in her own
right, seized & possessed of certain property consisting of the following negroes to wit
Jenny and Silvia and whereas it has been agreed between the respective
parties to this deed that the said negroes Jenny & Silvia shall be conveyed
& secured to James M. Crookings & James C. McCants of the third part in trust for
certain uses & limitations hereinafter expressed. Be it therefore known that for
the consideration of the aforesaid agreement & for & in consideration of the sum
of One dollar to the said Sarah Elizabeth Campbell in hand paid by the
said James M. Crookings & James C. McCants of the third part a bond be-
fore the signing of this, recited (the receipt whereof is hereby acknowledged)
and by and with the consent of the said William McCants Junior signified
by his being present and a party to this deed the said Sarah Elizabeth Campbell
has covenanted granted bargained & sold and by these presents doth covenant
grant bargain sell and release and in open market deliver to the aforesaid
James M. Crookings and James C. McCants of the third part all of the following
negroes to wit Jenny & Silvia, to have and to hold to him his heirs executors
& administrators for and in trust upon the trust to & for the uses & purposes appointed
following that is to say On trust to and for the use and benefit of him the
said William McCants Junior and on the said Sarah Elizabeth Campbell
for and during their joint lives to have and enjoy the use benefit labour & services
of the same without any accountability or impeachment of waste, it being
known at the same time distinctly understood & agreed that the same nor
any part thereof shall at any time be liable for any debt or debts that

563 are or may hereafter be contacted by the said William M. Cant's Junior
and if the said Sarah Elizabeth Campbell should outlive her said
intended husband the said William M. Cant's Junior then and in that
case, in trust to for the use and benefit of her the said Sarah Elizabeth
Campbell for and during the term of her natural life, provided notwithstanding
that if the said William M. Cant's Junior should survive his said in-
tended wife Sarah Elizabeth Campbell then and in that case all the uses
trusts & estates created by this deed to read & determine and the right in-
trust & estate of the said William M. Cant's Junior in to and concerning the
same shall be absolute and in fee simple and it is further covenanted and agreed
to between the parties aforesaid that if the said Sarah Elizabeth Campbell should
survive her said intended husband and die leaving children the offspring of her
marriage with the said William M. Cant's Junior that in that case all and
every part of the property aforesaid shall be equally divided between such
children and if there be but one child the same shall be vested in him
or her absolutely and forever. And it is further covenanted and agreed
by the parties aforesaid, That the said trustees may and have full
power by and with and with the consent of the said Sarah Elizabeth
Campbell at any time during his coverture with the said William
M. Cant's Junior to sell and dispose of the aforesaid property and
convert the proceeds thereof to the purposes contained in this deed
of trust. In Witness whereof the parties to the above presents have
hereunto set their hands and seals the 29th day of April 1824
Sarah E. Campbell J.S. Wm M. Cant's Jr. J.S. James M.
Crook Keys J.S. James C. M. Cant's J.S.
Signed Sealed & delivered in the presence of Ann M. Crook Keys
Elizabeth M. Crook Keys & Ann M. Crook Keys made oath that
the said Sarah E. Campbell Wm M. Cant's Jr. James M. Crook Keys
& James C. M. Cant's Sign Seal & deliver the foregoing
instrument of Writing for the uses & purposes therein contained
that she together with Elizabeth M. Crook Keys Witnessed
the same before me this 1st June 1824.

Deed Etc for not Public

Recorded 1st June 1824

The State of South Carolina. This instrument being to make & execute
Colleton District this twenty fourth day of May in the year of our
Lord one thousand eight hundred & twenty four and the forty eighth of the Inde-
pendence of the United States of America, between James M. Cant of the first part,
Sarah M. Cant of the second part, and Alfred J. Lemaire of the third part all of
St. Bartholomew's Parish in the district State aforesaid, Witnesseth that whereas
by provisions of Law made it is intended & directed that to have & solemnizing a marriage

564. Between the said Alfred Slemacks & the said Jane M. Blood, & Whereas the said
M. Blood is seized & possessed in her own right of certain negro slaves by names as follows
to wit, Amy, Saticus, Tom, Shaboy, Abby or Bram, Gumbo, Rand, Bosterman, Sam &
Isabel, in all ten in number, And whereas in prospect and consideration of said
Marriage the said Alfred Slemacks hath consented & agreed (as is interpreted by his
being present and signing this deed as one of the contracting parties thereto) that the
said Jane M. Blood his intended wife should sell & convey the aforesaid negroes
& their future offspring to said Blood her mother as trustee for certain uses & trusts
& purposes to be hereafter set forth. Now therefore be it known that for the reasons
above set forth & for other than good causes the ends especially moving & for the considera-
tion of the intended marriage as aforesaid and for and in consideration of the sum of
one dollar in hand by the said Jane M. Blood well & truly paid the receipt whereof is hereby
acknowledged by the said Jane M. Blood & the said Jane M. Blood hath granted, con-
veyed, sold & released & by these presents doth grant bargain sell convey & give
of her own Market delivers to the said Jane M. Blood, all the aforesaid Negro slaves to wit
Amy, Saticus, Tom, Shaboy, Abby or Bram, Gumbo, Rand, Bosterman, Sam & Isabel
be have & he hold to her her heirs, executors & administrators for ever. In trust now the left
Mantum & power, the estates, powers, trusts & limitations hereinafter created & set forth
& finally in trust to for the sole & separate use benefit & behoof of the said Jane M.
Blood until the solemnization of the said ^{marriage}, and directly from & immediately
after the solemnization of the said intended marriage, In trust to for the separate
use benefit and comfort & advantage of the said Alfred Slemacks & Jane M. Blood his
intended wife for & during the term of their joint lives and it is covenanted & agreed by
between the contracting parties that the said Alfred & Jane M. his wife shall have the
sole & undisturbed and possession control & management of the aforesaid negroes for and
during the aforesaid term of their joint lives without any accountability of their profits
or proceeds of their labour to any person or persons whatsoever, And thirdly in case the said
Jane M. should survive her husband Alfred Slemacks then in trust for the use of her
& her heirs for ever, but fourthly in case the said Alfred should survive her the said
Jane M. she having issue by said Marriage then & in that case, In trust to for
the use benefit & behoof of such issue who as each respectively attains the age of twenty one
years or day of marriage shall be entitled to demand & have one equal share of the
property as it then stands (in case always being had to the measure of such issue)
divided off allotted & delivered to him or her as the case may be paid & discharged
from all trusts conditions & limitations whatsoever, Provided that if any child or chil-
dren is left should die before attaining the age of twenty one years or day of marriage
the share or shares of such child or children shall in that case become a part of the
Estate and be equally divided share & share alike between the survivors, But fifthly
in case the said Jane M. should die before her husband Alfred Slemacks
having no issue then & in that case it is covenanted & agreed that all & every of the
negro slaves hereinbefore named & conveyed shall went to the Brothers & Sisters of

565. the said Jane M. & shall as soon thereafter as may be with their increased be-
divided share & share alike between them each taking the share to which her share
may be entitled free from & discharged of any and conditions whatsoever. Pro-
vided nevertheless that if in the mean time any or either of the Brothers or sister
of her the said Jane M. should die before her the said Jane M. then and in that
case the child or children of such brother or sister dying shall be entitled to some
& have the share to which his or her parent would have been entitled in writing
whereof we have each & every of us hereto set our hand & seal the day & year
above written -

Jane M. Glover. . . D.

signed sealed & executed in presence of us E. Jane Glover. . . D.
the word die in the Eleventh line from E. Alfred Simacks. . . D.
the last being initialled before signing J. Simacks. A. Simacks. A. B. Glover
South Carolina & Personally appeared before me John J. Simacks a Justice
Collector district & oath & oath that he saw Jane M. Glover Jane M.
& Alfred Simacks signed seal & deliver the within and of Marnag's statement for
purposes & uses therein declared & set forth & that this document together with A.
Simacks & E. C. Glover witnessed the execution thereof. J. J. Simacks
Shown to J. June 1824. Ch. Rogers. D.

Recorded 7th July 1824

END