

devise, limit and appoint the said separate estate or any part thereof
any person or persons, for any trust, use, intent or purpose whatsoever; and
that he the said Herman M. shall and will permit and suffer such
will or other writing hereafter to be made by the said Sarah to be duly
proved by the Executors in such will or other writing named and
probate thereof to be had as is usual, and that the person or person
to whom the said Sarah shall give or dispose any part of her said
separate estate in manner aforesaid, shall and lawfully may
peaceably and quietly have, hold, occupy, possess and enjoy the
same according to the true meaning and intent of such gift
devise or appointment, without any let, denial, hindrance or in-
terruption of or by the said Herman M. his executors admons or
assigns or any of them. And the said Sarah by and with the
consent of the said Herman M. her said intended husband and
in consideration of the sum of one dollar to her in hand paid
at or before the sealing and delivery of these presents the receipt
whereof is hereby acknowledged. Hath granted bargained sold
conveyed and confirmed and by these presents, both grant, bargain
sell, convey and confirm unto the said George M. Lee and Samuel
O. Webb and the survivor of them and to the executors and ad-
ministrators of such survivor all and singular the said two tracts of
land above described together with all and singular the improve-
ments, appurtenances and hereditaments thereunto belonging or
in anywise appertaining and also all and singular the said
Thirty three negro slaves above named together with the future
increase thereof to have and to hold the same and every part
thereof with the appurtenances and future increase of the
said slaves unto them the said George M. Lee and Samuel
O. Webb and to the survivor of them and to the executors and ad-
ministrators of such survivor in trust, nevertheless and for the
separate use and behoof of her the said Sarah so far as during
her natural life and after her death, then to and for such person
or persons, and for such uses, intents and purposes as the said
Sarah shall in manner aforesaid order devise or appoint. And
it is hereby understood and agreed by and between the said
parties that any and all future acquisitions of property, either
real or personal which the said Sarah shall at any time here-
after have or obtain whether by gift, purchase, inheritance, devise

request or in any other manner shall be remitted and from
thenceforth shall be taken, considered and reckoned as parts
of her said separate estate for the same used and trusts and
not in any wise subject or liable to the disposal or debts of the said
Holman H. And it is further understood covenanted and
agreed by and between the said parties that the said George
W. Cox and Samuel D. Mett or the survivor of them shall with
the approbation of the said Sarah and Holman H. at any
time hereafter have full power and authority to sell and
dispose of the said heretofore real or personal or any part thereof
they the said George W. Cox and Samuel D. Mett or the survivor
of them incasing, preserving and disposing of the proceeds of
such sale or sales at to and upon the uses and trusts herein
mentioned. And whereas the said Sarah is now administratrix
on the Estate of her deceased husband David J. Mongin
and is the guardian legally appointed to her said children
by her said deceased husband of the property both real and
personal of her said children during their minority and
is desirous of retaining the sole and uncontested and
undivided administration of the said Estate of her said
deceased husband and also the sole, uncontested undivided
guardianship of her said children by her said deceased
husband and the management of their property during
their minority. Now this Adventure further witnesseth that
the said Holman H. hath covenanted and agreed and by
these presents doth covenant and agree to and with the said
George W. Cox and Samuel D. Mett and with the survivor of
them and the executors and administrators of such survivor
that if the said intended marriage shall take place, that
then notwithstanding the said marriage the said said
Sarah shall and may continue the administrator
on the estate of her said deceased husband and also
the sole guardian of the said children by her said hus-
band and shall and may have and exercise the sole
and exclusive management and control of and over
the property of her said children by her said deceased
husband as fully and completely as if she the said Sarah
were sole and unmarried and without the intercession

molestation, disturbance and affliction. Thomas W. Gandy
 In witness whereof the said parties have caused to be interposed and
 Seal the day and year first aforesaid - Sarah Longmire (S. L.)
 Thomas W. Gandy (T. G.) Esq. M. D. / S. J. Samuel & Webb (S. W.)
 Signed Sealed and delivered in presence of the w^{rds} "There
 being first interlined on the first page. Samuel & How. J. H.
 Souner T. A. Caldwell J. T. Tuck Patrick Scanlon Distinct Peas-
 nally appeared before me W. G. A. Caldwell who being duly sworn
 upon the holy Evangelists of almighty God saith that she
 was present at the Execution of the Within Deed and did
 see the parties to the same sign their names thereto and that
 at their request she did with J. M. Jaynes Samuel & How
 subscribe their names as Notaries H. A. Caldwell sworn to
 Before me this 19th day of May 1825 Esq. Norton 220 Recorded
 July 1825

The State of South Carolina This Indenture made the thirtieth day of June
 in the year of our Lord One thousand Eight hundred and Twenty five
 Between Elizabeth Packer of Saint James Parish Goods known in the
 State aforesaid Widow of the first part New Brockfield of the same place
 of the second part and Thomas Blackman also of the same parish of
 the third part Whereas Nathaniel W. Gandy the father of the said
 Elizabeth Packer in and by his last Will and Testament Bequeathed
 to the said Elizabeth Packer of the sum of Three thousands Dollars for
 the sole and separate use of herself and her children which said
 sum agreeable to the directions of the said Will was laid out by her late
 husband James Packer in the Purchase of the following negro slaves
 (to wit) Long Phillis and Timushee Son Short Phillis Marchand
 Abby a carpenter: And whereas the said Nathaniel also devised and
 Bequeathed one fourth of the Rest and Residue of his Estate to his said
 Daughter Elizabeth Packer her Executrix Administratrix and aforesay
 which said fourth part was Reduced into Possession by the said
 James Packer in his life time and constituted the Property bequeathed
 by him in his last will and testament to his said wife and to his
 two children respectively but doubt may arise whether the said
 fourth part was or became the absolute Estate of the said James
 Packer and whereas a Marriage is shortly to be had and solemn-
 ised between the said Elizabeth Packer and the said John Brockfield
 and it has been agreed upon treaty thereof that the will of the said

15

James Packer shall in all respects be confirmed by the said Elizabeth Packer as to confirm and secure to them the property bequeathed to his said Children by the said James Packer and states that the said five Negroes Purchased with the three thousand Dollars bequeathed the said Elizabeth Packer by her said Father should be conveyed to the said Thomas Blackmon his Executor Administrator and a sign to fraud upon the several uses and Trusts hereinbefore explained and declared concerning the same. Now this Indenture witnesseth that in consideration of the premises & of the natural love and affection the said Elizabeth Packer hath for her two Children John and Jane Packer hath the said Elizabeth Packer by and with the approbation and consent of the said John Brockfield her Inters husband and Testified by his being a party to these presents doth hereby consent to and confirm the said last Will and Testament of the said James Packer in every respect and doth release unto her said Children respectively all her right and Title and interest in and to the Property bequeathed to them by their said Father to them their heirs executors administrators and assigns forever. And in consideration of the said intended Marriage and desirous of the sum of One Dollar to her husband well and truly paid by the said Thos Blackmon at or before the sealing and delivery of these presents the said Elizabeth Packer hath Bargained and Sold and doth hereby Bargain Sell and Deliver unto the said Thomas Blackmon the aforesaid five Slaves purchased with the said Legacy of Three thousand Dollars to have and to hold the said five Slaves with their future Issue and Increase unto the said Thomas Blackmon his executors administrators and assigns forever. In Trust nevertheless to suffer and permit the said Elizabeth Packer and John Brockfield to take to his and her sole and exclusive use the Interest use work labour hire & income of the said Slaves free clear & Independant of the control of the said Thomas Blackman and during their natural lives from and immediately after the death of the said John Brockfield and Elizabeth Packer. Then in Trust for such Children or Children as she may bear by the said intended marriage and the Children of her former marriage share and share alike spend and discharget and from all other and further trusts the children of any deceased child to take the share which his her or their parents or parents would have if living at the time of the said John Brockfield and Elizabeth Packers death. In Witness for

155 whereof the parties thereto have been made to do and done
the day and year first written in the Eighth Year of the Reign of King George the Third of Great Britain and
1781. The Plaintiff & his attorney John Burnet Esq. the Plaintiff's Attorney,
appear before me to transact with Thomas Horning who being duly sworn
swore that he was present and did see Elizabeth Trotter deceased
and Thomas Blackton deceased her husband both of whom
met at Witting for the aforesaid purpose within mentioned and that
John Burnet was at the same time present with himself and did
subscribe his name as witness to the same known to be from the 1st day
of July 1785 to Crawford 1786. Recorded July 1785

The State of South Carolina Articles of Agreement between Joseph
Bunnister of Barnwell of the one part and Sarah Ann Carter of
Barnwell of the other part as follows: Whereas the said Sarah Ann
Carter is seized in fee simple of a Tract of Land containing six
hundred and Thirtysix acres lying in the District of Barnwell and that
aforesaid bounding by lands of James Clayton supposed to be lands
granted to one Stacy E by lands of Henry Taylor and N. by lands of
Jas. Clayton together with all and singular the right tenements here-
ditaments and appurtenances thereunto belonging or in any wise
appertaining, and whereas the said Sarah Ann Carter is seized
and possessed of certain negro Slaves to wit, Homasee, Sotsey, Butcher
Jane, Silvy, David, Sarah, Deliah, Pompey, Shoney, Jim, Racheal, Reco-
lina, Madia, Lucy, Sam, Hannah, Billy, Maysan and Mays together
with certain stock, to wit, six Heads Horses, thirty heads cattle and
Thirty heads Hogs, as also her household and kitchen furniture
and Whereas a Marriage is shortly to be had and solemnized between
the said Sarah Ann Carter and the said Joseph Bunnister it is therefore
covenanted and agreed by and between the said parties to these
presents in manner and form following, that is to say, first the said
Joseph for himself his executors administrators and assigns doth
covenant and agree to and with the said Sarah Ann his intended
wife in case the said intended marriage shall be had and
Solemnized to renounce release and quit claim to the said
Sarah Ann all his right and title to the said land above mentioned
and all his claim to the said Negro slaves above named or any of
them and also all his claim to the stock of household and kitchen
furniture above described, or any part thereof, claim which he may have
by his intermarriage with the said Sarah Ann and the said Sarah

156 157
Signed
and
witnessed
the
day
July
one
the
hundred
and
forty
four
in
the
year
of
our
Lord
one
thousand
eight
hundred
and
twenty
five
In witness whereof we hereunto
set our hands and Seals the twenty sixth day of April in the
year of our Lord one thousand eight hundred and twenty five

Signed
and
witnessed
the
day
July
one
the
hundred
and
forty
four
in
the
year
of
our
Lord
one
thousand
eight
hundred
and
twenty
five
In witness whereof we hereunto
set our hands and Seals the twenty sixth day of April in the
year of our Lord one thousand eight hundred and twenty five

107
Levi - Leach & Co. v. John Clark
John Clark, Plaintiff,
vs.
Samuel Proleau, Defendant.
This instrument is made and executed at Boston
and delivered by the parties and sealed down with the usual form
acknowledging the above instrument of writing of the hand and per-
son of the aforesaid and that he saw the said Clayton sign the
same with himself as a witness. Daniel Leach, witness before me
the 26 April 1805 - H. J. Trotter Attest. Recorded 21 July 1805

South Carolina. These indentures made the Twenty eighth day of
July in the year of our Lord One thousand eight hundred and sixteen
A.D. in the fiftieth year of the sovereignty and independence of the
United States of America. Between Rippow & the Plaintiff of Charles-
ton of the one part and Thomas McMillan Trustee of the complace-
of the other part. Whereas the said Rippow & the Plaintiff is seized in
his demesne as of fee simple to the lands, tenements & hereditaments here-
after more particularly mentioned & described, and is also proprietor
of the household and other furniture specified in the schedule
hereunto annexed. And Whereas the said Rippow & the Plaintiff
being free from debt & having no incumbrances whatsoever on his pro-
perty, is minded to secure a provision for his family and to convey
and transfer the aforesaid real and personal estate with its rents
and profits unto the aforesaid Trustee, to, for & upon the uses & trusts here-
after mentioned & declared of and concerning the same. Now
therefore this Indenture Witnesseth that the said Rippow & the Plaintiff
have for and in consideration of the love and affection which he hath
and bears toward his wife & family values of and in consideration of the
sum of one dollar to him the said Rippow & the Plaintiff paid by
Thomas McMillan at or before the sealing & delivery of these presents
the receipt whereof is hereby acknowledged. Both grants, bargains
and releases and by these presents doth grant, bargain sell and
release unto the said Thomas McMillan, all that certain moeage
or lot of Lands with the building thereon situate lying and being
on the North side of Bull Street in the City of Charleston, measuring
and containing forty one feet front on Bull Street and in depth
One hundred and Eighty three feet from North to South, Bounding
and Bounding to the West on lands of Samuel Proleau to the
South on Bull Street and to the North East on lands of the said
John Duncan. And also all the Household furniture and

the domestic utensils maintained in the said house then of her unto
 annexed, and the convenient & necessary furniture thereto and
 remainder, worth four acres profit thereof and of every part and
 parcel thereof with the appurtenances, to have and to hold all
 and singular the said house and Lot of Lands and premises
 and the aforesaid household furniture under the domestic articles
 together with the utensiles and profits thereof unto the said Thomas
 McMillan his heirs executors administrators and assigns
 forever. Subject nevertheless to such uses & upon such trusts and
 for such intents and purposes as are hereinafter mentioned and
 declared of and concerning the same, that is to say in trust
 for the sole and separate use benefit & behoof of Sarah M. Hanahan
 the wife of the said Rippon S. M. Hanahan for and during
 the term of her natural life without impeachment of waste
 and without being in any manner whatsoever subject to the
 debts contracts engagements control or interference of the said
 Rippon S. M. Hanahan and in trust to permit and suffer
 the said Sarah M. Hanahan and her assigns during her life-
 time to take the rents issues & profits of all and singular the personal
 real and personal property to & for her sole & separate use and
 benefit and in case the said Rippon S. M. Hanahan should
 survive the said Sarah M. Hanahan then being issue living of
 marriage, then in trust to and for the use benefit and behoof of the
 said Rippon S. M. Hanahan and his assigns for & during the
 term of his natural wife life without impeachment of waste and
 from and immediately after the determination of the Estate of the
 said survivor to the use and behoof of the said Thomas McMillan
 his heirs and assigns to preserve the contingent remainder herein-
 after limited from being defeated or destroyed in trust re-
 kept permit her for the said survivor and his or her assigns
 during her or her natural life to receive and take the rents issues
 and profits of the premises and enjoy the use of the said furniture
 for his or her or their own use & benefit. And from and imme-
 diately after the decease of such survivor then to and for such
 child or children upon of the said Sarah M. Hanahan by the said
 Rippon S. M. Hanahan begotten as may be living at the time of
 the death of such survivor to be equally divided between them
 of more than one and their heirs and assigns forever as tenants,

184 in common free clear & subject to all such charges of debts, taxes and other
and other condition, trust, limitation or restriction whatsoever and also
and if any such children should die before the death of both of the decedents
of such survivor, leaving issue, then such issue shall inherit and take
equally among them, if more than one, the whole share or shares in the
property as his or their parents respectively would have
taken, if such parents or parents had survived the decedents, and
in case the said Rippow & H. Kanahaw should die during the said
Sarah M. Kanahaw and then be living at the time of her death no
lawful issue by the said Rippow & H. Kanahaw to the Body
of the said Sarah M. Kanahaw begotten then all and singular
the real & personal estate apiece shall revert to the said Rippow
& H. Kanahaw his heirs and assigns forever absolutely freed and
discharged and from all and every further and other trust
condition, limitation or restriction whatsoever But if the said
Sarah M. Kanahaw at her decease having survived the said
Rippow & H. Kanahaw shall leave no lawful issue alive or the
children of such issue on her Body by the said Rippow & H. Kanahaw
begotten, then all and singular the real and personal estate apiece
shall be divided into two equal moieties, one moiety whereof shall
descend to the then heirs at law of the said Rippow & H. Kanahaw
and the other moiety shall descend to the heirs at law of the said
Sarah M. Kanahaw freed and discharged of and from all further
and other trusts conditions, limitations and restrictions whatsoever
And it is further stipulated and agreed upon by and between the
parties to these presents that in case the said Sarah M. Kanahaw during
her lifetime on the said Rippow & H. Kanahaw if he shall survive
the said Sarah M. Kanahaw shall at any time hereafter think it
beneficial to their respective interests, or if it should be deemed
beneficial to the interest of the issue of the marriage after the
death of both of them to have the aforesaid premises or any part
thereof sold, disposed of, or exchanged for the property real or personal
and the sale money invested in any other property whatsoever or
placed at interest, that the said Thomas H. Ellinaw or being there
unto requested in writing by the said Sarah M. Kanahaw or Rippow
& H. Kanahaw or the survivor of them shall absolutely sell, dispose
of, or exchange the same or any part thereof at the rate may be
and such purchased, exchanged or substituted property

108

shall be held subject to the same uses, trusts, limitations and covenants as are herein before limited and contained and concerning the hereinbefore granted and assigned premises and to be used for no other use, intent and purpose whatsoever. And it is further stipulated and agreed upon by & between the parties to these presents that he the said Rippow J. H. Hanahan shall and will from time to time and at all times hereafter upon the reasonable request and at the proper costs and charges of the said Thomas W. McMillan make do and execute or cause to be made done and executed all such further and other lawful & reasonable acts and acts thing and things necessary and convenient in the law whatsoever for the further Better and more perfect granting and securing all and singular the premises of the uses & purposes hereinbefore expressed and declared of and concerning the same by the said Thomas W. McMillan his heirs or assigns or his or their counsele learned in the law shall be reasonably advised devised or required In Witness whereof the parties to these presents have hereunto interchangably set their hands and affixed their seals on the day and in the year first above written. Rippow J. H. Hanahan (S. S.) Thos. W. McMillan (S. S.) Signed Sealed and Delivered in the presence of Edward L. Pomeroy. Henry Aley DeSaufur Schedule of Furniture to be annexed to the Deed of Trust from Rippow J. H. Hanahan to Thomas W. McMillan Trustee dated 28 July 1825. A Side Board. A Sophia. A pair Hand Tables A Tea table A Dining Table. A Ladies work Table A dozen of Fancy Chairs A dozen of Chair Backs. A Ladies Dressing table & Bureau. A Bedstead and Boxes. ^{one} Turners. Laundry articles of Silver. do Glass ware. do. Drap Ware. One Mirror. Bed and Bedding A complete set of bedsteads. various articles of crockery ware. Two pair Hand towels. One pair Tong and Throck. One Ladies Gold Watch & Trinkets. Five carpets. Eight waiters Laundry articles of plated ware. Laundry articles of Kitchen furniture Rippow J. H. Hanahan Thos. W. McMillan. Witness Edward L. Pomeroy Henry Aley DeSaufur. Edward Pomeroy may oath that he saw Rippow J. H. Hanahan and Thomas W. McMillan sign seal and deliver the within deed also the Schedule for the uses and purposes theron mentioned and that he witnessed

the same with Henry Herkimer and son. Sworn to before me at
1895 upon affirmation of R. E. Recorded 25 July 1895.

South Carolina.

This Indenture made the twenty-fifth day of July in
the year of Our Lord One thousand Eight hundred and twenty five
Between William Patterson of the City of Charleston aforesaid State aforesaid
of the first part, Sarah Capers Patterson of the same place of the
second part; and Hugh Patterson and George V. Davis aforesaid of the
same place of the third part. Whereas the said Sarah Capers Patterson
is devised and possessed of an Estate in fee simple in three fourths
of all that piece, parcels, or lot of land with a three story wooden
dwelling house and out building thereon situate lying and being
in Laurens Street in the City of Charleston aforesaid
Known and distinguished by the number Thirty One
31 in the said street and measuring and containing
in front thereof about thirty three feet four inches. And in
depth from One hundred and forty six to One hundred and
forty eight feet more or less. And the said Sarah Capers Patterson
is also entitled absolutely to negro wench named Mink and to
One undivided moiety to half part of the following negro slaves
to Mrs. Haggar and her four children Sybil, Elsey, Amelia, Nanny and
Sam and Jacob and his wife Sally and whereas a marriage is
about to be had and solemnized between the said William
Patterson and the said Sarah Capers Patterson and upon treaty
thereof it has been agreed that the Property of the said Sarah
Capers Patterson should be settled and so bequeathed to the said
Hugh Patterson and George V. Davis to stand upon the said
trusts intents and purposes hereinafter expressed and declared
Now this Indenture witnesseth that the said Sarah Capers
Patterson in consideration of the said intended marriage and of the
agreements aforesaid and also in consideration of the sum of one dollar
to her in hands paid by the said Hugh Patterson and George V. Davis
at or before the sealing and delivery of these presents and by and with
the priority and consent of the said William Patterson her husband
husband so testified by his being a party to and executing these
presents hath granted bargained and sold aforesaid and
transferred and by these presents doth grant bargain sell,

102

Agree and transfer unto the said Hugh Paterson and George G.
David all the estate of her the said Sarah Baper Paterson in the
lot of land in Lauren's Street aforesaid above described, consisting
of an undivided three fourths thereof, and also the said Negro
Wench Minty, and the said undivided moiety or half parts
of the said negro slaves Agnes and her chyld Sibyl
Cuffey, Robert and Landi Beck and her child Jacko - Elvy
Amelia Nanny, Amos Sam, and Jacob and his wife Las Sally
and all the right, title and interest of her the said Sarah Baper
Paterson in and to all and singular the said Property real and
personal and every part and parcel thereof and in the future issue
and increase of the said female slaves to have and to hold the same
unto the said Hugh Paterson and George G. David their heirs
executors administrators and assigns forever, to, for and upon
the following uses trusts, intents and purposes and none other
whatsoever that is to say in trust nevertheless for the use, benefit
and behoof of the said Sarah Baper Paterson her ^{heirs} executors adminis-
trators and assigns until solemnization of the said intended marriage
and from and after the solemnization thereof in trust for the joint
use, benefit and behoof of the said William Paterson and Sarah
Baper Paterson during their joint lives without being in any manner
liable for the present or any future debts, contracts or engagements
of the said William Paterson, and should the said William
Paterson depart this life before the said Sarah Baper Paterson then
in trust for the sole use, benefit and behoof of the said Sarah
Baper Paterson for and during the term of her natural
life and from and after her death for the use benefit
and behoof of such child or children of the said Sarah Baper
Paterson as shall or may be born at the time of her death, his her
or their heirs executors administrators and assigns forever,
share and
share alike if more than one. But should the said William Paterson
surive the said Sarah Baper Paterson then in trust for the use benefit
and behoof of the said William Paterson and Sarah Baper Paterson
living at the time of the death of the said William Paterson his
her or their heirs executors administrators and assigns forever
share and share alike if more than one, and if at the time of the
death of the survivor of them the said William Paterson and Sarah
Baper Paterson any child or children of the said Sarah Baper

163 Pateron shall have a general and undivided interest in all such
lands which shall be living at the death of Sarah Paterson or in
such case in trust altho' that the lawfully begotten issue of such
child or children so having died shall have title and receive
the same share as husband of the Property herein contained
as intended to be at his her or their parent's decease would have
taken and succeeded to the death of such survivor to the use of him
her or them and his her or their heirs executors administrators and
assigns forever. But if at the time of the death of the survivor of them the
said William Pateron and Sarah Capers Pateron there shall have
Child or Children of the said Sarah Capers Pateron or the issue of such
child or children then and no other case in trust for the use benefit
and behoof of such person or persons and for such Estate or Estates
at the said Survivor of them the said William Pateron and Sarah
Capers Pateron shall by deed duly executed under her hand &
Seals, or in and by his or her last will and Testament duly made
according to law shall nominate, limit, direct and appoint, and in
default or in the failure of such nomination, limitation, direction
and appointment in trust for the use benefit, and behoof of the right
Heirs of such survivor, then heirs executors administrators and assigns
forever. Provided always and it is the true intent and meaning
of these presents that it shall and may be lawful to and for the said
Hugh Pateron and George G. David or the survivor of them or the
executors administrators and assigns of such survivor by and with the
consent and approbation and at the request in Writing of the said Wil-
liam Pateron and Sarah Capers Pateron or the survivor of them but
not otherwise at all times to sell and dispose of all and singular
the Property herein before settled and Conveyed or any part or parts
thereof provided and on condition that the Proceeds of the Property
so sold and disposed of be vested by the said Hugh Pateron and
George G. David or the survivor of them or the other executors administrators
in such other property of value to the said Estate as the said Hugh Pateron and
George G. David or the survivor of them shall request direct and
appoint to be conveyed to and upon the same vested trust, appointment
and limitations herein before expressed and declared of and con-
cerning the Property hereby settled and Conveyed, and to other
use, trust, intent, purpose, limitation or appointment whatever
In Witness whereof the said parties have hereunto set their hands and
Seals the day and year first above written. Wm Pateron / G. G. D.

10

Sarah E. Paterson / & C. Hugh Paterson (S.C.) A.C. Davis / 1835
 Sealed and delivered the whols. Should be between the tenth and
 thirteenth lines of the first page having been previously witnessed
 in the presence of us Maurice Simons and Smith. State of
 South Carolina Charleston District. Personally appeared before
 me Jno E. Smith, who being duly sworn made oath that he saw
 William Paterson, Sarah Hardee Paterson, Hugh Paterson and
 George C. Davis sign seal and affix their acts and deeds, deliver
 the Marriage Settlement to and for the uses and purposes therein
 mentioned and that he with Maurice Simons witnessed the same
 Sworn to & before this 8th day of August 1835 Peter G. Parker M.D. Notary Public
Recorded 21st August 1835

State of South Carolina

This Indenture of three parts made and
 entered into on the Twenty third day of August in the year eighteen
 hundred and twenty five 1825 Between John Winter merchant
 of the City of Savannah and State of Georgia of the first part -
 Sarah Hardee widow of Saint Peter Parish in the state of South
 Carolina aforesaid of the second part, and Thomas Hardee
 and Pearson Hardee also of Saint Peter Parish in the state of
 South Carolina aforesaid of the Third part as followeth. Whereas
 the said Sarah Hardee is seized to her and to her heirs in fee simple
 and in expectancy of Divest Property both real and Personal consisting
 of lands, tenements, Negroes, cattle and Household and Kitchen
 furniture, And whereas a Marriage shortly by Gods permission
 intended to be husband and wife between the said John Winter
 and Sarah Hardee, now for and in consideration of the said intended
 Marriage, to secure to the said Sarah Hardee, and that she should
 be provided with a competent maintenance, and for and in
 consideration of the said intended marriage, to secure to the said
 Sarah Hardee sum of Five Dollars, \$5 to the said John Winter
 and Sarah Hardee in hand paid by the said Thomas Hardee
 and Pearson Hardee, the receipt whereof is hereby acknowledged
 the said Sarah Hardee by and with the consent of the said John
 Winter who therefore becomes a party to these presents and the said
 John Winter have bargained sold, conveyed confirmed a signed
 Transferred and Set over, And by these presents do Bargain sell
 Convey, confirm, assign, transfer and Set over unto the said Thomas

185 Whereas and whereas the said Sarah Hardee the wife of the said Isaac Hardee
Administratrix of such succession of the Estate and her personal Lands &
immoveable Negroes, Isattie and Harriet Hardee, Kitchen, Furniture and other
Property which the said Sarah Hardee may be now or hereafter possessed of or
may inherit receive or be intitled to hereafter in any manner whatsoever
for a Schedule of Property possessed by the said Sarah Hardee at the date
of these presents being hereunto annexed to have and to hold the said
Estate with the appurtenances, and every part and parcel thereof
unto the said Thomas Hardee and Pearson Hardee the survivor of
them and the Executors and Administrators of such survivor, Upon
trust never the less and to and for the uses intent and purposes herein
after mentioned, That is to say, for the use of the said Sarah Hardee
until the said intended marriage takes place and is solemnized
And thereafter, to and for the sole and separate use of the said Sarah
Hardee, her heirs of her Body and a right forever, not subject to the
detract or control of the said John Winter or any future husband
And for no other intent or purpose whatsoever In witness whereof the
parties have hereunto set their hands and seals the day and year
first above written - John Winter /S/ J. Sarah Hardee /S/ S.
Thomas Hardee /S/ Pearson Hardee /S/ S. Signed, Sealed
and Delivered in the presence of us who have Subscribed our
names as Witnesses the words "I. Peter" and "her Body" inserted
before Signing Isaac Hardee Henry Thompson Personally appeared
before me J. H. Beck Esq. Henry Thompson one of the Witnesses of the
above Transfer who saith on oath that he saw the above signed by
the Parties whose names are thereunto Subscribed. Henry Thompson
Nov. 1st Beck 9th Sept 17 1835 Recorded 26 Sept 1835

South Carolina Charleston District. Whereas Miss Sarah Ann Martin
of Charleston in the said State is possessed of a female negro slave named
Amey and her daughter Susan with their future issue and increase
and Whereas the said Miss Sarah Ann is shortly to be married to
W^r Charles William Hunt of the same place, and whereas it has been
agreed between the said Miss Sarah Ann and the said Charles Hunt
that previous to the solemnization of the said Marriage the
said Sarah Ann should do a sign and make over the said negro
mench and her Child to W^r Sarah Fowler Martin the Mother of the
said Sarah Ann and the Executors administrators and assigns of the
said Sarah as the Trusts and for the purposes herein after declared

relative to the said Negro. Now know all men by these presents that in consideration of the said Marriage and in pursuance of the said agreement she the said Sarah Ann Martin with the concurrence and approbation of the said Charles William Houst testified by his being a party to and sealing and delivering these presents hath granted, bargained, aliened, assigned and set over and by these presents doth grant bargain, alien assign and set over unto the said Sarah Fowler Martin, her Executor administrator or a signs all her rights title interest and claimed property in or to the said Negro woman Slave Amey and her daughter Susan, to have and to hold the said negro wench and her Child unto the said Sarah Fowler Martin her executor administrator or a signs upon this Trust that is to say for the use of the said Charles William Houst and Sarah Ann Martin during their joint lives and upon the death of either to the survivor for life and if there should be any Issue of the said Marriage in equal shares to them absolutely and forever after the death of them said Parents the said Charles William and Sarah Ann and if there should be no Issue of the said Marriage then to the Brother and Sister of the said Sarah Ann Martin and their Heirs absolutely and forever and it is hereby agreed by the parties to these presents that the said Trustee may upon the request of the said Charles William Houst and the said Sarah Ann Martin sell and dispose of the said Negroes and so invest the proceeds in other property to be held by the said trustee subject to the said Trust. In witness whereof the said parties have hereunto set their hands and seals on the twentieth day of May in the year of our Lord One Eighteen hundred and Twenty five Sarah Ann Martin /25/
 Sealed and Delivered in presence of David Robt Jeff Houst
 b. 1776 d. 1857 Sarah F. Martin 1857 b. 1805 d. 1885 Sarah C. Martin
 David Robt made oath that he saw Sarah Ann Martin sign seal
 and deliver the foregoing deed for the uses and purposes therein
 mentioned and that he witnessed the same Jeff Houst sworn
 to before me this 24th October 1835 /1835/ Sarah M. Robt Recorder
 24 October 1835

State of South Carolina This instrument made this twenty eight day of August in the year of our Lord One thousand eight hundred and twenty five Lewis W. Utter male of the first part and Mary O'Kanigan and Thomas O. Elliott trustee of the said Mary O'

107
107. Knowne witnesseth That whereas the said Mary Uttermahl doth belong
to her and her heirs of certain real estate and also of certain real and
personal and personal Estate and also entituled to and and intituled
in certain property real and personal for which suit have been
brought and impenedg. And whereas a Marriage is inter-
shortly to be had and solemnized between the said Lewis and
the said Mary upon the contract of which Marriage the said Lewis
hath agreed that if the same shall take effect that then the said
Lewis his Heirs Executors Administrators and assigns shall not notwithstanding
standing the said Marriage Intermeddle with or have any right
Title Interest or Estate whatsover either in law or Equity to the said
Estate property interest or any part thereof either in Specie —
Remainder or Reversion either in Law or in Equity as above created
of the Mary Uttermahl or of the Spes Income or profit thereof But
that the aforesaid Estate interests and Effects and all and Singular
its Rents Spes Income and Profits shall remain and continue to
the sole and Separate use Benefit and behoof during her naturall life
and after death remain to equal use Benefit and behoof of her
own Children now for making the aforesaid agreement in law and
preserving as aforesaid the property and interests of the said Mary
to her separate use and that of her Children after her decease And
that the same shall not be at the disposal or in any manner subject
to the debts Engagements liabilities Seads or Contracts of the said —
Lewis M. Uttermahl doth hereby grant Covenant and agree abovesayd
to himself his Heirs Executors Administrators and assigns That
the said Thomas C Elliott shall Hold all and Singular
Estate property and interest aforesaid together with all and
Singular the Rents Spes Income and Profits thereof and his
Heirs and a grand and successor in Trust nevertheless to the
sole and separate use benefit and behoof of the said Mary Utter-
mahl during her life and after her decease for use benefit and
behoof of her own Children to be equally and lawfully divided
among them Freed exempt and discharged from all and
claim and demands of the said Lewis his Executors Adminis-
trators and Assigns and exempt Not liable for or subject
to the Seads Engagements debts contracts or liabilities of the said
Lewis in any wise whatsoever And whereas the said Mary hath
made and executed a Covenant by way of Mortgage at the

Security to Mr. Benjamin Elliott his instrument in Equity for
 the sum of One Thousand and Fifty dollars as will appear by her
 Bond & Covenant aforesaid which wherein referred to the aforesaid
 Lewis thereby binds himself in no respect to interfere with the
 faithful and exact performance or to hinder the same from being
 faithfully and fully performed in virtue whereof the parties
 herein have interchangably set their hands and seals on
 the day and in the year aforesaid Lewis H. Uttermah 1829
 Mary O' Hanigan 12th of Thomas O' Elliott 1829 Sealed & Signed
 and Delivered in Presence of us all 25 line inserted & children
 40th line erased before Lewis 4th line 2 P. inserted and one inserted
 & two erased 2 line 2 page Before our names were hereunto
 subscribed William H. Lewis William Keeney William
 to Lewis made oath that he saw Lewis H. Uttermah Mary
 O' Hanigan & Thomas O' Elliott Sign Seal and Deliver the
 foregoing Deed for the uses and purposed therein mentioned
 and that he witnessed the same with William Keeney
 sworn to before me this 26 October 1829 M. Laval Attest Sub.
 Recorded 28 October 1829

South Carolina This Indenture Tripartite made the Thirteenth day
 of August Eighteen hundred & Twenty five between Mary Mc Clellan
 of the first part and Charles Bailey of the second part and
 Johnnie E. Gile of the third part Whereas a marriage by Gods
 permission is shortly to be solemnized between the said Mary
 Mc Clellan and Charles Bailey and whereas the said Mary Mc Clellan
 is now lawfully possessed of two slaves named Gloria and
 Hannah and whereas upon the Treaty and previous to the intended
 marriage it hath been and is agreed between the said Mary
 and Charles that the said two Negroes should be by her granted
 released and assigned to and vested in him the said his
 heirs Executors Administrators and assigned upon the special
 trust and confidence and to and for the several intents and pur-
 poses hereinafter mentioned Now this Indenture witnesseth and
 know all men by these presents that in pursuance of the
 said agreement and in consideration of the said intended marriage
 and also of one dollar to the said Mary in hand paid / the receipt
 whereof is hereby acknowledged and for other good and sufficient
 causes and considerations where the said Mary Mc Clellan by

169 and with the consent of the said Charles Bailey her intended husband
Testified by his being a Party to these presents hath Granted, Willed
Sold and delivered The sum of Two hundred dollars named unto the said Lydia
and Hannah his Heirs Executrix Administratrix and Assigns
To have and to hold the said Two Hhds with the future increase of
the females upon the special trust and confidence to be held in trust
to and for the general uses and purposes herein and hereby to be
made and limited of and concerning the same and as follows
concerning the said several uses and trusts herein and hereby
intended to be made and expected of and concerning the said
Two said negro slaves above mentioned each of the parties to this
Instrument, hath agreed that the same shall be settled and divided
in manner following That is to say in Trust to and for the said
Mary McClelen until the alienation of the said Marriage and
from and after. Then in Trust that he the said Othniel J. Giles
his Heirs Executors Administrators or assigns do and shall during
the joint lives of the said Mary and Charles will permit and suffer
the said Charles to have the use and enjoyment of the said Trust
Estate, and to receive the same income arising from the same to
his own proper use Benefit and Enjoyment without any restraint or
interruption of and by him the said Othniel J. Giles during the
Marriage, but it is understood and agreed upon that the said
Slaves & the income arising from the said Trust Estate shall in
no wise manner or way whatsoever be liable for the debts of the
said Charles Bailey and upon the Death of the said Mary pre-
vious to the said Charles and not otherwise Then upon the Ter-
mination of the Trust, for the sole use and benefit of the Spouse of the said Mary
McClelen and Charles Bailey who shall be alive at the time of the
death of the said Mary and during the time of their natural
life or until they arrive to the age of twenty one years or day of
Marriage & if in case there should be no Spouse or if any that
they should die before the age of twenty one or day of Marriage
then and in that case upon this further trust and confidence that
the said Trust Estate shall be equally divided between the Sisters of
the said Mary McClelen Jane and Eliza Smith and her husband
Charles Bailey or the survivors of them share and share alike
And it is further agreed upon that if the said Mary McClelen
should survive the said Charles Bailey then and in that

171

case unless there be some alive wife alive should die before the age of twenty one or day of marriage, then and in that case this Trust shall to cease immediately and he of no further use Benefit or Behalf. The said Trust Estate according to the said Mary to be enjoyed and be disposed of as if she had never been married. And it is further agreed by and between the party that the said Ottieckel Giles will at any time at the reasonable request of the said Charles and Mary dispose of the said Trust Estate and Power whereby given to him for that purpose upon the express condition and on otherwise that the proceeds be immediately reinvested for the purposes above mentioned.

Mary M. Coleen / S. J. Carter, Pochler / S. J. Ottieckel Giles / S. J.
 Signed Sealed and Delivered in the presence of Christian Green
 Catharine Adams Margaret Knox Charleston Augt 17 1825
 Personally appeared before me Christian Green who being
 duly sworn deposed that he was present & saw also the
 party to the deed sign seal & deliver the same and that he
 with Catharine Adams & Mary Knox witnessed the same sworn
 to Before me this 31 August A. D. 1825. Wm Livingston Not. Pub. 6 Dece
 Recorded 25 October 1825

The State of South Carolina

This Indenture of two parts made the twenty first day of November in the year of our Lord eighteen hundred and twenty five Between James Thomson Shees and Louisa Thomson Shees wife of the said James (formerly Mongin) of the first part and Mary C Thomson of the second part. Whereas Daniel William Mongin the father of the above named Louisa departed this life on or about the fifteenth ^{15th} day of January in the year of our Lord eighteen hundred and twenty four leaving unexecuted and in full force his will / his last will & testament / duly made and executed prior to his death, to wit, on the twenty seventh ^{27th} day of January in the of our Lord eighteen hundred and nineteen, in which he provides among other things as follows "Item, I give and bequeath unto my daughter Louisa Mongin "one moiety or half of my lands on May River and fifty negroes "for and during the term of her natural life not subject to any "husband she may marry, his controls or debts and after her death "to her child or children share and share alike but if she leaves us

171. "Children then to her heirs and assigns for ever" And also thereto
"of my estate I desire that the same be sold or equally divided between
"my children at the discretion of my executors herein after mentioned"
And whereas also by a codicil to the said will duly made and
executed by the said Testator on the twenty fourth day of November
in the year of our Lord eighteen hundred and twenty one he provides
as follows "I Daniel William Mongin maker of the foregoing will having
since the publication thereof purchased a plantation or tract of land
of Stephen R Proctor adjoining my residence on May river aforesaid
will and bequeath three hundred acres of the pine lands to be taken off of
that part which lies next to the estate of the late William Mongin now
Robert H Petigru to my son Daniel in addition to the Island lands
named in the body of my will and the ballance of the said plantation
I give and bequeath to my daughter Louisa subject to the restrictions mentioned
in the foregoing part of my will and my son John to be equally divided
between them." And whereas also the daughter of the said Testator had
been for some time previous and was at the time of the death of her father
living with Mr. Mary C Thomson in charleston, and since that time, to wit,
on the first day of April, in the year of our Lord eighteen hundred and
twenty five intermarried with the said James Thomson Thew, who is
desirous of settling the property devised and bequeathed as aforesaid
upon his said wife as far as in him lies, in conformity with the pro-
visions of the said Will and in pursuance of his own intentions
declared by him prior to said marriage. And whereas also in and by
the said Will it is further directed that the estate of the testator shall be
Kept together until the payment of the debts and by the said Will
and one of the codicils thereto John David Mongin James M Smith and
Solomon S Shad were appointed executors of whom only the two latter
have qualified and acted upon the said Will and by the last
codicil the testator also nominated and appointed the said three
last mentioned persons guardians of the person and estate of the said
Louisa, and in consequence of family differences the said James and
his wife are well satisfied that no amicable and satisfactory
arrangement can be had with the said executors and guardians
touching the premises. Now their Indenture witnesseth that the
said James Thomson Thew and Louisa Thomson Thew his wife
in pursuance of the above recited intentions and also in consideration
of the sum of one dollar to them in hand paid at and before the said

and delivery of these presents by the said Mary C Thomson
have granted bargained sold aforesaid transferred and
set over and by these presents do grant bargain sell aforesaid
transfer and set over unto the said Mary C Thomson All
and singular the property real and personal as also all the
right and interest which the said James and Louisa or
either of them profess under and by virtue of the will of the
said Daniel William Mongin To have and hold all and
singular the said real and personal estate as also all the
right and interest which the said James and Louisa or
either of them profess under the said will unto the said
Mary C Thomson her heirs executors administrators and
assigns forever according to the nature of the property in-
tended to be hereby conveyed I In trust nevertheless to and for
the following uses and purposes that is to say that she the said
Mary C Thomson shall and will faithfully as soon as may
be after the execution of these presents take any and every
such measure as may be necessary whether with or without
recourse to legal proceedings either at law or in equity
to obtain the possession control and management of the
said property from the executors of said Daniel William
Mongin or from the guardians of the said Louisa under
the said Will and that she do likewise proceed forthwith to call
the said executors and guardians to an account for the rents
and profits of the said Estate so devised and bequeathed
to the said Louisa from the death of the said Testator And
upon this further trust that she the said Mary C Thomson
do permit and suffer the said Louisa upon her request in
writing to have possession use and enjoyment of any or all
of the said property or at the option of the said Louisa that
she the said Mary C Thomson do receive the income rents and
profits thereof and do pay over the same to her at her order
And upon this further trust that the said Louisa shall have
full power and authority from time to time as she may
desire to lay out all or any portion of the said income rents
and profits in the improvement of said Estate, or in purchase
of other property real or personal, and shall have full power
to dispose of at her own will the said rents profits and income

or of the property real or personal so to be purchasede therewith by
instrument whether in the nature of a deed to take effect in her life
time or by her last will and testament both executed according
to law In testimony 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 the } James Thomson Thru. (S)
presence of Thomas S. Grinbie } Louisa Thomson Thru. (L)
John Berwick Legare S. Ladson Gregorie } Mary C. Thomson (S)

John B. Legare made oath that he saw James Thomson Thru Louisa
Thomson Thru and Mary C. Thomson sign seal and deliver the
within Marriage Settlement for the uses and purposes herein mentioned
and that he witnessed the same with Thomas S. Grinbie and S. Ladson
Gregorie. Sworn before me this 24 Novr. 1825 Job. W. Calh. Not. Pub.

Recorded 24 November 1825

The State of South Carolina 3. Whereas a marriage is about to be had in
Orangeburgh District 3 solemnized by & between John Evans of Ellatton
parish in the district and state aforesaid and Elizabeth Zimmerman of
the said Parish and whereas the said John & Elizabeth have each
respectively issue by former marriages and are desirous that their respective
children & issue should have the benefit of their respective estates real
and personal in the same manner as if no marriage was to be had &
Solemnized Therefore know all men by these presents that it is mutually
contracted & agreed by & between the said John & Elizabeth in consideration
of the said contemplated marriage he the said John shall and may have
holds & enjoy his present estate both real and personal together with the
future increase of the same in the same manner subject to his disposal
will or partition & distribution according to law among and between
his present heirs as if no marriage had taken place and it is also contracted
& agreed by & between the John & Elizabeth that the said Elizabeth notwithstanding
standing the said contemplated marriage shall have holds and enjoy
her present estate real and personal together with the future increase of
the same in the same manner subject to her disposal will or partition
& distribution according to law between and among her present heirs
as if she had remained sole & unmarried and as if no marriage
had taken place. It is further contracted and agreed by and
between the said parties that if a child or children be born of the
said John & Elizabeth the same shall be provided for by re-

at the death of either of the said parties, each a moiety or half
 of the property given or distributed from the deceased's estate and
 to each of his or her other children respectively as the case may be
 and it is further contracted & agreed by & between the said
 parties that all property hereafter acquired by them during the
 said marriage shall be applied in the first place to their main-
 tenance & support and any surplus thereafter remaining shall be
 divided between the said parties in proportion to their present
 respective estates and be subject to the same dispositions as are
 their present respective estates by this agreement

In witness of the above the said John and Elizabeth
 have hereunto put their hands and seals this first day
 of December in the year of our Lord one thousand eighty
 hundred & twenty five John Evans (L8)
 son and subject and Elizabeth Zimmerman (L8)
 dehuued in the presence of the words "each of" interlined
 in P. page 44. line before signing -

Adam Danske Jacob Zimmerman
 State of North Carolina ³ personally appeared Adam Danske who
 orangeborough district ³ being duly sworn made oath that he was
 present and saw John Evans and Elizabeth Zimmerman inter-
 changeably set their hands and seals to the within instrument
 and that Jacob Zimmerman with himself were evidence thereof
 and as such subscribed their names. Adam Danske
 Sevin to before me this first day December 1825 William Kirk Jr
 Recorded 4th December 1825.

The State of North Carolina. This Indenture made
 the day of December in the year of our Lord one
 thousand eight hundred and twenty five Between
 William Miller and Sarah Miller his wife of the first
 part, And James Hibben of the second part, Whereas
 Arnold Wells of Christ-Church parish in the state aforesaid
 being seized and possessed of considerable real and personal
 Estate departed this life on the Eleventh day of July in
 the year of our Lord eighteen hundred and five having
 unvoiced and in full force his last will and testament
 of which he appointed James Hibben D. Anthony & Turner and
 his son Samuel, when he should arrive at the age of twenty

175 his executors, and his wife Hannah Wells executors to
his said wife alone qualified and took upon herself the burden
and execution thereof. And whereas in virtue of the said will
the Testator directed that his real and personal estate should be
kept together during the minority of his children, and ultimately
to be divided among them, which division has not yet taken place.
And whereas also the said Sarah one of the daughters of the testator
who is married with the said William Miller is entitled to a
share of the said undivided estate and by an understanding
between them the said share was to be settled upon the said
Sarah free from the debts contracts and liabilities of her said hus-
band. Now this Indenture witnesseth that the said William
Miller and Sarah his wife in pursuance of the aforesaid and also
in consideration of the sum of one dollar to them in hand well &
truly paid by the said James Hibben at and before the sealing
& delivery of these presents the receipt whereof is hereby acknowledged
have granted bargained sold assigned transferred and set
over and by these presents do grant bargain sell assign transfer
and set over unto the said James Hibben all ~~that~~^{the} undivided
share, right title and interest of the said Sarah in and to
the real and personal estate of the said Arnold Wells her
father according to the provisions of his last will and testament
To have and to hold all and singular the said undivided
share right title and interest herein before mentioned and
every of them and every part and parcel thereof with their an-
d every of their appurtenances unto the said James Hibben his
heirs executors, administrators and assigns for ever according
to the nature of the respective estates To and for the following
usements and purposes upon the several trusts and with
under and subject to the several powers provisions limitations and
declarations hereinafter declared and expressed of and concerning
the same that is to say so that he the said James Hibben as
soon as permitted by the provisions of the said will, shall well and
truly take any and every such measure in Law or equity, or other-
wise, as may be necessary to effect a division of the said estate and
to obtain the possession and control of the share of the said Sarah
in the same and having so obtained the possession and control
thereof then in trust that he the said James Hibben shall a-

will suffer the said Sarah at her request in writing to occupy, possess and enjoy the same and at her own will and pleasure to dispose of the income and profits thereof And should circumstances render it proper in the opinion of the said Sarah, that in the said James Hobben should possess and control the property, then in trust that he the said James Hobben shall take possession and control of the same and upon receiving the income and profit thereof shall pay over the same to the said Sarah upon her own separate receipt, or to her order as she may direct. And if it should happen that any portion of the said income and profits should at any time during the life of the said Sarah be laid out or invested in any property real or personal by the said Sarah or by any one under her direction, then and in such case the Said Sarah Shall have full power and authority from time to time to exchange sell, mortgage or otherwise encumber or dispose of the same or any part thereof in like manner as is hereinafter provided with respect of the capital of the estate hereby settled upon her.

And upon this further Trust that she the said shall have full power and authority to exchange sell, mortgage or otherwise encumber or dispose of the said property or any part thereof so to be received from the estate of his father as she may think proper by deed or by any other writing to take effect during her life time and duly executed in the presence of two witnesses, and should she not execute the said power of appointment herein above given to her then and in such case she Shall have full power and authority to give devise and bequeath the same or any part thereof by any instrument in the nature of a will, duly executed according to law to such person or persons and under such trusts limitations and provisions as she may think proper. In testimony whereof the parties to these presents have hereunto set their hands and seals the day and year first above written. Wm Miller *(S)*
 signed sealed and delivered in the *3* Sarah Miller *(S)*
 presence of William Fox and C Miller *S* Hobben *(S)*
 Paul Shole.

177. And I do make and declare that he saw Mr. Miller Sarah Miller & Hilton sign Seals & deliver the foregoing marriage Settlement for the uses and purposes therein mentioned and that witnessed the same with Dr. C. Miller & William Fair sworn to before me 2 Decr. 1835
Peter G. Parker V.P. 42 W. Recorded, 8 December 1835.—

South Carolina. This Indenture made the first day of December in the year of our Lord one thousand eight hundred and twenty five and in the fiftieth year of the Sovereignty and Independence of the United States of America; Between William Sims of John's Islands in the State aforesaid of the first part; Sarah Adams Reynolds daughter of William Reynolds late of the Islands of wadmalaw, deceased of the second part and Benjamin Reynolds of the Islands of wadmalaw in the state aforesaid trustee mutually chosen for the purposes hereinafter mentioned of the third part. Whereas a marriage by Gods permission is intended shortly to be had and solemnized between the said William Sims and the said Sarah Adams Reynolds. And whereas the said Sarah Adams Reynolds by and under the last will and testament of her father the said William Reynolds deceased is entitled to an undivided share of a certain tract of land situate on wadmalaw Islands called Matthews containing about two hundreds and seventy acres, a certain other tract adjoining the above called Townsends, containing about two hundreds and fifty acres; a certain other tract adjoining called the old house tract, containing about three hundred acres; and of a fourth tract of land on Bohicket creek adjoining lands of Hugh Wilson Gabriel Capers and George Rivers on lands now or late of their estates containing about two hundred acres; also to about one hundred and thirty two negro slaves and to a moiety of about ninety heads of Stock consisting of cattle, horses, mules, sheep, hogs, and goats. And whereas it hath been agreed upon between the said Sarah Adams Reynolds and the said William Sims previous to the Solemnization of the said marriage. That all and singular the undivided share and proportion to which she the said Sarah Adams Reynolds may be entitled unto of and in the whole real and personal estate of her father as aforesaid, shall be granted and released bargained sold and transferred unto the said Benjamin Reynolds his heirs executors administrators and assigns, to for and upon the several uses trusts intents and purposes hereinafter mentioned limited expressed and declared of and concerning the same: Now therefore for the purpose of effecting the views and intentions aforesaid. This Indenture witnesseth that she the said Sarah Adams Reynolds for and in considerations of the said intended marriage and

also in consideration of one dollar to her in hand paid at or before the sealing and delivery of these presents the receipt whereof is hereby acknow-
ledged and for divers other good causes and considerations her herein
espacially moving by and with the knowledge consent, irivity and
approbation of the said William Sams her intended husband testified
by his being party hereto and sealing and delivering these presents
hath granted bargained sold released aforesaid transferred and set
over and by these presents doth grant bargain sell release aforesaid transfer
and set over unto the said Benjamin Reynolds his heirs executors ad-
ministrators & assigns all and singular the one undivided share and
proportion to which she the said Sarah Adams Reynolds now is or hereafter
shall be entitled unto of and in the whole real and personal property
and estate of her father the said William Reynolds. which said share
or proportion thereof when divided and her proportion ascertained and
allotted shall be particularly set forth and described in a schedule
which shall be annexed to these presents and shall ^{seem} become and taken
as part thereof together with all other shares or proportions of any other
real or personal property either in possession, reversion or expectancy
of her the said Sarah Adams Reynolds. To have and to hold all &
singular the said undivided share proportion or interest of her the
said Sarah Adams Reynolds of and in the aforesaid real and
personal estate unto him the said Benjamin Reynolds his heirs
executors administrators and assigns forever. Subject nevertheless and
to and for the several uses and purposes hereinafter mentioned of and
concerning the same. that is to say In trust for the said Sarah Adams
Reynolds until the solemnization of the said intended marriage. &
from and immediately after solemnization thereof. Then in trust and
bands for the joint use benefit and behoof of them the said William
Sams and Sarah Adams Reynolds for and during their joint lives
and from and immediately after the death of either of them the said
William Sams and Sarah Adams Reynolds leaving issue alive of the
said marriage. In trust for the survivor of them (whichever may survive
the other) for and during the term of his or her natural life; and from
and immediately after the determination of that estate then to the use of
the said Benjamin Reynolds for and during the life of such sur-
vivor upon trust to preserve the contingent remainders hereinafter limited
from being disputed and for that purpose to make entries and bring actions
as occasion shall require. But nevertheless in trust to permit ^{the} survivor

which may be] of them the said William Sams and Sarah Adams Reynolds during the natural life of such survivor to receive and take the rents issues and profits of the said premises to his or her use and benefit as aforesaid and from and after the death of such survivor then in trust and to and for the equal use benefit and behoof of the issue of the said intended marriage and the representatives of such of the issue as may be deceased they taking amongst them a parents share to be equally divided and to their heirs and assigns forever as tenants in common and not as joint Tenants as touching the real estate. But in case that the said Sarah Adams Reynolds should be the survivor and there should be no issue of the said Marriage living at the time of the death of the said William Sams then the whole settled property and estate shall go to the said Sarah Adams Reynolds her heirs executors administrators and assigns absolutely and forever and that freed from and discharged of and from all further or other uses or trusts touching or concerning the premises; But in case the said William Sams should survive the said Sarah Adams Reynolds and there should be at the time of the death of the said Sarah Adams Reynolds no child or children nor any issue of any deceased child or children of the said marriage living, or leaving issue and such issue should depart this life before the said William Sams then in trust for the said William Sams for and during the term of his natural life and from and immediately after his death to the right heirs or legal representatives of the said Sarah Adams Reynolds their heirs executors administrators and assigns absolutely and forever, and that in like manner freed and discharged of and from all further or other uses or trusts touching or concerning the premises. Provided always and it is hereby declared and agreed upon between all the parties to these presents that in case the said William Sams and Sarah Adams Reynolds shall at any time hereafter during the said intended coverture think fit to sell or dispose or exchange the said Estate real or personal or any part thereof and invest the proceeds in other property real or personal that then the said Benjamin Reynolds trustee aforesaid shall sell and dispose thereof or exchange the same as the case may be; and from and immediately after such sale or exchange have and hold the monies arising or to arise from such sale and the property real or personal acquired by means of the exchanging the said property hereby settled and secured or any part thereof and for the same uses intents and purposes and subject to the same declarations and limitations as are hereinbefore set forth limited and

and declared of and concerning the before hereinbefore granted
 releases and apignos immis and to and for no other intent
 or purpose whatsoever. and the said William Sams for himself his
 heirs executors and administrators doth hereby covenant and agree
 to and with the said Benjamin Reynolds his heirs executors ad-
 ministrators that he the said William Sams his heirs executors and
 administrators shall and will from time to time and at all times
 hereafter upon the reasonable request and at the proper costs and
 charges of the said Benjamin Reynolds his heirs executors ad-
 ministrators and assigns make & do seal and execute or cause an
 procure to be made done sealed and executed all and every such
 further and other lawful and reasonable act and acts thing &
 things conveyances assignments and assurances in the law what-
 ever as well for the corroborating and strengthening of these presents
 as for the further and better conveying assigning assuring and
 confirming all and singular the undivided share and proportion
 of the real and personal property of her the said Sarah Adams
 Reynolds as aforesaid herein before mentioned and alluded to
 or intended to be herein comprehended was to give the fullest &
 most perfect efficacy to the true intent and meaning of these
 presents and of all the particular acts as by the aforesaid Benjamin
 Reynolds his heirs executors or administrators or his or their counsel
 learned in the law shall justly and reasonably be devised
 advised and required

In witness whereof the parties to these presents
 have hereunto interchangably set their hands and seals the day
 and year first above written William Sams (P.S.)
 Sealed & delivered in the presence of Sarah A. Reynolds (A.S.)
 presence of J. H. Smith & D. Jenkins.

J. H. Smith made oath that he was present and saw William Sams
 & Sarah A. Reynolds sign & seal the foregoing instrument of
 writing for the uses and purposes therein mentioned and that he
 together with D. Jenkins did witness the same
 sworn to before me this 13. Decr. ¹⁸²⁵ J. P. McCall N. P.

Recorded 13. December 1825

South Carolina ³ This Indenture made the twelfth day of
 December eighteen hundred and twenty five between John Sharp
 of the City of Charleston and Sarah Sharp his wife of the same

181. place of the one part and John Pratt of the other part witnesseth
that Whereas the said John Sharp is possessed and seized of two
tracts of Land in the parish of Goose Creek in the State of South
Carolina lately purchased by the said John Sharp and which
is represented by a plat herewith annexed done by John Diamond
in April 1825. And Whereas the said John Sharp is about to
sell a lot of Land at the corner of Boundary and Wall Streets in
the city of Charleston and in order to perfect the title of the pur-
chase in the said Lot, the said Sarah Sharp is about to renounce
her dower in the said Lot of Land. And Whereas it hath been agreed
by the said John Sharp and Sarah Sharp that previous to the said
renunciation of her dower the aforesaid tracts of land in Goose Creek
parish, should be made over to the said John Pratt on certain trusts
Now this Indenture witnesseth that in consideration of the aforesaid
renunciation of dower in the said Lot of Land by the said Sarah
Sharp and in pursuance of the said agreement, and for the purpose
of settling conveying and securing the aforesaid tracts of land to the uses
intents and purposes hereinafter expressed and in the further consideration
of the sum of one dollar to the said John Sharp in hand well and
truly paid by the said John Pratt at and before the sealing of these
presents, the receipt whereof is hereby acknowledged, he hath granted bargained
sold and ~~delivered~~ aliened, and by these presents doth grant bargain
sell and ~~deliver~~ deliver unto the said John Pratt his heirs executors
administrators or assigns forever the two tracts of land aforesaid in
Goose Creek the one purchased of Thomas Hunt Esq: Commissioner in
equity as the property of the estate of Tobias Cambridge and sold under
a decree in equity situated in the parish of St. James Goose Creek containing
thirty three acres of high land and thirty three acres of salt marsh, and
the other purchased of the estate of Peter J. Fowler containing thirty five
acres of high land and situated in the aforesaid parish of St. James
Goose Creek and also all the right and title claim and demand both
in law and in equity of him the said John Sharp of me or to the said
property to have and to hold the same unto the said John Pratt his
heirs executors administrators or assigns for ever, so and for the uses
and intents and purposes hereinafter expressed and declared of
concerning the same respectively That is to say I trust that he the
said John Pratt his executors administrators or assigns shall and will
from time to time receive or authorise someone to receive the profits arising

from the crops made on the said two tracts of land or from the sale of wood cut on the said two tracts of land, or of bricks made on the said two tracts of lands or of cattle or poultry raised on the said two tracts of lands and apply the same to the support and maintenance of the said John Sharp and Sarah Sharp during their joint lives and upon the further trust after the death of either the said John Sharp or Sarah to receive and pay over the said profits arising either on all the sources afore mentioned to the survivor for life and if there should be issue of the said John and Sarah then in trust to receive the said profits after the death of the said Sarah and John for the use of the said children share and share alike & if there should be no issue then the said two tracts of land to vest absolutely in the survivor and it is further agreed by the said John and Sarah and the said John Pratt that the said John Pratt his executors administrators or assigns may at any time sell the said two tracts of land with the consent of the said John and Sarah during their lives and after their death with the consent of two of their children if they should leave any children and lay out the proceeds in other property real and personal subject to the same trusts above excepted. In witness whereof the parties have set their hands and seals the day and year above written -

in presence of Jas Gadsden Alex Matheson John Sharp (S)
 Alex McNa Wm Coker Sarah Sharp (S)
 John Pratt (S)

Jas Gadsden made oath that he was present and saw John Sharp Sarah Sharp & John Pratt sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he together with Alex Matheson Alex McNa & Wm Coker did witness the same.

Sworn to before me this 14th December 1825 J. P. C. not Pub. 42 W.

Recorded 14. December 1825.

This Indenture Tripartite made on the seventh day of December in the year of our Lord one thousand eight hundred and twenty five Between John Ryan of Charleston of the one part. Mary Rose King of the second part, and William W. Sharp of the said place of the third part - Whereas the said Mary Rose King is seized to her her Heirs and Assigns for ever of the several lots of Land hereinafter more particularly described Situate lying and being in the City of Charleston And Whereas

15

she is also a widow of John Ryan deceased to him. Now I do witness and affirme
Edward W. Mulligan Esq. of this city of Charleston, and his wife Anna, and their
eldest son and heir of testiment made a schedule of which documents were
and whereof a copy is retained by the said Edward W. Mulligan
between the said John Ryan and Mary Rose Ring during the contract
of which marriage it shall now and forever after this date of the same shall take
effect that the said property shall be settled down among them as follows
That is to say in trust for the said Mary Rose Ring during her life, and after
her death in trust for such wife's children or the issue of any wife or
children or if no wife, for such husband's children or their issue soever, One half
the said Mary Rose Ring shall depart this life leaving all children or
children in the issue of such surviving her this in trust to another son and John Ryan
his heirs and executors in ever should he decline her and notwithstanding notwithstanding
the said marriage that John Ryan shall have and retain one half of
the rents, issues and profits of the said Mary Rose Ring. Reserves or No part
but that the said shall continue and be to the said Mary Rose Ring
or to such as she the said Mary Rose Ring shall think fit and appropriate here unto
Indenture witnesseth wherein consideration of the above agreement and for
settling the said property according thereto, and in the further consideration
of the sum of five dollars to whom the said John Ryan and others did bring
by the said William McLaughlin well and truly paid, the said Mary Rose Ring with the
affit and approbation of the subscriber Ryan testified by his being a party to these
present. hath granted, bargained, aliened, sold, transferred and released, and
by these presents hath granted, bargained, aliened, sold, transferred and released unto the
said William McLaughlin all that certain piece or lot of land situate lying and
being in the city of Charleston on the South side of King Street known
by the number 174, being a building and lot according to the last survey
that twenty two feet to the North on lands of William the Player 300 feet
West on lands of John Ryan & wife twenty two feet and to the South on lands of
the late Mr. John Ryan & wife also all other pieces parcels and
of land situate lying and being in the city of Charleston on the East side of King
Street known by the number 174, being a building and lot according to the
last survey of lands of John Ryan & wife 300 feet and to the
South on lands of John Ryan & wife 300 feet also all other pieces
parcels and lots of lands of lands lying and being in the city of Charleston on
King Street known by the Number — and Bounding last on —
North on — West on — and South on also all those eight Negroes

Dorcas and her four children and Maria and her three children all of whom
 are above named, and also all the furniture above mentioned. Together with
 all undesignated the rights, members, instruments to the said premises belonging
 and also the future issue and increase of the females of the said Negroes -
 So Howard to hold all and singular the premises before mentioned with
 their appurtenances and the said Negroes to him the said King and assigns -
 forever. Upon the several trusts and to the intents and purposes following -
 Nevertheless that is to say in trust to and for the sole separate and exclusive
 benefit and behoof of the said Mary Rose King free from the debts, contracts
 and engagements of any one for and during the term of her Natural Life, and
 after the determination of the said Estate so limited to the said Mary Rose King
 to the use of the said William W Harper upon trust to preserve Remainder for
 being defeated or destroyed but Nevertheless to permit the said Rose King
 to take the rents, issues, and profits of the said Premises and Negroes -
 and after her death then in trust to and for such child or children
 or the issue of any child or children that she may leave surviving
 her this her or their Heirs and assigns forever and if she should depart
 this life leaving no child nor children or the issue of any child or children
 surviving her then in trust for the said John Ryan his Heirs and assigns
 forever if he should survive her and for the making the said agreement
 effectual according to the true intent and meaning thereof the said John Ryan
 doth covenant, promise, grant and agree that he will not intermeddle with the
 rents, issues and profits arising or to arise from the said Negroes or tenements
 or Negroes, or apply the same in payment of discharge of debts due or to become
 due or which may hereafter be contracted by the said John Ryan but that the
 said Trustee shall hold the premises above mentioned free and discharged
 from all debts and contracts of him the said John Ryan, and further that
 the rents, issues and profits of the said Negroes and tenements shall
 be at the disposal and control of the said Mary Rose King notwithstanding
 her coveture. And the said John Ryan and Mary Rose King do covenant
 promise and agree to and with the said William W Harper that they the said
 John Ryan and Mary Rose King shall and will at all times hereafter
 at the reasonable request of the said William W Harper make do & execute
 all such further and other reasonable act and acts conveyances and
 assurances in the law whatsoever for the more effectual granting & releasing
 the said Premises and effecting the intention and meaning of the said agreement
 which the said William W Harper or his counseled learned in the Law
 shall advise and require. And the said John Ryan for himself

185 his heirs executors and administrators doth warrant and procure before
the said Wm Harper to pay against all debts Judgements, encumbrances
and engagements whatsoever entered into or to be entered into by him —
And it is further covenanted and agreed by and between the said parties
that the said Mr W Harper the trustee aforesaid shall have full power and
authority by and with the advice of the said John Ryan and Mary
Row King (to be testifiallyd subscribering party to the foregoing) to sell and dispose
of any portion of the Lands and tenements or Negroes above mentioned afofe
Whereof, and invest the proceeds in such other manner as shall be deemed
most beneficial. In witness whereof the said Parties have hereunto set
their hands and seals on the day and year first above written —

John Ryan (S) Mary Rose King (S) Mr W Harper (S)
Signed sealed & delivered in the presence of Charles Harpoe, John Nolan —
James Harper being duly sworn maketh oath that he was present and saw
John Ryan, Mary R King and Mr W Harper sign seal and as their act
and deed deliver the foregoing instrument of writing for the several purposes
therin mentioned, and that he together with John Nolan subscribed their
names as witnesses to the same — Sworn to before me this 17th December
1835 — J. P. C. Ball S. P. — Recorded 17th Decr. 1835 —

Appraisement of Mrs. M. R. King's estate —

Maria & two children	\$400.	Doscas	\$130.	Edmund	\$300.	Murphy	\$100.	Frank	\$300.	—	300.
1 Dining Table & 4 chairs	1 Breakfast dish & stand	\$15.	10 chairs	\$3.	—	—	—	15.	—	—	15.
1 pr. Glassing Glasses	\$3.	Carpet	\$15.	1 pr. Writers	20.	1 pr. Kid dogs	\$10.	—	—	—	19.
1 pr. Silver candlesticks	15 ounces	\$1.	\$15.	1 Wedstead Bedding	\$20.	—	—	—	—	—	35.
1 Chest Drawers	\$5.	Sandies	\$1.	—	—	—	—	—	—	—	6.
James Harper — John C. Ball — William C. Elmyrd	—	—	—	—	—	—	—	—	—	—	\$1525.

Ordinary's Office Charleston District Nov. 23rd 1835 — I do hereby certify the foregoing
to be a true copy from the original Inventory Recorded and filed in this office —

James D. Mitchel Ordinary — Recorded 17th Decr. 1835 —

South Carolina — Know all men by these presents, That I William
B Legare of the City, of the State of South Carolina
aforesaid for and in consideration of the natural love and affection which I bear
you and bear unto my beloved wife Elisabeth Clifford Legare, and also for divers
other good causes and considerations, me the said William B Legare hereunto moving,
but more particularly you and in consideration of the sum of five dollars to me
in hand well and truly paid by Richard Yeadon Esq and Robert Macbeth
Trustees at or before the sealing and delivery of these presents the receipt

whereof is Recd^d & acknowledged. Have granted, bargained, sold, confirmed—
 and in plain and open market delivered, and by these presents Do grant bargain
 sell and confirm and in plain and open market deliver unto the said Richard
 Yeadon Jun^r and Robert Macbeth as Trustees aforesaid, All and Singular
 the following Negro Slaves to wit: Bony, John, David, Sasey, Clarissa, Blanity
 and Anne; Together with all and Singula^r the issue and increase of the
 Females, To have and to hold the said Negro slaves herein before respectively
 by name particularly mentioned and described with the issue and increase of the
 Females unto the said Richard Yeadon Jun^r and Robert Macbeth their Executors
 Administrators and assigns, upon the special trust and confidence. Nevertheless
 and to and for the several distinct and separate uses intents and purposes
 herein and hereby intended to be made limited and declared of and concerning
 the same. That is to say In trust that they the said Richard Yeadon Jun^r
 and Robert Macbeth shall receive the wages and profits of the labour
 of the said Negro slaves, and pay them into the hands of the said —
 Elizabeth Clifford Legare or shall well and truly suffer and permit the said
 Elizabeth Clifford Legare during her natural life and notwithstanding her
 continuall have the use service and enjoyment of the said Negro slaves, and
 to receive the wages and profits of their labour to her own proper use —
 benefit and behoef for the sole maintenance and support of herself
 and family at her own discretion but not on any account or pretence whatsoeuer
 whatever to be subject or liable to the debts or engagements of her present or
 future husband. And from and immediately after the death of the said
 Elizabeth Clifford Legare then in trust to and for her children living at
 the time of her death and who shall live to attain the several and respective
 ages of twenty one years or days of marriage. To hold the said Negro slaves with
 the issue and increase of the females to such of the children of the said Elizabeth
 Clifford Legare living at the time of her death as aforesaid if more than one
 upon their attaining the said ages or days of marriage to them their heirs
 Executors and assigns forever. And if but one then to him or her. His or Her
 Heirs, Executors, Administrators and assigns absolutely and forever freed from and
 without any further or other trust wheresoever. And I the said William B Legare
 for myself my Heirs, Executors and Administrators do by these presents covenant
 promise and agree to and with the said Richard Yeadon Jun^r and Robert Macbeth
 their Heirs, Executors, Administrators and assigns that I the said William B Legare
 my Heirs, Executors and Administrators shall and will from time to time and at
 all times hereafter upon the reasonable request of the said Richard Yeadon
 Jun^r and Robert Macbeth or the survivor of them or the Heirs, Executors or

187 Administrators of such slaves, make do and execute or cause to be made do and executed all such further and other lawful and reasonable acts deeds and conveyances in the law for the emancipating and confirming of those present and for the further and better conveying and apportioning the Negro slaves herein before mentioned with the issue and increase of the females unto the said Richard Yeadon Junr and Robert Macbeth their said Executrix Administratrices and assigns or by them or either of them their or either of their Counsel learned in the law shall be devised advised or required - In Witness whereof I have hereunto set my hand and seal this twenty third day of December in the year of Our Lord One thousand eight hundred and twenty five, and in the fifth year of American Independence - signed, sealed and delivered in the 3 William B Legare (S)

presence of John Blifford you - John Blifford you & Henry Payton
State of South Carolina Personally appeared before me John Blifford You
Charleston District and made oath that he saw William B Legare sign seal
and as his act and deed deliver this conveyance to and for the uses and
purposes therein mentioned, and that he with John Blifford You Junr and
Henry Payton witnessed the same - Sworn to before me this 25th day
of December 1825 Jas Tucker Esq - Recorded 6 Jan 1826
We the undersigned do hereby accept the Trust confided by William B Legare
in the foregoing Conveyance for the purposes therein mentioned, and bind
ourselves and our Representatives to the true, just and faithful per-
formance thereof In Witness whereof we have hereunto set our hands and
seals the day and year above written - Richd Yeadon Jr Robt Macbeth (S)
John Blifford You John Blifford You Junr. Henry Payton
State of South Carolina Personally appeared before me John Blifford
Charleston District You and made oath that he saw Richard
Yeadon Junr and Robert Macbeth sign seal and as their act and deed
deliver the above Instrument of writing to and for the uses and purposes
therein mentioned, and that he with John Blifford You Junr & Henry
Payton, witnessed the same sworn before me this 25th day of Dec 1825.

Jas Tucker Esq Recorded 6 Jan 1826

The State of South Carolina This Indenture Tripartite is made
and executed the Second day of January in the year of our
Lord One thousand eight hundred and Twenty six Between
William B Minott and John S F Minott his son of the
first part Susan E Cox of the second part and Charles
Edmonstone of Charleston Merchant in Trustee

nominated and appointed by the parties aforesaid of the
third part. Whereas it is intended that a Marriage shall be
shortly had and solemnized between the said John B. F. Minott
and Susan L. Cox and it has previously to the said intended
Marriage and in consideration of it been agreed between
and among all the said parties that all the property real
and personal of the said Susan L. Cox to which she is now
or may at any time hereafter become entitled shall be
settled and conveyed to and for the uses and purposes
herein after declared and the said Susan L. Cox is
now entitled to an undivided moiety of and in the
several lots pieces or parcels of land hereinafter more
particularly described and also to an undivided moiety
in Bank Stock Six per cent Stock and debts hereinafter
also described and her Sister Margaret T. Cox is entitled
to the other undivided moiety. And the said Susan L.
Cox is further entitled in her own right to thirty seven
shares in the Planters and Mechanics Bank and to
twenty shares in the Union Bank. And as the said John
B. F. Minott and Susan L. Cox are both now under twenty
one years of age the said William P. Minott for himself and
answering for and as Surety of his said Son. And the said
John B. F. Minott have jointly and severally agreed
with the said Charles Edmondston as the Trustee of the said
Susan L. Cox that the said John B. F. Minott and also the said
Susan L. Cox on their respectively coming of age shall and
will ratify confirm and allow all and every part and parcel
clause covenant conveyance and proviso in this instru-
ment of Writing and every part thereof and all and
everything and nothing done or to be done in virtue thereof
Now therefore this Indenture witnesseth that in considera-
tion of the said intended marriage and also in consid-
eration of five dollars by the said Charles Edmondston
to the said Susan L. Cox in hand paid at and before the
Sealing and delivery of these presents the receipt whereof
is hereby acknowledged she the said Susan L. Cox by
and with the concurrence consent and approbation of her
and intended husband the said John B. F. Minott and

189 of his father the said William D. Minott evidenced by their
and Seals to this deed set forth granted, bargained, aliened
released, conveyed and confirmed and by these presents
doth grant, bargain alien, release convey and confirm unto
the said Charles Edmondston, one undivided moiety or half
part of and in all that Lot of Land situate lying and being
at the corner of Meeting Street and Price in the City of
Charleston measuring and containing in front on Meeting
Street, sixty three feet, then runs from East to West on Main
Alley one hundred and fifty eight feet, then from North
to South on the West line thereof one hundred and
two feet, then from West to East on the South line thirty
feet, then running from South to North fifty five feet
six inches and then from West to East on the South line
again one hundred and twenty one feet six inches more
or less, butting and bounding east partly on Meeting Street
partly on lands now or late of James Mitchell and partly
on lands formerly of Jacob Ford, to the North on Price Alley
West on lands now late of Leander Fairchild and south
partly on lands now or late of the said James Mitchell and
partly on lands formerly of Jacob Ford aforesaid, and also
one undivided moiety or half part of all that Lot of land
and Mesnage situate lying and being on the West side
of Meeting Street formerly known and distinguished by
the number twenty four, measuring and containing in front
on Meeting Street aforesaid twenty four feet nine inches more
or less in depth on the North line one hundred and twenty five feet
four inches more or less on the South line one hundred and eight
feet six inches more or less and on the West or back line twenty
four feet nine inches more or less, butting and bounding east
on Meeting Street West on part of the lot hereinbefore described
North on another part of the same lot of land and South on
lands now or late of James Mitchell, being land above
described as formerly the property of Jacob Ford and
being part of a lot of lands known in the plan of the
confiscated lots of Hopkin Price by the number four
sold by the Commissioners of Confiscated Estates to Robert
Smither on or about the sixteenth of June seventeen hundred

19

unto eighty three And also one undivided moiety or half part of all that Lot of Land situate lying and being in Pinck Alley in Charleston aforesaid measuring and containing on the South east land line One Hundred and Eighteen feet eight inches and on the West line forty four feet be the whole of the same a little more or less butting and bounding to the South on Pincks Alley aforesaid West on land partly of the Estate of Joseph Hill and partly of Aburtes and wife North on lands of Thomas Leake and east on land of the Estate of N. Russel deceased - And also one undivided moiety or half part of all that plantation or tract of land situate in the District of Orangeburg on the dividing ground between Edisto and Little Saltstechers River and old Savannah path containing by the original Survey now of record in the Secretary of State's Office eighteen hundred and Seventy four acres originally granted to John Budd Esquire and by a resurvey made on the twenty eighth of June Eighteen hundred and Six also of record two thousand two hundred and Eighty seven acres - Together with all and Singular the rights members hereditaments and appurtenances to all and Singular the premises herein before conveyed or intended so to be belonging or in any wise incident or appertaining To have and To hold all and Singular the said premises heretofore conveyed or intended so to be with their appurtenances and every of them unto the said Charles Edmondston his heirs and assigns forever in Trust nevertheless and to and for the several uses intents and purposes herein after expressed and declared of and concerning the same And for the considerations aforesaid and also by and with the advice consents and approbation of the said John T. Minott and William D. Minott evidenced as aforesaid she the said Susan C. Boy hath bargained sold aforesigned transferred and set over and by these presents doth bargain sell aforesigned transfer and set over unto the said Charles Edmondston thirty seven shares in the Planters & Mechanics Bank of Charleston and twenty shares in the Union Bank of the same place and also one undivided moiety or half part of and into two hundred and Ninety two shares in the said Planters and Mechanics Bank and of and

191 nineteen hundred and two dollars eighty four cents of the
Stock of the United States of America and of and in four hundred
and fifty four dollars of the aforesaid six per cent Stock of
the United States and of and in eight shares in the free
Marshall company and of and in ten shares in the
South Carolina Insurance Company and of and in the
Bond of Joseph Whidden to Charles Edmonston aforesaid
dated the seventh of July eighteen hundred and twenty three
in the penal sum of seven thousand four hundred and
thirty three dollars eighty cents conditioned for the payment
of three thousand seven hundred and sixteen dollars
ninety cents with the Mortgage to secure the same and of
and in the Bond of Dr. Gatch to the said Charles Edmon-
ston with the security thereof to have and to hold take
collect and receive the same and every part and parcel
thereof unto the said Charles Edmonston his executors
administrators and assigns in Trust nevertheless and to answer
for the several uses intents and purposes herein after expressed
and declared of and concerning the same. And the said Susan
C. Lee John D. T. Minott and William D. Minott for the considera-
tion aforesaid jointly and severally for themselves and each of
them their and each of their heirs executors and administrators
have covenanted promised granted and agreed and do by these
presente covenant promise grant and agree to and with the
said Charles Edmonston his successors and his and their heirs
executors administrators and assigns that they the said Susan C.
Lee and John D. T. Minott the survivor of them and his or her heirs
executors or administrators and all and every person and persons
whomsoever having and lawfully claiming or to claim any
estate right title interests property herein demand or claim
of or to the said premises real and personal or any part or
parcel thereof shall and will from time to time and at all
times hereafter at the reasonable request and at the proper
costs and charges of the said Charles Edmonston his suc-
cessors his or their heirs executors or administrators make so
seal execute and deliver or cause or procure to be made
one sealed executed and delivered all and every such
further and other reasonable acts things devices convey-

and assurances in the law whatsoever for the further better
and more perfect and absolute granting conveying and
apuring all and Singular the said Premises real and
Personal and every part and parcel thereof unto the
said Charles Edmonston his Successors his or their heirs
executors administrators and assigns as by any or either
of them any or either of them Comell learned in the Law
shall be reasonably advised devised or required in Trusts
always never thele grand to and for the several uses intents
and purposes hereinafter expressed 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 Susan C. Lox her heirs
executors administrators and assigns according to the
nature of the Estate until the solemnization of the said
intended marriage and from and after the solemnization
of the said intended marriage in trust to and for the Sole
and Separate use benefit and behoof of the said Susan C.
Lox for and during her natural life without being in any
manner subject to the control debts contracts or engagements
of the said John D. F. Minott with full power and authority
in the said Susan C. Lox from time to time and at all
times notwithstanding her coverture and as if she were a
some sole and unmarried in and by her last will and
testament or paper now purporting to be her last will
and Testament in Writing duly executed in the presence
of three witnesses to give beneath devise and dispose thereof
or of any part thereof to such person or persons and for such
estate or estates as she may think proper feed and discharge
from all further and other trusts And should the said Susan C.
Lox survive the said John D. F. Minott then in trust from
and immediately after the death of the said John D. F. Minott
to and for the sole use benefit and behoof of the said Susan C.
Lox her heirs executors administrators and assigns forever
according to the nature of the Estate feed and discharge
from all further and other trusts And should the said
John D. F. Minott survive the said Susan C. Lox then from
and immediately after the death of the said Susan C. Lox
in trust to and for such uses intents and purposes and to

and for such person or persons and such estate to be retained ad libitum
said Susan to her in and by her last will and testament executors
as aforesaid may direct limits bequeath devise or appoint her
and discharged from all further and other Trusts and should
the said Susan to her die intestate leaving the said John S.
S. Minott her surviving her then in trust as to the said
property real and personal or so much thereof in relation
to which the said Susan to her may have died intestate than
for the heirs at Law and distributees of the said Susan to her
according to the act of the General Assembly of this State -
usually called the act abolishing the rights of primogeniture
and for the distribution of intestates estates and the several
acts amendatory thereof freed and discharged from all further
and other Trusts. And further in Trust that from time to time
and all times hereafter when and as often as it may be thought
proper to and for the said Charles Edmonddson or his suc-
cessors or successors as Trustee or Trustees aforesaid by and
with the advice and consent of the said John S. S. Minott and
Susan to her to pledge, mortgage, incumber, grant, bargain
sell, alien and convey all and singular the said premises
real and personal and any and every part and parcel thereof
and the proceeds thereof or any and every part thereof to receive
in such property real or personal as may be thought proper
and the same again to pledge, mortgage, incumber, grant
bargain sell alien and convey when and as often as may be thought
proper subjects nevertheless to and for the several
uses intents and purposes herein expressed and declared
of and concerning the same. And for the considerations
aforesaid it is further herein and hereby understood, covenanted
and promised granted and agreed by between and among
the several parties to these presents that it shall and
may be lawful to and for the said Susan to her from
time to time and at all times hereafter notwithstanding
her coverture and if she were a female sole and unmarried to
make seal execute publish and declare her last Will and
Testament or any paper purporting to be her last Will and
Testament and the same again to revoke and annul
and to reexecute and republish when and as often as she

may think proper, and it is also further covenanted and agreed
granted and agreed jointly and severally by and between
the parties to these presents as aforesaid that they the said
Susan L. Cox and John D. Minott shall and will from
time to time and at all times hereafter, grant & again
sell a sign, transfer and set over unto the said Charles
Edmondston Trustee as aforesaid his successor or their
heirs executors or administrators all and singular the
property real and personal which shall or may at any
time or times hereafter happen fall or come to the said
Susan L. Cox in her own right or to the said John D. Minott
in right of his said intended wife during the said intended
concourse by inheritance purchase or in any other manner
or may what so ever in trust nevertheless and to and for the
several uses intents and purposes herein before expressed
and declared of and concerning the same premises
real and personal herein before conveyed or intended to be
and lastly it is further mutually covenanted and agreed
that it shall and may be lawful to and for the said
Susan L. Cox and John D. Minott her said intended
husband in and by their deed under their hands and
seals in the presence of two witnesses with the advice and
consent of the said Charles Edmondston Trustee as aforesaid
his successor or their heirs executors or administrators
when and as often as may be thought proper to constitute
nominate and appoint another Trustee or other Trustees
in the place and stead of the said Charles Edmondston his suc-
cessor executors or administrators and the successor or successors
as Trustee or Trustees as aforesaid last constituted nominated
and appointed shall and will possess and enjoy all and
singular the rights, powers, privileges, and authorities and
be subject to all the duties responsibilities and liabilities of
the said Charles Edmondston as Trustee as aforesaid And
the person or persons formerly Trustee or Trustees in whose
place and stead such new Trustee or Trustees may be
appointed shall be forthwith forever herefrom exonerated
and discharged. In testimony whereof the said parties
to these presents have hereunto interchangeably set their

of his respective hands and seals the day and year in which he was
present written Wm. D. Minott, L.S. John D. Minott, L.S. and
to box, £89.60s. Edmundston, L.S. signed sealed and
Delivered in the presence of the world. Trinity and de-
nably being first interlined on the third page Robert and
Taylor. Charles J. Minott. Robert and Taylor made oath
that he saw Wm. D. Minott John D. Minott Susan C. Box and
Charles. Edmundston sign seal and deliver the foregoing
Deed for the uses and purposes therein mentioned and that
he with Charles J. Minott witnessed the same sworn to
before me this 25 January 1820. J. M. Lovell, Not. Pub

Recorded 25 January 1820

State of South Carolina Whereas Sarah E. Brown the wife of Charles
J. Brown Esquire who was the daughter of George Smith and
of the firm of George & Savage Smith was entitled to the real
estate of her Father the late George Smith as her inheritance
and whereas the said Sarah E. Brown did leave her said
husband in a conveyance in fee simple of said inheritance
and did renounce the same in and by a deed to G. S. Hunt
duly recorded and whereas the within named negroes to
the value of Ten Thousand and Seventy Seven dollars
have been purchased by the application of several funds
arising from the sale of the said estate of George Smith inherited
as aforesaid. And whereas the said Charles J. Brown in consi-
deration of the said renunciation, and of his love and affection
which he bears to his said wife and the children of his mar-
riage and the better to secure them against any casualties
which may affect him in life, he being at that time amply
able so to do has resolved to settle and secure the within named
Negroes to the uses hereinafter named. Now I know all men
by these presents that I Robert Keir Commissioner of the
Honorable Court of Equity for the district of Georgetown in
the state aforesaid for and in consideration of the sum of Ten
Thousand and Seventy Seven dollars to me in hand paid
at and before the sealing and delivery of these presents
by John A. Keith and Paul Trapier Keith the receipt where
of I do hereby acknowledge have bargained and sold of
by these presents do bargain and sell and deliver to the

197

said John A. Keith and Paul Trapier Keith the following Slaves
 to wit. Peter, Myrah, Catey, Tufey, Toby, Dinah, &c. Constant
 James, Bella, Thomas, Sorinda, Andrew, Hannah, Abby
 Mary, Anthony, Phillis, Moses, Jacob, Elsey, Cain, Rose, Peter,
 Betty, Rachael, Thomas, Mary and Monday to have and to
 hold the said Slaves. Peter, Myrah, Catey, Tufey, Toby, Dinah
 &c. Constant, James, Bella, Thomas, Sorinda, Andrew, Hannah
 Abby, Mary, Anthony, Phillis, Moses, Jacob, Elsey, Cain, Rose, Peter
 Betty, Rachael, Thomas, Mary and Monday and the issue
 of the females unto the said John A. Keith and Paul Trapier
 Keith the survivor of them his Executors and Administrators and
 assigns to them and their only proper use and behoof forever
 in Trust nevertheless and for the uses following to wit. In
 Trust to hold the said Negro Slaves and the issue of the
 females for the use maintenance and support of Sarah
 E. Brown as now and as hereafter may the wife of Charles
 J. Brown Esquire and of such children of the said Sarah E.
 Brown as now and as hereafter may be born during during
 the intermarriage of the said Charles & Sarah or any
 posthumous child of said marriage free and discharged
 from any debts contracts or liabilities of the said Charles J.
 Brown or any other person whatsoever and after the death of the said
^{to make him to hold the same for the maintenance and support of such of the children above named as may survive by}
 Sarah E. until the youngest child shall attain the age of
 twenty one years or day of marriage then in trust to divide
 the said Negroes and their issue equally between such
 issue children aforesaid as may be then living free and
 discharged of all trusts limitations. But should the said
 Sarah E. die and also all the children of the said marriage
 before the youngest living shall attain said age of twenty one
 years or day of marriage then in trust to convey the said
 Negroes with their increase to the said Charles J. Brown
 his Executors and Administrators free, clear and dis-
 charged of all trusts conditions and limitations And
 I the said Robert Heriot Commissioner aforesaid and my
 successors in office, the said bargained premises unto
 the said John A. Keith and Paul Trapier Keith their exec-
 tors and assigns from and against all persons right-
 fully claiming under the said George and Sarah

197 Smith shall and will warrant and procure defend
and execute in witness whereof the said Robert Heriot coming
dine as aforesaid have hereunto set my hand and seal
of office dated at Georgetown on the seventh day of February
in the year of our Lord one thousand eight hundred and
twenty six and of the Sovereignty and Independence of the
United States of America the fiftieth Robert Heriot Com-
missioner in Equity / S. S. / Ins Alex Keith 1829 P. Tapier Keith
1829 Chas J Brown / S. S. Sealed and Delivered in the
presence of Guy Hanwell Hunt John E Harpe Benj F.
Hunt made bath that he saw Robt Heriot Commissioner
Ins Alex Keith P. Tapier Keith and Chas J Brown sign
seal and Deliver the within Deed for the uses and pur-
poses therein mentioned and that he witnessed the
same, Scorn to before me 17 Feb 1820 Laval Not.
Recorded 17 Feb 1820

In the State of South Carolina This Indenture made this twentieth day
of December in the year of our Lord one thousand eight hundred
and twenty five between David William Pearson of
Orangeburgh and State aforesaid of the one part and Donald
Horne Jones of the same State of the other part. Witnesseth that
Whereas on the twenty fifth day of June in the year of our Lord
one thousand eight hundred and Nineteen the said David
W. being then about to enter into an alliance by marriage
with Hope Lord Jones a Sister of the said Donald B. and
she being possessed of certain property which she and the
said David W. were desirous of having held in trust
for certain uses and purposes which property was then
undivided and held in common with her Brothers and
Sisters so that it could not be specifically conveyed by
the said David W. by his obligation of that date did bind
himself to the said Donald in the sum of six thousand
dollars that within two months from the time said
property should be severed and divided he would
convey the same to such person or persons as he and the
said Hope L. should appoint in trust for the uses and
purposes set forth in the said Bond, And whereas the
said Marriage did take effect and the said property

divided on the thirty first day of October last. Now know all
men by these presents that for the purpose of carrying into
effect the condition of the said Bond and for and in
consideration of Ten Dollars by the said Donald B.
to the said David paid he the said David hath granted
bargained sold and delivered and by these presents doth
grant bargain sell and deliver to the said Donald the
following Negro slaves to wit. Hannah. Abrak. Jenah
and her child Frank and an Infant daughter of
Jenah to have and to hold to him the said Donald and
to his executors administrators and assigns forever upon
the several trusts. Nevertheless paid to and for the aforesaid
and purposed he aforesaid mentioned limited and
declared of and concerning the same, that is to say
in trust for the use and benefit of the said David and
Hope his wife during their joint lives and from and after
the death of the said David then in further trust for the use
and benefit of the said Hope and her children during her
natural life and in case the said Hope should die leaving
no lawful issue, or leaving such issue & leaving such
issue and they should die without lawful issue or unmarried
then in further trust for the heirs and assigns of the said
Hope Lord forever. And the said Donald B. Jones doth for himself
his heirs executors administrators and assigns covenant to
and with the said David H. Pearson his heirs executors and
administrators that he will stand seized of the above
conveyed property to and for the uses intents and purposes
herein before mentioned limited and declared of and
concerning for no other. In witness whereof the parties have
hereunto set their hands and seals the day and year first
above written David H. Pearson / L.S/ Don B. Jones signed
sealed & delivered in presence of us the words the time
being recited before signing them Munroes R. S. Rose
South Carolina Orangeburgh District Personally
appeared before me Mr William Munroe and made
oath that he saw David H. Pearson and Donald B.
Jones sign and seal & deliver the within instrument of
Writing for the uses and purposes therein mentioned

199 and that he together with Robert L. Poe witnessed the due
recitation thereof. Chm Morrow c. Sworn to this 3 day of Jan 1820
J. Birmingham! 2 ex off t Recorded 17 Feb 9 1820

State of South Carolina I know all men by these presents that
I David L. Levy of the City of Charleston and State aforesaid
am held and firmly bound unto Lyon Levy and Isaac C.
Moses of the said State, trustees for and in behalf of Anna
Maria Moses in the full and just sum of One thousand
dollars to be paid to the said Lyon Levy and Isaac C. Moses their
certain attorney executors or administrators for which payment
well and truly to be made and done I bind myself and
such and every of my heirs executors and administrators firmly
by these presents sealed with my seal and dated this
Twenty fourth day of January One thousand Eighteen
hundred and Twenty six Whereas a marriage is intended
shortly to be had and solemnized between the said
David L. Levy and Anna Maria the daughter of the
said Isaac C. Moses in consideration of which marriage
and for securing some provision and settlement upon
and for the said Anna Maria and her I sue it hath
been agreed by and between the parties aforesaid that
he the said David L. Levy shall be liable out of any
real or personal estate which he now possesses or hereafter
may possess to secure and pay unto the said Lyon Levy
and Isaac C. Moses their or either of them executors or
administrators the sum of one thousand dollars with
lawful interest from the date upon the trust and for
the purposes herein after mentioned expressed and declared
That is to say that it shall and may be lawful to and
for the said Anna Maria notwithstanding her marriage
at any time or times after her marriage and during
her life by any writing under her hand and seal attested
by any two or more credible witnesses to demand and
receive through the means of her trustees aforesaid
out of any real or personal estates which the said David
L Levy now possesses or which he hereafter may possess
or acquire the said sum of one thousand dollars
with lawful interest from the date for the sole and

separate benefit use and behoof of the said Anna Maria
 notwithstanding her concurrence with full power to dispose
 of the same at her own free will and pleasure, for the benefit
 of herself and such child or children as may be the
 issue of the present contemplated marriage. Now the
 condition of the aforesaid obligation is such that if
 the said David L Levy his heirs executors or administrators
 shall well and truly pay or cause to be paid unto
 the said Lyon Levy and Isaac L. Model their heirs
 executors administrators or assigns the said sum of
 One thousand dollars with lawful interest from the
 date when thereunto required in manner aforesaid as
 trustees for and in behalf of the said Anna Maria, to and
 for the uses above declared, and expressed, and which
 shall be demanded, under any such event or conti-
 gency aforesaid so as to secure the said sum of one thousand
 dollar with the interest that may accrue thereon as a
 Settlement or provision for the aforesaid Anna Maria
 and the Spouse of the said intended marriage thereby
 obligation to be void and of none effect or else to remain
 in full force and virtue D L Levy / S A. signed sealed
 and delivered in the presence of Michael Lazarus
 & M Barodosa Michael Lazarus made oath that
 he saw D L Levy sign seal and deliver the within
 deed for the uses and purposes herein mentioned
 and that he witnessed the same with M Barodoso
 sworn to Before me the 25 feb 1820. Wm Laval Not Pub.
 Recorded 20 feb 1820.

South Carolina: This Indenture made the twenty third day of February
 in the year of our Lord One thousand eight hundred and twenty six.—
 Between Stephen Wood of the District of Georgetown and State aforesaid
 Planter of the first part. Hannah Wilson of the same District and State
 of the second part, and Stephen Wood of the same District and State
 Planter of the third part. Whereas a marriage is intended to be this
 day had and solemnized between the said Stephen Wood and the
 said Hannah Wilson. And Whereas the said Hannah Wilson is in
 her own right legally possessed of and entitled unto the following Negro and
 other slaves to wit, Juliet, Stephen, Henry, Bella, Joe, London, Bashi,