

either of them. The said Eleonora Schoothed and Benjamin Gills
 which never shall first happen there should be issue of the said manage-
 living. Then in trust we transfer to us the benefit and behoof of
 the survivor (which ever of them the said Eleonora Schoothed and
 Benjamin Gills shall survive the other) for and during the term of
 his or her natural life without impeachment of waste, or to permit
 the survivor after in and during the term of his or her natural life
 to have the said ^{benefit} issue self or to his or her own proper use the rents
 issue to be the parts of all the singular the said real and personal
 estate and premises, ~~except~~ except the said Antee Lands) with the
 assent and allowance of the same immediately after the death of such
 survivor. Then the one equal moiety of all the singular the
 aforesaid premises, including a moiety of the said lands to be acquired
 in lieu of the Antee lands, with the assent and allowance of the same
 to and for the use of the said issue of the manage equally to be divided
 if more than one (as touching the real estate) as tenants in common
 but not as joint tenants, and to their several and respective
 heirs executors administrators, in equal parts, But if there
 should be but one child living at the death of such survivor
 Then in trust to and for the use of such child and to his or her heirs
 executors administrators and assigns forever and the other equal
 moiety of all the singular the aforesaid premises, with the assent
 and allowance (including the other moiety of the lands to be acquired in
 lieu of the said Antee Lands) in trust to and for the use
 of such person or persons in such parts and portions of such
 estate or estates as to the said Eleonora Schoothed and
 Benjamin Gills (which ever shall survive) by his or her deed
 of gift grant or appointment under his or her hand and seal
 duly executed in the presence of two or more credible witnesses
 in his or her life time or by his or her last Will and Testament
 duly executed shall think proper to limit appoint devise
 or dispose of the same: and in default of such limitation
 appointment devise or disposition thereof, Then in trust
 to and for the right heirs executors and administrators of such
 survivor forever (as touching and concerning the Antee
 Lands aforesaid) the said Benjamin and Eleonora and
 John Schoothed parties aforesaid, for the consideration of the
 aforesaid sum of Eight Thousand four hundred and seventy five
 Dollars

is to be paid by the said James Schofield do hereby bind and oblige themselves
and each of them their heirs and assigns duly to make clear
and execute a cause or process to be made & sold and execute good and
sufficient Title, a Deed of Conveyance Release and Quit Claim of all
the undivided & here present interest in estate which the said Eleanor
Hoschofield now hath in which the said Benjamin and Eleanor at
any time from and after the Consummation of their intended marriage
shall or may have a claim of and in the foresaid Tract of Land in
contree, unto him the said John Schofield his heirs and assigns forever
in unto whomsoever he the said James Schofield shall direct or
appoint his heirs or their heirs and assigns forever as aforesaid
Whenever the said Benjamin & Esther Eleanor & the said
John Schofield or the survivors of them shall be foreward
required by the said James Schofield his heirs executors adminis-
trators or assigns, And it is hereby covenanted and agreed upon and
between all the parties to these presents and declared to be the true intent
and meaning thereof, That if upon the valuation of the said lands on
contree at the death of the said James Schofield or at any other
earlier or later period and whenever such valuation shall be made
a sum the above sum of Eight thousand five hundred and seventy
One Dollars shall appear to be less than the value of one fifth of a
moiety of the whole plantation on contree then so much more
shall be paid to the said John Schofield Master of the said
said Benjamin as will make the said sum equal to the valuation of
one fifth part of a moiety of the whole and that the above said
sum of Eight thousand five hundred and seventy One Dollars do
to be paid by the said James Schofield as and for the Consideration
of the said Eleanor Hoschofield's undivided interest and estate in the
contree lands as aforesaid, and such further sum or sums as upon a val-
uation thereof as aforesaid shall be payable therefor (if such valuation
shall exceed the said sum of eight thousand five hundred and seventy
One Dollars) shall upon the same being paid by the said James
to the said Benjamin or to the said John Master of the said said he forthwith
paid out and invested in the purchase of other lands or real estate as far as
the above said consideration money shall extend, which other lands or real
estate so to be acquired by means thereof and sold in lieu of the above said
contree lands shall be subject to the same uses and trusts, limitations
and appointments as are herein declared of and concerning the other
said

real and personal property and estate above mentioned and described
 as alluded to, And also whatsoever other lands shall
 be acquired as aforesaid in the share proportion and interest
 of the said ~~Eleonora~~ Eleonora ~~and~~ under the aforesaid marriage
 settlement of the said John Throckmorton and Mary his late wife
 (except her share in the antee lands aforesaid) shall be
 divided equally in equal parts between the said John Throckmorton
 or his heirs executors or administrators shall cause the same
 to be fully surveyed and forth in described in a schedule
 hereof to be returned annexed pursuant to the act of the
 General Assembly of this state in such case made and provided
 And it is hereby further covenanted and agreed upon
 by and between all the parties of these presents that if at any
 time hereafter, after a review and ascertainment of the
 property and interest of the said Eleonora in severalty shall be
 made and other lands acquired in lieu of the share of the
 said Eleonora in the antee lands aforesaid, it shall be found
 advisable or manifestly for the interest of the parties to whose
 use the benefit of the property are limited to sell and dispose of all
 or any part or portion of the Estate real or personal subjected
 to the terms of this deed in the said Eleonora and Benjamin during
 their joint lives or the survivor of them after the death of either
 shall assent thereto it shall and may be lawfully and for the
 said John Throckmorton his heirs executors or administrators to sell
 the same or such part thereof as it may be expedient to sell
 nevertheless vesting in causing or procuring to be
 sold the proceeds of the sales thereof in other substantial
 estate or properties real or personal of equal value to and for the
 same use intent and purposes as the property aforesaid shall be
 subjected to by the terms true intent and meaning of these presents
 And that all the cost charges and expences to be necessarily
 incurred by the said Parties in and about the execution and fulfillment
 of the trusts contained in this Deed of Marriage settlement shall
 and may from time to time be defrayed out of the proceeds of the
 Estate interest and property aforesaid and incurred in and by these
 present And the said Benjamin and Gibbs for himself his heirs
 executors and administrators doth by these presents covenant and
 agree to and with the said John Throckmorton his heirs executors

and administrators that upon a division and allotment of the same
in proportion of the said Eleonora under the aforesaid Marriage Settlement
after Parents and the Investment of the consideration money for
her share of the said Lands in other real property or lease thereof
as aforesaid to the said Benjamin which and well upon the reason-
able request of the said John his heirs executors or administrators
make do seal and execute or cause or procure to be made done
sealed and executed in such further and other Deeds and Deeds
Consequences or Appearances as well for the corroborating and strengthening
these presents as for the further better and more effectually carrying all
and singular the Estate and interest of the said Eleonora to and for
the same intent trusts and purposes aforesaid according to the true
intent and meaning of these presents, as by him the said John
his heirs executors or administrators or his or their
Counsel learned in the Law shall be reasonably advised
directed and required.

In Witness Whereof the parties to these pres-
ents have hereunto interchangeably set their hands and affixed
their seals at Charleston in the State of South Carolina and in the year first
above written, Eleonora Bishop & her executors
Benjamin V. Gibbs, Gent. John Schofield, Gent.

Sealed and delivered in the presence of John H. Gibbs

John H. Gibbs made oath that he was present and saw Eleonora
Bishop Schofield Benjamin V. Gibbs John Schofield and John Schofield
sign and seal this instrument of writing for the use and
purpose therein mentioned and that he witnessed the same
to be before me this 5th April 1827

John H. Gibbs, J.P.

Recorded on April 5th 1827

8. Mars 1827. ✓

Contrat de mariage entre le Sieur Victor Demand
et D^{lle} M. L. Huchet.

Extrait du Minutes en la Chancellerie du Contrat de
France a la residence de Charleston, Caution du Sud.
Aujourd'hui le huitieme jour de Mars mille huit cent
Vingt Sept.

Par devant nous Alexandre Guyot de Villeneuve, Chancelier
par intérim du Consulat de France pour les deux Carolines et
le Cameroun, établi à l'ambassade, à la résidence de Charleston
Caroline du Sud.

Sont présents le Sieur Victor Demard, négociant, dem-
urant en cette ville, âgé d'environ vingt six ans, né à
Nantes, (Loire inférieure) fils légitime et unique du feu le Sieur
Claude Demard et de Dame Jeanne, née, Magdelaine, Loe,
de la Vierge, Cellery demeurant en la même ville de Nantes,
Stipulant pour lui J'en son nom J reconnais avec l'agrement
J' Contentement de la dite Dame la Mère d'icelui acte
en date du 28 Mars 1836, Notaire royal, résidant à la
Ville de Nantes, de quel expédition en bonne forme non
a été représentée J'a été par nous vu, et pour fait,

J' Demoiselle Marie Louise Huchet âgée de dix sept
ans, née en cette ville, fille légitime de Mr Etienne Huchet
négociant, demeurant en cette ville, et de Madame Marie Anne
Thomereau Caffarel, sa femme, Stipulant pour elle
J'en son nom, Mrs Papistane et Contentement du dit Sieur
J' Dame ses père J' Mère, d'autre part.

Lesquels Parties ont fait J' amitiés ainsi qu'il suit, les
conditions J' clauses écrites du mariage proposé entre le dit Sieur
Demard et la dite Demoiselle Marie Louise Huchet, en
présence des Sieurs, Pierre Digeant et Jean Poirier, témoins
appelés par le futur époux; Comme aussi en présence des Sieurs
François Duboc et Jean Louis L'Amable Pégibet, témoins
appelés par la future épouse.

Les quatre témoins susdits et nommés, négociants et Majors
domiciliés en cette ville et amis de dites Parties

Art. 1^{er}. Il y aura communauté entre les futurs époux la
quelle sera réglée par les dispositions du Code Civil de
France qui en règle l'ent. J' l'effet J' le partage, les biens
que les dits futurs époux continueront à faire leur demeure
hors du Territoire Français. et à Nonobstant tous lois et
usages à ce contraire.

Art. 2^{ème}. Les Dites Hypothèques et autres charges
antérieures au mariage, seront acquittées par celui des époux
qui en aura contracté, ou du Chef de qui elles doivent provenir,

Item que les biens de l'Église et de son past dans la Communauté ont
présent été annuellement tenus.

Art. 3^{ème} Le Bien actuel du futur époux consistant dans
la valeur de Six mille Piastres fortes, Monnaie d'Espagne
tant en meubles meublants, orfèbre et argent comptant, qu'en
marchandises de son commerce et en autres de tout ce qui pourra
lui échouer par donations, legs ou autrement.

Art. 4^{ème} Les biens du futur époux de Consistent, savoir

1^o De l'immobilier appartenant amiablement entre les parties
à la Commune de Nulle dont sont faites parts.

2^o De la Commune de Cinq Cents Piastres fortes que
le dit Bien Charles Huchet, son Père, lui donne en av-
ancement et d'acquiesce et s'oblige de lui compter au futur
époux, au jour de la célébration du futur mariage.

Et 3^o de tout ce qui échouera d'acquiesce à la dite future
épouse, par l'acquisition, donations, legs ou autrement; De
tout quoi le dit futur époux déclare être parfaitement satisfait
et consent d'en demeurer chargé à date du dudit jour de
la célébration du futur mariage sans qu'il soit besoin de
plus ample quittance et de charge de la part.

Art. 5^{ème} Des biens du futur époux ci-dessus nommés, il
a l'autre de part et d'autre dans la Communauté générale
Commune égale de Cinq Cents Piastres fortes, formant ensemble,
celle de Nulle Piastres: Le surplus des dits biens, au dit part
et d'autre demeurent réservés par eux pour leur dit
Patrie de propre et aux leurs dans leur ligne respective.

Art. 6^{ème} En considération de leur mariage le futur époux
a fait donation entre vifs, pure, simple et irrévocable à la
Damoiselle future épouse, En accepté par elle de l'ac-
quiescement et autorisation de dits Pères et Mère, Père et
Mère, de la Commune de Six mille Piastres fortes à payer
sur les biens présents et à venir, propres et autres du futur époux,
au jour de son décès; pour, par la future épouse, en jouir,
faire et disposer, à compter du dit jour, comme de chose
à elle propre et appartenante, car telle est la volonté du donateur.

Art. 7^{ème} Suivant la disposition du futur mariage
la future épouse et les enfants qui en seront nés, pouront en
leur part à la Communauté épouser tout ce qu'elle aura

apporté et tout ce qui peut être le mariage, lui sera venu et
c'est par l'acceptation, donations, legs ou autrement, et si c'est
la future Epouse qui fait cette renonciation, Elle pourra en
Oute son principal et la somme de six mille Piastres,
à elle et de ses biens le tout franc et quitte de dettes, charges
et Hypothèques de la Communauté, même de celles ou elle
auraient pu être obligée ou avoir été soumise, de
toutes les quelle la future Epouse et les enfants du dit
Mariage, sont acquittés, garantis et immuniés par la
future Epouse et sur ses biens présents et à venir qui
sont et seront affectés et Hypothéqués à l'exécution de
toutes les clauses du présent Contrat.

Art. 9^{me} Et pour la bonne amitié que la future
Epouse, ont l'un pour l'autre et voulant de la tenir pour
de son droit fait et se font, la future Epouse, de cons-
entement du Sieur & Dame ses Parents, donne
entre vifs, Mutuel & irrevocable et en la meilleure forme
que la donation puisse se faire et valoir, l'un à l'autre,
ce accepté respectivement par le Survivant, de tous les biens
meubles et immeubles, acquis et conquis et propres qui se
trouveront appartenir au prédécédé du futur époux, au jour
de son décès, en quelque le tout puisse consister, pour en
jouir faire et disposer par le Survivant comme de chose
à elle propre et appartenante.

En cas d'enfants nés ou à naître, les de la dissolution
du dit mariage, la donation en toute propriété et jouissance
ci dessus sera réduite à l'usufruit de la moitié du dit
biens, à la charge par l'époux Survivant de faire passer
à bon et fidel inventaire des biens dont l'usufruit lui
est assuré pour moitié, pendant la vie seulement, sans
être tenu néanmoins d'en donner caution.

Ces choses ainsi que le tout a été convenu et arrêté
entre les parties, en présence de leurs témoins, les quelle pour
l'exécution des présentes ont élu domicile en leurs et demeures
ordinaires en cette Ville aux quels lieux, permettant Je:
obligant Je:
Renouant Je:

Cet acte fait et signé en la Chancellerie du Consulat
de France à la résidence de Charleston, Caroline

An de
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au Sud le huitième jour de Mars Mille huit cent vingt
sept, à Cinq heures du soir, le quel après lecture faite, a
été signé par les futurs Epoux, le Sieur J. David Perret
Monsieur de la future Epouse & leurs Cérémonies ci dessus
nommés J. nous Chancelier J. de la (Cinq mots rayés) M. de la
signé à la minute. V. Durand, M. Blanchet, Charles
Blanchet, M. Blanchet, Peter Deigle, P. Poirier, M. Dubois,
J. L. Poyant, L. Roger, D. G. De Villeneuve.

Collationné pour Copie conforme à la minute
N. 22 de l'Inscription.

Tous Marguier de Fougères, Consul de France
pour les deux Carolines et le Comté de l'Am-
érique, à la résidence de Charleston Caroline du Sud,
Certifie, que la signature apposée ci dessus est celle
de Mess. Alexandre Guyot de Villeneuve, Chancelier
par intérim, de ce Consulat et que son droit y être
ajouté tant en jugement que hors.

En témoignage de quoi nous avons déliné le
présent dans le sceau de notre résidence Consulaire
Charleston le 31 Mars 1827.

Recu April 20th 1827

N. de Fougères.

State of South Carolina This Indenture made the
Tenth Day of March in the year of our Lord one thousand
eight hundred and twenty seven Between Mrs Jane Buckle
narr of Charleston widow of the first part Robt Walter of the
same city of the second part and Solomon Levy Ser of the third
part, Whereas a marriage was with full permission to be
lawfully had and solemnized between the said Jane and the said
Robert and the said Jane is now entitled to and in possession
of the Bank Shares Household furniture and other articles
mentioned and specified in a Schedule thereof hereunto attached
and forming a part of this deed which Bank Shares House-
hold furniture and other articles are the absolute and sole
property of the said Jane, and it is thus with and
intention to settle all and singular the property and effects
of the said Jane so specified as appeared upon her the said
Jane upon the terms and trusts hereinafter specified.
Now this Indenture Witnesseth that the said Jane

357
apporté et tout ce qui pendant le mariage, lui sera venu et
viendra par Successions, donations, legs ou autrement, et si c'est
la future Epouse qui fait cette renunciation, Elle pourra en
Oute son parupt et la Commu de six mille Pistes,
à elle ni de plus dormir le tout franc et quitte de dettes, chag
et Hypothèques de la Communauté, même de celles ou elle
aura été parli de devant obligé ou avant été. Bon amies, de
toutes les quelle la future Epouse et les enfants du d'ict
Mariage, sont acquittés, garantis et innocents par la
future Epouse et sur ses biens présents et à venir qui
sont et seront affectés et Hypothéqués à l'exécution de
toutes les clauses du présent Contrat.

Art. 9^{me} Et pour la bonne amitié que la future
Epouse, ont l'un pour l'autre et voulant de la tenir, ne
ils se sont fait et se font, la future Epouse, de cons-
entement des Sieurs & Cousins des Dons & Mors, don-
ner vis, Mutuel & invocabable et en la meilleure forme
que la donation puisse se faire et valoir, Item à l'autre,
ce accepté respectivement par le Survivant, de tous les biens
meubles et immeubles, acquis et conquis et propres qui se
trouvent appartenir au prédécédé du futur epoux, au jour
de son décès, en quelque lieu qu'ils puissent consister, pour en
jouir faire et disposer par le Survivant Commu de chose
à elle propre et appartenante.

En cas d'enfants nés ou à naître, lors de la dissolution
du d'ict Mariage, la donation en toute propriété et jouissance
ci dessus sera réduite à l'usufruit de la moitié des d'ictes
biens, à la Charge par l'epoux Survivant de faire prouver
à bon et fidel inventaire des biens d'ict l'usufruit lui
est usuri pour moitié, pendant sa vie seulement, sans
être tenu néanmoins d'en donner caution.

Ces choses ainsi que le tout a été convenu et arrêté
entre les parties, en présence de leurs témoins, les quelle pour
l'exécution des présentes ont élu domicile en leurs et demeures
ordinaires en cette Ville aux quels lieux, permettant Je.^a
obligant Je.^a Renouant Je.^a

Pont acte fait et passé en la Chancellerie du Consulat
de France à la résidence de Charleston, Caroline

au Sud le huitième jour de Mars mille huit cent vingt
sept, à cinq heures du soir, le quel après lecture faite, a
été signé par les futurs Epoux, le Sieur J. Dame Pour et
Mlle de la future Epouse & leurs Cérémonies ci dessus énon-
cées & nous Chancelier Notaire, (Cinq mots saisis) dans
signé à la minute. D^r Durand, H^{er} Huchet, Charles
Huchet, M. Huchet, Peter Deigle, P. Poirin, A. Dubois,
J^m J. Poyant, E^m Roger, D^r G. De Villeneuve.

Collationné pour Copie conforme à la minute
N^o 22 de l'Inventaire.

D. G. de Villeneuve
Notaire Nominé de Fougères, Consul de France
pour les deux Carolines et le Comté de St. An-
toine, à la résidence de Charleston Caroline du Sud,
Certifie, que la signature apposée ci dessus est celle
de M^r Alexandre Guyot, de Villeneuve, Chancelier
par intérim, de la Consulat et que foi doit y être
ajoutée tant en jugement que hors.

En témoignage de quoi nous avons délivré le
présent sous le sceau de notre résidence Consulaire
Charleston ce 31 Mars 1827.

Recd April 20th 1827

N^o de Fougères.

State of South Carolina This Indenture made the
Tenth Day of March in the year of our Lord one thousand
eight hundred and twenty seven Between Mr Jane Buck-
nan of Charleston widow of the first part Robt Watter of the
same city of the second part and Solomon Levy son of the third
part, Wherea a marriage with Gods permission to be
lawfully had and solemnized between the said Jane and the said
Robert and the said Levy is now entered to and in possession
of the said Jane, Household furniture and other articles
mentioned and specified in a Schedule thereof hereunto attached
and forming a part of this deed which said Jane, her
said household furniture and other articles are the absolute and sole
property of the said Jane, and it is thus with and
intention to settle all and singular the property and effects
of the said Jane so specified as aforesaid upon her the said
Jane upon the terms and trusts hereinafter specified.
Now this Indenture Witnesseth that the said Jane

Buchanan in consideration of Five Dollars to her in hand
 paid before the signing and delivery of these presents the recei-
 pt whereof she doth hereby acknowledge hath granted
 conveyed and sold and by these presents hath granted
 conveyed and sold unto him the said Thomas Long her
 and his executors and administrators all and singular the
 said Blank Horse Household furniture and articles
 mentioned and specified in the said Schedule. It shall and
 it shall be the duty of the said Thomas Long and his executors and
 administrators in the special trust and confidence
 following that is to say. In trust for and to and for the
 use benefit and behoof of the said Jane untill the
 solemnization of the said intended marriage and immedi-
 ately after the solemnization thereof. In trust for and to
 and for the sole and separate use benefit and behoof of the
 said Jane Buchanan and her executors administra-
 tors and assigns and for the use and behoof of such
 person or persons and for such estate or estates and
 subject to such limitations and provisions as the
 said Jane notwithstanding her said intended coverture
 shall by her last will and testament or by any writing
 purporting to be, or by any other writing properly
 executed well give limit direct appoint or bequest
 the same or any part thereof and for want of such last
 will or testament or any writing purporting to be
 or any other writing properly executed giving or disposing
 of the same then in trust for and to and for the use and behoof
 of such child or children of the said Jane Buchanan
 by her former Marriage as may be living at the time after
 death shall and shall have alike the said property including
 as by the said Schedule appears the stock in trade of the
 said Jane which may be increased from time to time
 from the profits and industry of the said Jane and be replaced
 by other articles of like value of the said Jane, if not greater value
 not to be liable to the engagements or undertakings
 of the said Robert Walker the future husband of the said
 Jane Buchanan and the said Robert Walker both

hereby for himself and his heirs executors and administrators covenant
 promise and agree to do with the said John that he will
 forward that with his executors & administrators that he will
 not in any manner however interfere in a intermediate
 with the consors of the said John Estate but that the said John
 shall be at liberty notwithstanding his covenant to manage the same
 with his done heretofore to all intents and purposes and as if he
 were a free sole and not under his covenant, In Witness Whereof
 the said parties to these presents have hereunto interchanged
 by set their hands and seals on the day and in the year
 first before mentioned. *John Buchanan* *Robert*
Walter *Edmond* *Levy* *son* *Levy* *son* *Levy* *son* *Levy* *son*
 the presence of *John Buchanan* *Walter*

Schedule

1 mahogany side board	35	2 chest Tea	10 65 50
" " dining table	10	1 bag coffee	80 "
" " Tea table	10	1 Bbl sugar	30
" " wash table	3	1 " cur	25
" " Dress chair	24	3 Bbl Butter	650
1 pair fire Dogs	7	1 " Stacey 200 lb	45
1 " Shovel & Sledge	7	1 " ley 300 lb	20
2 " Bellows	3	3 " Lard	21
1 Lot of Slop	12	2 sack salt	18
3 Bed Mattresses & pillows	10	1 Slop cake	7
3 Bedsteads	30	1 Lot Bacon 1000 lb	5
1 can of Ovens	20	2 Bbl Rice	100
3 Trunks	10	1 do Cracker	40
10 pair Blankets	60	3 do Potatoes	10
10 " Sheets	40	1 do Umona	6
12 " Pillow cases	18	1 do Bacon	10
6 " Quilt	70	2 do cider	9
1 Chair in the Parlor and 1 in the	180	3 Boxes candles	14
1 pair olden shoes	24	1000 lb soap	25
1 Carpet	20	100 lb Pepper	85
1 Hair and Dress	140	50 lb starch	25
1 Looking Glass	14	and a lot of other goods	6
35 yds Broad cloth \$3.50 55 yds ditto 4.00	92 50	valued at	"
50 " Whisky 200-300 - Rum \$1.50	40	Lead is delivered in the	150 "
40 " Wine \$5.00 - 1 Lt co-cherry 400	11	presence of <i>John Buchanan</i>	\$ 1723
		<i>Edmond</i> <i>Levy</i> <i>son</i>	

John Buckman made oath that he was present
and saw John Buchanan Robert Walker &
Solomon ~~the~~ Leary for Sign and Seal this
instrument of writing for the use and purposes
therein mentioned and that he witnessed the same
together with Elizabeth Murphy & A. Hart
sworn to before me this 1st May 1827
Recorded May 1st 1827 John H. W. N. P.

State of South Carolina This Indenture made the fourth day of
May in the Year of our Lord One thousand Eight hundred & Twenty Seven
and in the fifth first Year of American Independence, Between William Plann
of the City of Charleston in the State aforesaid and Elizabeth H. Mitchell
of the same Place, Widows of the one first, and John Ashby of the same Place
of the other Part Whereas a marriage is intended to be shortly had and
Solemnized between the said William Plann and Elizabeth H. Mitchell, and
the Elizabeth H. Mitchell is now entitled in her own right unto the Estate and
effects hereinafter more particularly mentioned, and he the said William Plann
is married and has agreed to settle the said Estate upon the said Elizabeth H.
Mitchell in the manner hereinafter mentioned. Now therefore in consideration
of the said intended marriage, and in Order to carry into effect the wish of
the said William Plann and of the Parties hereto. And also in consideration of Five
Dollars by the said John Ashby to the said William Plann & Elizabeth H. Mitchell
in hand paid the receipt whereof is hereby acknowledged, they the said William Plann
and Elizabeth H. Mitchell Have granted bargained sold aliened assigned transferred
and let over to the said John Ashby all and every the Estate and effects above mentioned
and more particularly consisting as follows to wit One Negro Girl Slave called Louisa
the following articles of Household Furniture namely two Mahogany bedsteads,
Three Trunk beds, two Mattresses, one Trunk bedstead, seven feather pillows, one Chest of drawers,
One side Board one Sofa, One pair high Anderson, one set of stool & chairs, one Mahogany
breakfast stand, two Mahogany Tables, eight Chairs, two Looking Glasses, ten Pictures
in frames, five Brass candlesticks, one pair glass shades, nine Linen sheets, one pair
long Blankets, and also the sum of three hundred and thirty Dollars in Cash
To Have and to hold all and sing unto the party, (and which are
particularly mentioned and deposited and set forth in the Schedule hereunto annexed)
unto the said John Ashby his Executors and Assigns, upon the special trusts
and confidences following that is to say The Trust to permit and suffer
the said Elizabeth H. to have, hold, receive and to enjoy the aforesaid

Sum of three hundred and Thirty Dollars, and also the ^{mentioned} ~~apportioned~~ articles of
Household furniture, and also the use, work labor and service of the said Negro
girl slave called Louisa together with her future issue and increase, until the
dissolution of the said intended marriage, and from and immediately after the
dissolution thereof. Then in trust that the said John Ashby, his Executors, and
administrators shall and will, from time to time and at all times hereafter during
the natural life of her the said Elizabeth H. permit and suffer her the said
Elizabeth H. not ~~withstanding~~ her said intended coverture, to have take receive
use and enjoy the aforesaid sum of Three hundred and Thirty Dollars, and the
Household furniture aforesaid, and also the use, work labor and service
of the said Negro girl slave called Louisa and the future issue and increase of
said slave for clear and independent of the control, intermeddling, or interference
of her said intended husband, and not liable in any manner for his debts, contracts
or engagements whatsoever - And from and immediately after the death of her the
said Elizabeth H. Then in Trust to hold all and singular the said premises to the
use and behoof of Eliza Ann Mitchell, John Mitchell, and Charles Edward Perry
Mitchell, Children of the said Elizabeth H. Mitchell, or such of them as may be
living at the time of her said death, his her and their heirs Executors administrators
and assigns to be equally divided between them share and share alike, for clear
and absolutely discharged from any and every further or other trust, condition or
limitation whatever. Provided that if either of the said Children shall have
deceased this life before the said Elizabeth H. having issue living at the death
of the said Elizabeth H. such issue shall represent and be entitled to the share
of his, her or their parent to be equally divided between them if more than one

But if on the death of the said Elizabeth H. neither of the said Children
or their issue should be living, Then in trust to him the said William Thaw
and his heirs Executors administrators and assigns forever, free and discharged
from any and every further trust whatever - And provided also, and it is
hereby declared to be the true intent and meaning of these presents and of the
parties hereto, that the the said Elizabeth H. notwithstanding her coverture, shall
without being subject to the control or engagements of her said husband, have
full power and authority to make use of, sell or dispose of, under her hand and
Seal, in the presents of two ^{the} credible witnesses, the whole or any part of the aforesaid
mentioned Estate, and to vest the proceeds of such sale or sales from time to time
in such other property as she approves, on Condition however that the proceeds
so vested shall be settled in the same manner and on the same trusts and Con-
ditions as are contained in the deed And the said William Thaw - And
Elizabeth H. for themselves their heirs Executors and administrators that the

do by these presents, covenant and ^{agree} grant to and with the said John Ashly, and his Executors and administrators that they will at all times at the request of the said John Ashly execute and deliver such further or other deed as may be deemed necessary for the more effectually carrying into effect the true intent and meaning of these presents

In Witness whereof the said parties, ~~and~~ to their friends have hereunto
set their hands and Seals, this day and Year first above ^{written} ~~mentioned~~
Signed Sealed & Delivered the words herein; William Plaine LS
between the Countess Twenty first lines of second Elizabeth H. Mitchell LS
page first interlined. In the presence of John Ashby — LS
Mary Boyd Saml Wiley.

The dule of the State and effects mentioned and referred to in the foregoing
 did, to wit The sum of Three hundred and Thirty Dollars in Cash
 a negro girl slave named Louisa and the following articles of household furniture
 namely Two mahogany Bedsteads, Three feather Beds Two Mattresses, one feather Bolster.
 One feather pillow, One chest of drawers, One side Board One Sofa One pair brass
 Stairs One set of Iron & Forge One mahogany Washstand - Two mahogany Tables
 Eight Chairs Two Looking Glasses Two Pictures in Frames Five Brass Candlesticks
 One Pair Glass Shade, Nine Linen Sheets and one pair Large Blankets -

In Witness whereof the said parties have to this schedule also set their hands and Seals, at the same time with the foregoing deed.

Signed Sealed in the presence of

Mary Boyd	William Plaine
Sarah Wiley	Elizabeth Collings
	John A. Cady

Samuel Wiley being duly sworn deposes that he was present and saw
the within named William Pland Elizabeth H. Mitchell and John Ashby
sign and apd as then Act and deed of marriage Settlement to and for
the use and purpose therein mentioned that he with many Bayd testified
the same Execution thereof
Saml Wiley

Sworn to before me this 11. May 1827 L. W. Michener D. U.

Recorded 14 May 1827

The State of South Carolina

Know all men by these presents that I Oliver Hering Middleton of the city of Charleston in the state aforesaid am held and firmly bound unto George Chisolm and John Syards Middleton trustees specially chosen nominated and appointed of Susan Chisolm the sole surviving child of Robert Trail Chisolm late of Edisto Island Doctor of Medicine and planter deceased in the full and just sum of two hundred thousand dollars to be paid to the said George Chisolm and John Syards Middleton trustees as aforesaid their certain attorney successors executors administrators or assigns: To which payment well and truly to be made and done I bind myself my executors and administrators firmly by these presents, sealed with my seal and dated the fourth day of April in the year of our Lord one thousand eight hundred and twenty seven and in the fifty first year of the sovereignty and independence of the United of America.

Whereas a marriage is intended to be had and solemnized between the said Oliver Hering Middleton and Susan Chisolm and under the will of her said father bearing date the thirteenth day of September in the year of our Lord one thousand eight hundred and twenty one executed to pass real estate and duly proved and recorded in the office of the ordinary for Charleston district and by the death of her father sister Julia Chisolm and under the marriage settlement of her mother Mary Chisolm bearing date the twenty sixth day of May in the year of our Lord one thousand eight hundred and three duly proved and recorded in the office of the Secretary of State in Charleston she the said Susan Chisolm is entitled to one undivided moiety or half part of two large plantations or tracts of land and of about one hundred and eighty negro slaves with their increase including the said moiety of the said negro slaves certain negroes hereinafter named specifically bequeathed to her and she the said Susan Chisolm is further intitled to three undivided fourth parts of and in two several bonds one of

and the note of amounting in the whole with interest to the thirty first of March last to about eight thousand two hundred and forty dollars a little more or less and one half part of and in three other undivided bonds of amounting with interest to about five thousand dollars a little more or less and it is mutually

understood and agreed between the said Oliver H. Middleton
 and the said Susan Chisolm and her friends relations and
 friends that the property which she is or may be entitled to
 shall be settled on her and in the trustees above named their
 heirs and successors to and for the several uses and purposes
 and subject to the powers limitations and provisions hereinafter
 set forth and whereas Mary Chisolm the Mother of the said
 Susan Chisolm is entitled to the one undivided moiety of the
 said two plantations and negroes and to the one undivided
 fourth part of first mentioned sum of \$8240 eight thousand
 two hundred and forty dollars and to one undivided moiety
 of the last mentioned sum of \$5000 five thousand dollars
 And the said two plantations consist of one plantation on
 Edisto Island containing about eight hundred acres of land
 more or less sometimes known by the name of the Launch
 & more particularly described in the Marriage Settlement
 aforesaid of the said Mary Chisolm. And one other
 plantation in Saint Bartholomew's Parish now embracing
 as one plantation the several tracts Elliott's tract containing
 about eight hundred acres, Harbourside containing about four
 hundred acres and Thompsons about four hundred acres making
 in the whole about sixteen hundred acres, and the undivided
 moiety of the said one hundred and forty slaves with their increase
 embrace these negro slaves Mintie and her five children
 Caroline Billy Jeffry Alfred and Charles. Abraham a carpenter
 his wife Lydia and their child Marian and a mulatto girl
 Sarah specifically given as forming a part of the said moiety
 and the said lands and negroes have not been divided between
 the said Susan Chisolm and her Mother so that a more par-
 ticular description of the moiety belonging to the said Susan
 Chisolm cannot now be conveniently made. and as the
 said Susan Chisolm is under two years of age she can-
 not yet legally convey her part or portion of the property real
 and personal above mentioned and distributed to the said trustees
 to and for the purposes of the intended settlement And he the
 said Oliver H. Middleton in consideration of the said
 intended marriage and further in consideration of five dollars
 to him the said Oliver in hand paid by the said trustees

hath for himself his heirs executors and administrators covenanted
promised granted and agreed and doth by these presents covenant
promise grant and agree to and with the said George Chisdm and
John Middleton their heirs executors administrators and successors in
manner and form following that is to say that she the said
Susan Chisdm so soon as she attains the full age of twenty one years
and he the said Oliver H Middleton and each of them in consideration
of the said intended Marriage and of this covenant and agreement
shall and will by good and sufficient conveyances and assurance
in the law grant bargain sell assigns assure and convey unto the
said George Chisdm and John Middleton their heirs executors
administrators and successors all and singular the undivided
moiety or half part of her the said Susan Chisdm of and
in the said Lands and negroes and also all her undivided
three fourth parts of and in the said sum of \$3240 eight thous-
and two hundred and forty dollars and all her undivided
moiety in the said sum of \$5000 five thousand dollars and
that she the said Susan Chisdm shall and will renounce her
inheritance in the said Lands to the said trustees their heirs and
successors and that he the said Oliver H Middleton shall and
will annex and add or cause to be annexed and procure to be
annexed and added to the said conveyance and assurance or
conveyances or assurances a full and perfect list description and
schedule of all and singular the property real and personal so
conveyed and assured in trust nevertheless that is to say all and
singular the said property and estate real and personal unto them
the said George Chisdm and John Middleton their heirs executors
administrators and successors as trustees as aforesaid according to the
nature of the Estate in trust 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 and separate
use benefit and behoof of the said Susan Chisdm for
her heirs executors administrators and assigns until the solemn-
ization of the said intended marriage and from and after the
solemnization of the said intended Marriage then in trust for
and during the joint lives of them the said Oliver H
Middleton and Susan Chisdm to and for the joint use
benefit and behoof of them the said O H Middleton
and

And Susan Chisholme and to suffer and permit them
 the said Ch. Middleton and Susan Chisholme to have
 take and receive the rents issues wages interests
 income and profits arising from the said property
 real and personal and every part & parcel thereof
 but without being in any manner subject to a lien
 for the debts contracts or engagements of the said Ch.
 Middleton. And should the said Susan survive the said
 Oliver then from and immediately after the death of the
 said Oliver I'm trust to and for the sole use benefit and behoof
 of the said Susan her heirs executors administrators and assigns
 for ever freed and discharged from all further and other trusts
 and should she the said Susan die before him the said Oliver
 without leaving lawfully begotten issue living at the
 time of her death then I'm trust that it shall and may
 be lawful to and for the said Susan and full and absolute
 power and authority are hereby given and reserved to her
 notwithstanding her intended coverture in and by her
 last will and Testament or by instrument purporting
 to be her last will and Testament, - to give devise and
 bequeath all and singular the said Property, real & personal and
 every and any part thereof to such persons or persons, and for such
 Estate or Estates, as she may think proper, in the same manner and
 to the same extent as if she were a feme sole dealer and unmarried -
 And should she, the said Susan Chisholme, die before the said
 Oliver, Ch. Middleton, leaving lawfully begotten issue, living at
 the time of her Death, who survive the said Oliver Ch. Middle-
 -leton, and live to attain the full Age of Twenty-one Years, then
 in trust to and for the sole use and benefit of the said
 Oliver Ch. Middleton, ~~to have take & receive the rents issues~~
 income for and during his natural life and to suffer and permit
 him the said Oliver Ch. Middleton, to have take and receive
 the rents issues income and wages, Interest and profits of the
 said Property, real and personal for and during his natural-
 life. but with full power and Authority to the said Susan
 Chisholme notwithstanding her intended coverture in &
 by her last will and Testament to any instrument in
 writing, purporting to be the last will & Testament -

to give devise and bequeath, one moiety or half part or half part
of the said property real and personal, subject the life estate
therein of the said intended Husband, to such Person or
Persons, and for such estates or estates as she may think proper
in the same manner and to the same extent, as if she were a
single sole and unmarried, and the remaining moiety thereof—
after the Death of the said Oliver. St. Middleton, shall go
to and be divided among the issue of the said marriage who
survive the said Father, and live to attain the age of Twenty
one Years, according to the Acts of the Legislature of this State, for
the distribution of intestate Estates, And should the said Sus-
an Chisholm die intestate before the said Oliver St. Middleton
and having lawfully begotten issue, living at the time of her
Death, who survive the said Oliver St. Middleton and live
to attain the full age of Twenty one Years, then in trust as af-
foresaid ~~surviving the said Susan Chisholm, and to suffer of~~
~~Permit~~ to and for the sole use benefit and behoof of the
said Oliver St. Middleton so as aforesaid surviving, the said
Susan Chisholm and to suffer and permit him to have take
of receive the rents, issues, Wages, interests, incomes & Profits, arising
from the said property, real and personal for and during his natu-
ral life, and from and immediately after the Death of the said
Oliver St. Middleton so as aforesaid surviving his wife who
had died intestate, leaving, lawfully begotten issue, living at
the time of her Death, who survive the said Oliver St. Middleton
and live to attain Twenty one years of Age, then Interest trust
the said property real & personal in trust to be equally divided
among the said issue if more than one, of the said intended—
Marriage, then heirs and assigns, share and share alike—
according to the Acts of the Legislature of this State for the dis-
tribution of intestate Estates, and if but one then to that one
his heirs absolutely and forever, freed and discharged
from all farther and other trusts, And should the
said Susan Chisholm die before the said Oliver St.
Middleton, leaving lawfully begotten issue living at the
time of her Death who die before the said Oliver St.
Middleton, or survive him and die before attaining the full
Age of Twenty one years, then and in either of these Cases

In trust that is to say the said property real & Personal in trust to and for the use benefit and behoof of the said Oliver St. Middleton so as aforesaid surviving the said Susan Chisholme and to suffer and permit him to have take and receive the rents issues, income interest & profits thereof for and during his natural life And from and after the death of the said Oliver St. Middleton so as aforesaid surviving the said Susan Chisholme and having lawful issue of the said intended Marriage who survive the said Susan Chisholme and die before the said Oliver St. Middleton and die before attaining the age of Twenty one Years, then further in trust that is the said Property real & Personal in trust from and after the death of the said Oliver St. Middleton, survivor as aforesaid or from and after the death of the issue of the said intended Marriage, who may survive him and die before attaining the age of twenty one years of Age. In trust to and for such person or persons and for such Estate and Estates and in such Parts and Proportions as the said Susan Chisholme may in and by her last will & Testament or by any Paper purporting to be her last will & Testament may give devise, limit direct and appoint And in default of such last will and Testament or of such gift devise, limitation, direction, and appointment then and in these Cases as the case may be in trust that is to say the said Property real & Personal in trust either to and for the right heirs of the said Susan Chisholme, living at the death of Oliver St. Middleton, survivor as aforesaid. Or to and for the right heirs of the said Susan Chisholme, living at the time of the death of the issue of the said Marriage who survive the said Oliver St. Middleton, survivor as aforesaid and die before attaining Twenty one years of Age, to be equally divided among them the said right heirs & each & share and share alike freed and discharged from all further and other trusts. And it is hereby expressly understood

and agreed ~~between~~ between the Parties aforesaid that it shall and may be lawful to and for the said Susan and full power and authority are expressly reserved & given to her notwithstanding her intended Coverture from time to time and at all times hereafter when and as often as she may think proper to make execute and publish her last will & Testament, or any paper purporting to be her last will & Testament in the same manner and to the same extent as if she were a feme sole and unmarried. And that he the said Oliver H. M. shall & will in all things ratify confirm & allow the same. And the said Oliver H. M. for the consideration aforesaid hath further Covenanted Agreed & promised, And doth hereby Covenant Promise & Agree to and with the said George Chisholm and John S. Middleton, as trustees of the said their heirs executors administrators successors and assigns in manner and form following that is to say, that he the said Oliver H. Middleton from time to time and at all times hereafter and she the said Susan Chisholm when she reaches the full age of twenty one years and from time to time and at all times hereafter shall and will grant bargain sell assign convey transfer and set over unto the said George Chisholm and John S. Middleton as trustees as aforesaid their heirs executors administrators and successors all and singular the property real and personal which may at any time or times hereafter happen fall or come to the said Susan Chisholm in her own right or to the said Oliver H. Middleton in her right during their said intended marriage by inheritance purchase or in any other way or manner whatever in trust nevertheless and to and for the same uses intents and purposes limited and declared of and concerning the other property real and personal herein and hereby agreed to be settled and conveyed or intended so to be. And further that he the said Oliver H. Middleton from time to time and at all times hereafter and she the said Susan Chisholm when she reaches the full age of twenty one years and from time to time and at all times thereafter and also and every person or persons, whomsoever having and lawfully claiming or to claim any estate right title interest property line demand or claim of in or to the said property real and

personal, or any part or parts thereof, shall and will from time to time and at all times, on the reasonable request of the said George Chisholme and John I. Middleton their Heirs Executors Administrators and Assigns and at the proper Costs and Charges of the trust Estate, make, do, seal, execute and deliver or cause and procure to be made, made, done sealed, executed, and delivered to the said George Chisholme and John I. Middleton, their heirs, administrators executors or successors, all and every such reasonable act & acts, devices, Conveyances & assurances in the Law whatever for the more perfect and absolute granting, bargaining, selling, assigning, conveying, confirming and assuring all and singular the said Property real & personal & every part and parcel thereof unto the said George Chisholme and John I. Middleton, their heirs, Administrators, or successors, as by them or either of them, their or either of their Counsel, learned in the Law shall be reasonably advised, devised or required In trust always, nevertheless and to and for the several uses intents & purposes herein before expressed and declared and declared of and concerning the same. — And further that it shall and may be lawful to and further for the said George Chisholme and John I. Middleton and the survivor of them, and their successor or successors as Trustees, as aforesaid, when the said Susan Chisholme shall have attained the age of Twenty One Years, and from time to time and at all times thereafter when and as often as, may be thought proper, by and with the consent and advice of the said Oliver St Middleton and Susan Chisholme, or of the said Oliver St Middleton surviving her, expressed in writing, to take Collect & receive the principal Moneys due on all debts belonging to the Trust Estate, and to sell and dispose of all and singular the Property real and Personal and every part thereof and the moneys arising thereof again, to invest in such property real or Personal as may be thought most beneficial & advantageous and the same again to sell and dispose of and to

reinvest when and as often from time to time, and at all times
as may be thought proper, subject always nevertheless and to
and for the same uses, intents and purposes hereinbefore ex-
pressed and declared of and concerning the same. And
further finally, that it shall and may be lawful for
the said Oliver H. Middleton and Susan Chisholm
when she attains the full Age of Twenty one year and
from time to time and at all times, thereafter in and by
their deed under their hand and seal, executed in the
presence of two witnesses, when and as often as may be
thought proper by and with the advice and consent
of the said Susan Chisholm or John H. Middleton
or of the survivor of them, or of their successor or successors
Or should there be no acting nominated Trustee then
alive without such advice and consent, to constitute nom-
inate and appoint another Trustee or Trustees in the place
and stead of the said George Chisholm and John
H. Middleton or either of them, their or either of their
successor or successors, and the person or persons as Trust-
tee or Trustees as aforesaid, last constituted, nominated &
appointed, shall and will possess and enjoy all and singular
the rights, powers, privileges and authorities
and be subject to all the duties and responsibilities of
the original Trustee or Trustees, and the person or per-
sons formally Trustee or Trustees in whose place &
stead such new Trustee or Trustees may be appointed
shall be forth with, herefrom and forever, exonerated and
discharged. —

Now the Condition of the above
obligation is such, that if the said O. H. Middleton his heirs,
administrators and executors, shall and do well & truly in
all things perform, fulfill and keep all and singular
the several clauses, covenants, promises, & agreements in the
 foregoing recital & agreements, set forth to be by him his heirs,
administrators and executors, performed fulfilled & kept, then
the above obligation to be void and of no effect or else to
remain in full force and virtue. —

Scaled and delivered }
in the presence of }

— O. H. Middleton

over

The words "Susan Chisholm" and "in the first page. and the words "and the person or persons" in the last page being previously interlined.

M. King
George C. Mackay—

The State of South Carolina
Charleston District

Personally appeared before me M. King, and made oath that he saw Oliver D. Middleton sign, seal, & deliver this Instrument of Writing for the use and purposes therein mentioned and that he with George C. Mackay, witness the execution thereof. I now to before me this Nineteenth day of April 1827. Thos. S. Jones M.P.
Recorded 12th May 1827

South Carolina
This is to certify that on the twelfth day of April in the year of our Lord one thousand eight hundred and twenty seven between Oliver D. Middleton of the district of York of the first part Emma C. Couturier daughter of the late John Couturier Cahusac deceased widow of the second part and Robert M. Cahusac & Daniel Cahusac Partners of the third part Witnessed that whereas a marriage was agreed upon and intended to be had and solemnized between the said Oliver D. Middleton and the said Emma C. Couturier and whereas the said Emma Couturier did possessed of and legally entitled to certain negro slaves hereafter mentioned as well as to various other property real and personal and whereas upon the treaty of said marriage it was then agreed by & between the said parties that all the negro slaves now belonging to the said Emma C. Couturier should be held subject to the trust of the said parties limited and expressed & declared of and concerning the same
Now therefore in pursuance of the said agreement and in consideration of the said intended marriage and on further consideration of the sum of five dollars to the said Emma—

C. Couturier
hand paid
the receipt in
by and with
testified by
and sold as
unto the said
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Edmund de
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M. Martin
that the sae
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slaves Ma
and after
happen to
have died
children
viously die
administ
mediately as

6 Continue by the said Robert M. Cahusac & Daniel Cahusac in
hand paid at and before the sealing and delivery of these presents
the receipt whereof is hereby acknowledged. The said Emma C. Couturier
by and with the privity and consent of the said Julius M. Martin
testified by his being a party to these presents hath granted bargained
and sold and by these presents doth grant bargain sell and deliver
unto the said Robert M. Cahusac and Daniel Cahusac their executors
and administrators the following twenty two negroes by name viz
Edmund Dorce Betty Agnes sal July Lingo Mahala Susan Wash-
ington Dorce Amy Robert ansel Judy Grandison Isabella Peter
winter Mahala Simon and Frank with the future increase of the
females To have and to hold the said negro slaves unto the said
Robert M. Cahusac and Daniel Cahusac their executors & administra-
tors upon the trusts and for the uses and purposes hereafter men-
tioned that is to say to the use of the said Emma C. Couturier her
executors & administrators untill the said intended marriage shall
be had and solemnized and from and after the solemnization
of the said marriage then in trust for the use and behoof of the said
Emma C. Couturier and the said Julius M. Martin during the term
of their joint lives and for their joint support during the continuance
of the said intended marriage. and in case the said Emma C. Couturier
should survive the said Julius M. Martin then in trust for the ab-
solute use of the said Emma C. Couturier her executors & administrators
or to such other uses and purposes as the said Emma C. Couturier
after the decease of the said Julius M. Martin may by any deed
or writing under her hand and seal limit and appoint, and in
case the said Emma C. Couturier should die before the said Julius
M. Martin leaving issue of the marriage living at her death, then in trust
that the said trustees will hold all and singular the said slaves for the
use of the said Julius M. Martin during his natural life, except the two
slaves Mahala the younger and Susan together with their future increase
and afterwards for the use of the children of the said marriage who may
happen to be living at the death of the said Julius M. Martin or who may
have died leaving issue then living to be equally divided amongst such
children of the marriage including the issue of such as may have pre-
viously died in place of their parents respectively to them their executors
administrators and assigns and the two negro slaves above reserved. shall im-
mediately upon the death of the said Emma C. Couturier having issue of the

marriage as aforesaid to be held in trust for, Eliza Couturier the daughter of the said Emma Couturier by her marriage with Elias Couturier late of St Johns Parish to her executors administrators and assigns. But should the said Eliza Couturier happen to die before the said Emma Couturier leaving no issue then living the said her slaves with their future increase shall be held subject to the same disposition & uses as are prescribed in respect to the remainder of the said negro slaves in the several contingencies mentioned. And lastly in case the said Emma Couturier should die before the said Julius M Martin leaving no issue of the said intended marriage with the said Julius M Martin then in trust from and after the death of the said Emma Couturier for the use of the said Julius M Martin & the said Eliza Couturier the daughter of the said Emma Couturier by the former Marriage to be equally divided between them to each of them their executors administrators and assigns for ever:

And in case the said Emma Couturier should die before the said Julius M Martin leaving no issue by either of the before mentioned marriages then living: then in trust for the said Julius M Martin his executors administrators and assigns for ever.

In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first before written

J. M. Martin (L.S.)

sealed and delivered in the presence of } Emma C Couturier (L.S.)
Robt Kirk, M. Moore, P. S. Atson. }

South Carolina Charleston district } Robert Kirk being duly sworn
maketh oath that he was present and saw the above named Julius M Martin and Emma C Couturier sign seal and deliver the foregoing Marriage settlement for the uses purposes therein mentioned on the day first above written and that he and M A Moore and Robt S Atson witnessed the same Robt Kirk

Daniel Cain S.P. }
St Johns April 13. 1827. } Recorded 14 May 1827.

This Indenture made on the twentieth day of March in the year eighteen hundred and twenty seven Between Katty or Catharine Emily (a free person of color) and Richard Watson also a free person of colour. Whereas a marriage is inten-

deeds to be shortly had between the said Catharine Emily and Adam Clayton also a free person of colour and the said Catharine being possessed of certain property herein after set forth and specified it hath agreed that the same shall be secured to herself and her children now living free from the controul debts or engagements of the said Adam either now existing or hereafter to arise according to the terms and limitations hereinafter expressed in relation thereto. Now this Indenture Witnesseth that the said Catharine Emily for the purposes aforesaid and in conformity with the above recited agreement and for and in consideration of the sum of five Dollars to her in hand paid by the said Richard Watson and for divers other good causes and considerations hereunto moving. Hath given granted bargained and sold and by these presents doth grant bargain and sell unto the said Richard Watson All those two wooden tenements on Land beside from Mr. Peardon the executor of Gov. situate near Lynchs Land & East Bay in Zig Zag Court and also a stable on the same premises with the lease of the lots on which they are situate with the right of renewal as far as the same exists in her Also one horse and one cart and the sum of two hundred dollars in cash the same being the property of the said Catharine. To have and to hold the same to him his heirs and executors administrators and assign forever In trust for the sole and separate use benefit and behoof of the said Catharine for and during her natural life free from the debts contracts or engagements of the said Adam Clayton or of any other person and after the death of the said Catharine then in trust for the six children of the said Catharine by her former husband to them their executors and administrators and to and for no other purpose whatever. And on the further trust that the said trustee shall permit her to possess and manage the said estate according to her discretion And further that he shall at any time when required thereto by the said Catharine join her in disposing of the said property and reinvest the proceeds in such manner as she shall approve for the same purposes and upon the same trusts. In witness whereof the said parties have hereunto set their hands and seals this twentieth day of March in the year eighteen hundred and twenty seven Catharine ^{her} Emily ^{mark} (C)
signed sealed and delivered in presence of } Richard ^{his} Watson (C)
Charles M. Furman. } ^{mark}

State of South Carolina } Personally appeared before me
 Charleston District } Charles C. Furman and made oath
 that he saw Catharine Emily and Richard Watson by their
 marks sign seals and deliver this deed
 sworn to before me this 14. day of June 1827.

Maurice Simons J. Not. Pub.

Recorded 14. June 1827.

The State of South Carolina }

This Indenture made between John Helfrid
 of the first part Samuel S. Wagner of the second part and
 Ann Croft of the third part all of the city of Charleston in
 the state aforesaid Witnesseth that for and in consideration
 of a marriage intended to be / by God's permission / had and
 solemnized between the said John Helfrid and the said
 Ann Croft and for and in consideration of the sum of five
 dollars to him the said John Helfrid in hand paid and
 pursuant to the agreement upon the contract of the said
 intended marriage he the said John Helfrid hath granted
 bargained sold aliened released and confirmed and by
 these presents doth grant bargain sell alien release and
 confirm unto the said Samuel S. Wagner in trust for the
 sole use benefit and behoof of the aforesaid Ann Croft her
 heirs executors administrators and assigns the whole of her
 real and personal estate unto ~~the~~ which she is now en-
 titled or may ~~or~~ may otherwise acquire or obtain as also
 the whole of her stock in trade as well as the profits arising
 therefrom with all her household and kitchen furniture
 which said stock in trade and household and kitchen
 furniture is now in the actual power custody and posses-
 sion of the said Ann Croft and which are hereinafter
 mentioned and are as follows. one Bureau twenty four
 table and tea spoons four chests of drawers three looking
 glasses five Mahogany tables two dozen sitting chairs
 two Mahogany Bedsteads two feather beds five Mattresses
 five Pillows two bolsters fifteen pair linnen sheets twenty
 two pillow cases twenty wooden Blankets eight trunks one
 large carpet and two small carpets five large wardrobes
 one lot of glass ware one lot of crockery ware for house use

one lot kitchen furniture consisting of nine iron pots sauce pan four
spiders four dutch ovens three gridirons three frying pans two pair
fire dogs shovels and tongs nine tubs four pailings four buckets
Copper smoothing irons twenty five show glasses two barrels green
coffee three Barrels of sugar two barrels of flour two barrels of salt
fourteen hundred weight of leaf tobacco five boxes of soap four
boxes of candles two boxes of chocolate two boxes pipes two boxes of
starch five hundred yards of check homespun Nankeens six
dozen of hoods. To have and to hold the said before mentioned
premises stock in trade Household and kitchen furniture
unto the said Samuel S Wagner in trust as aforesaid for the
sole use benefit and behoof of the said Ann Croft her heirs
executors administrators and assigns for ever according to the
true intent and meaning of these presents freed and discharged
from the debts contracts or engagements or interference of the
said John Helfric. In witness whereof the said parties have
hereunto set their and seals the eleventh day of June in the
year of our Lord one thousand eight hundred and twenty seven
and in the fifty first year of the independence of the united
States of America. John Helfric S) Samuel S Wagner S) Ann Croft

seals and delivered in the presence of Benj Dye Justus Palmer
State of South Carolina } Not Benjamin Dye being duly sworn deposes
Charleston District } that he was present and saw John Helfric
Samuel S Wagner and Ann Croft sign seal and as their act and
deeds deliver the foregoing instruments of writing or deeds to and for
the uses and purposes therein mentioned and that he Justus Palmer
together with himself subscribed their names thereto as witnesses to the
due execution of the same. Benj Dye

Sworn to before me this 11 June 1827. S. H. Mitchell S. W.

Recorded 13 June 1827.

The State of South Carolina

the ~~thirtieth~~ day of

This Indenture Tripartite made
the thirtieth day of April in the year of our Lord one thousand
and eight hundred and twenty seven.

Between Ann Elizabeth Christie of Charleston in
the said state spinster of the first part John B Thompson
of the same place attorney at law of the second part and
James Lamb and John Megrath of the same place Merchants

of the third part.

Whereas the said Ann Elizabeth Christie under and by virtue of the last will and testament of her late father Alexander Christie deceased, dated the tenth day of July in the year of our Lord eighteen hundred and twenty three and the codicil thereto, is entitled to certain parts or portions of his estate as by the said will duly proven and decreed in the office of the ordinary of Chancery district will on reference thereto more fully and at large appear.

And whereas a marriage by God's permission is intended to be shortly had and solemnized between the said Ann Elizabeth Christie and John B Thompson and it has been agreed between the said Parties that all the Interest and share of the said Ann Elizabeth Christie of in and to the estate of her said father which is as yet undivided and all other property of whatever nature which she is now or may be hereafter from time to time be interested in or entitled to should previously to the said Marriage having effect be conveyed transferred and set over by the said Ann Elizabeth Christie to the said James Lamb and John Mcgrath subject to such uses and limitations as are intended to be hereinafter declared of and concerning the same. NOW this Indenture witnesseth That the said Ann Elizabeth Christie in consideration of the premises and by and with the consent of the said John B Thompson her intended husband testified by his being a party to these presents and also in consideration of five dollars to her in hand paid by the said James Lamb and John Mcgrath at & before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted, bargained sold released assigned transferred and set over And by these presents Doth grant bargain sell release assign transfer and set over unto the said James Lamb and John Mcgrath All and singular the estate right title Interest benefit claim or demand which in law or equity immediate or contingent which she the said Ann Elizabeth Christie now hath or hereafter may acquire or become entitled to under her said father's will of in and to his estate whether real or personal and which estate is not yet divided and unsold and consists of the

See Marriage Contract Book of 1811 page 44

following property to wit Two three story Brick houses and the lots of
lands whereon they are built adjoining to each other and situate on
the east side of Church street in Charleston and known at present
by the numbers 98 & 100 three brick stores situate on east Bay and
the street leading to crafts North wharf. a house and lot in Queen street
next (westwardly) to the corner house on Archdale street and three
negro slaves named Maico, Rose, and George.

Also the sum of three hundred dollars arising from the sale of the
negro Will bequeathed to the said Ann Elizabeth by the codicil to her
said father's will and all the property of the said Ann Elizabeth
which she now has both real and personal and to which she may at
any time hereafter become entitled to in any manner howsoever

To have and to hold. all and singular the premises before
mentioned hereby intended to be granted bargained sold released
assigned transferred and set over. unto the said James Lamb and
John McGrath and the survivor of them their heirs executors administra-
tors and assigns In Trust nevertheless to and for the following uses
intents and purposes that is to say In trust for the use and behoof
of the said Ann Elizabeth Christie as in her present Estate untill the
said intended marriage shall take effect and from and immedi-
ately after the solemnization hereof then in trust to and for the sole and
separate use of the said Ann Elizabeth Christie for and during the
period or term of her natural life not to be subject to the debts or con-
tingencies of her said husband and from and immediately after the death
of the said Ann Elizabeth then In trust to and for such child or
children of the said Ann Elizabeth as she may leave living at her
death equally to be divided between them if more than one their
heirs executors administrators and assigns and if but one to him or her his
or her heirs executors administrators and assigns. But should the
said Ann Elizabeth depart this life without leaving any child or
children or any child or children of such child or children living
at her death Then In trust unto one moiety or half part of the property
hereby settled to the use benefit and behoof of W.^m Joanna Christie
Mother of the said ^{Ann} Elizabeth her heirs executors administrators and
assigns and as to the other moiety or half part of the said property
to the use benefit and behoof of David Lamb Christie and the said
John B Thompson their heirs executors administrators and assigns
equally to be divided between them Should the said John B.

Thompsons survive the saids Ann Elizabeth. his intended wife but should he die before her then as to such other moiety to the use benefit and behoof of the said David Lamb Christie brother of the saids Ann Elizabeth his heirs and assigns. And should the saids Ann Elizabeth survive the said John B. Thompson and such child or children as he may have and the child or children of such child or children then In trust for the sole use benefit and behoof of her the said Ann Elizabeth her heirs executors administrators and assigns as in her personal estate free and discharged from all and every other use and trust. And it is mutually covenanted and agreed upon and by and between the parties to these presents and declared to be the true intent and meaning thereof that the said trustees or the survivor of them shall at all times during the ~~continuance~~ continuance of the said above declared trusts (with the consent and approbation of the said intended husband and wife during their joint lives or the consent and approbation of the survivor of them testified in writing under their hands & seals) have full power and authority and full power and authority is hereby expressly given to the said Trustees or the survivor of them to sell and dispose of alter change or exchange the whole or any part of the estate and property hereby conveyed to them, or the proceeds of the same when the Estate of the said Alexander Christie shall be sold and divided as directed by his will In such way and manner as may be jointly determined on by them and the said intended husbands and wife and the survivor of them according to the benefit of the said trust Estate. Provided always that the proceeds resulting or to arise from such sale alteration change or exchange shall be forthwith invested in other property real or personal or both to be held by them subject and under the several uses trusts intents and purposes hereinbefore declared and to ~~and~~ for and upon no other use intent or purpose whatsoever And the saids Ann Elizabeth Christie and John B. Thompson do hereby for themselves and their respective heirs executors and administrators covenant and agree to and with the said James Lamb and John McLeath trustees as aforesaid and the survivor of them to make do and execute all and every such further and other lawful and reasonable act &c.

acts deeds and deeds conveyances and assurances in the law what
soever at all times hereafter at the request costs and charges in the law
of the said trustees for the better and more perfect assuring the said
premises hereby conveyed and assigned or intended so to be for the
intents and purposes and upon the trusts hereinbefore declared of
and concerning the same as by the said trustee or the survivor of
them and their or his counsels learned in the law shall be reasonably
advised or required.

In witness whereof the said parties to these presents have
hereunto interchangeably set their hands and seals the day and
year first above written.

Ann Elizabeth Christie (L.S.)

J. B. Thomson (L.S.)

John Mcgrath (L.S.)

signed sealed and delivered in
the presence of.

J. B. Whitridge William Lance

William Lance made oath that he was present and saw
Ann Elizabeth Christie J. B. Thomson and John Mcgrath sign
seals and deliver the foregoing instrument of writing for the
uses and purposes therein mentioned and that he together with
J. B. Whitridge did witness the same.

Sworn to before me this 21. June 1827. } Recorded 1. June 1827.

John Wards N. G.

The State of South Carolina }

✓
This Indenture of three parts
made on the seventh day of July in the year of our Lords one thousand
and eight hundred and twenty seven. between John McNeill of
the one part of Esther Susanne Greenland widow of the second part
and E. W. Bonnetheaus of the third part. Whereas the said Esther S
Greenland is seized as tenant in dower of a plantation or tract of land
in the Parish of Saint James Goosecreek about fifteen miles
distant from the city of Charleston in Charleston District and between
the Ashley river and Goosecreek roads of five hundred and fifty
acres and is seized to her and her heirs only of a tract of
land on Piedie called Brittons necke containing twelve hun-
dred acres bulding and bounding on the north on
to the south on

and to the west on.

to the East on

and

whereas the said Esther S Greenland is also possessed of and entitled
unto certain negroes and house holds furniture cows and poultry and

other chattels and effects reference being had to the schedule hereunto annexed will more fully appear, and whereas a marriage is intended to be shortly had and solemnized between the said John McNeill and Esther S Greenland upon the contract of which marriage the said John McNeill hath agreed that if the same should take effect that then notwithstanding the said marriage he the said John McNeill his executors administrators or assigns shall not nor will intermeddle with or have any right title or interest either in law or equity or in any part of the rents issues and profits of the messuage or tenements and lands above recited, neither shall he the said John McNeill his executors administrators or assigns intermeddle with or have any right title or interest either in law or equity of in or to any the said negroes cows furniture estate in the said schedule aforesaid but the same shall remain continue and be to the said Esther S Greenland or to such uses as the said Esther S Greenland shall think fit and appoint.

Now this Indenture witnesseth that for the making the said agreement effectual in law and for preserving the rents of the messuage or tenements and lands above mentioned to and for the separate use of the said Esther S Greenland and so that the same shall not be in the power or disposal of the said John McNeill he the said John McNeill doth for himself his executors and administrators and for every of them covenant promise and agree to and with the said Edwards W. Bounnetheam his executors and administrators by these presents that notwithstanding the said intended marriage shall take effect all the rents of the messuages or tenements and lands above mentioned as shall from time to time become due and payable to her the said Esther S Greenland and also the said negroes with the future increase of the females and all and every thing in the said schedule aforesaid contained shall be accounted reckoned and taken as a separate and distinct estate of and from the estate of him the said John McNeill and be no ways liable or subject to him or to the payment of his debts but the same to be ordered and disposed of his debts but the same to be ordered and disposed of such persons or persons and to and for such uses and uses intent and purposes as shall the said Esther S Greenland whether covert or discover may order and

and do direct and appoint and for such use and uses as the said Esther
S. Greenland shall at any time or times hereafter during her life time
devise order or dispose of the same or any part thereof (that is to say) ~~either by~~
such and so much as she has the legal right of disposing either by her last
will and testament in writing or by any other writing whatsoever signed
with her hand in the presence of as many credible witnesses as the law
of the land in such case would require And the said John McNeill doth
for himself his heirs executors and administrators contract promise and agree
to and with the same Edwards W. Bounetheau and his executors and adminis-
trators that if the said intended marriage shall take effect that he the said
John McNeill shall and will permit and suffer ~~the~~ Esther S. Greenland to
give grant and dispose of her said separate estate as she shall think fit
in her life time and to make such will or other writing as aforesaid and
thereby to give order devise limit and appoint her said separate estate
to any person or persons for any trust use intent or purpose whatsoever
and that he the said John McNeill shall and will permit and suffer
such will hereafter to be made by the said Esther ^{Susanna} Greenland to be duly
proved by the executors in such will named or to be named and probate
of such will to be had and taken as is usual and the said will to
have its full and legal operation; And also that it shall and may
be lawful for the said Edwards W. Bounetheau his executors & adminis-
trators to adopt and make use of all legal means and ways to get
in whatsoever may be ^{come} due to the said separate estate of the said
Esther S. Greenland without the interference of the said John McNeill
whatsoever and the said John McNeill will at all times lend his
name where it may be necessary in legal process or sign receipts
and discharges where such may be necessary to be given in the
management-transacting or conducting the said separate estate of the
said Susanna ~~Esther~~ Greenland

In witness whereof the parties have
hereunto set their hands and seals the day and year first above
written

Signed sealed and delivered in
presence of witnesses

John McNeill (L.S.)
Esther S. Greenland (L.S.)
E. W. Bounetheau (L.S.)

And Munro Wm. McBurney.

Mr. Munro made oath that he was present and saw the above
named persons sign seal and deliver the foregoing instrument of
writing for the uses and purposes therein mentioned and that he with

Mr. McBurney did witness the same $\frac{3}{4}$ sworn to before me this
30 July 1827. John Wards N.P.

Schedule attached to the Marriage Settlement of Mr. Esther
Susanna Greenland who is about to marry with John Wards

Given in a plantation in St James
goose creek 15 miles from ^{town} Charleston 550
acres.

Tract of Land now called Britton's
neck 1200 acres.

negroes.

Hebe age about 30 yrs

Chloe " " 30

Kate " " 25

Morgianna " " 6

Chance " " 5

6 cows

4 doz fowls

3 bedsteads

1 cot and 1 cribb

2 beds & 4 Mattresses

1 Doz blankets

6 P.^m bed Linens

6 table Linens

1 Doz towels

2 Doz silver spoons

8 dishes 5 Doz plates 8 bowls

4 basins 10 mugs

4 dish covers 4. heads baskets

8 waiters 3 doz knives & forks

3 sugar dishes one of which is plate

2 Doz cups and saucers

4 tea pots 2 coffee pots

2 Milk pots

4 P.^m Cannelle sticks

6 P.^m decanters 2 doz tumblers

3 P.^m salt cellars 3 doz wine & cordial
glasses

2 doz and a half chairs 7. tables 3 can-

pts. 1. side boards. 5 Barrels and boxes
chest of drawers 6 trunks 6 doz tools.

1 Doz Picture Box ornaments

4 p. fire dogs 3 P. Shovels & tongs

6 Bando boxes 4 Looking glasses

6 Sars 2 doz bottles

6 umbrellas and parasols

6 Baskets 2 boxes

Kitchen Furniture

3 pots 2 Kettles 1 grid iron

1 frying pan

3 tubs pails and piggins

2 P.^m Smoothing 2 Shells

2 ovens 2 Sues

1 Gold watch 1 silver do.

1 doz small pieces of Jewelry

wearing apparel

Tools and working instruments

1 Basin stand.

~~John Wards~~

Esther S Greenland

E W

John Wards

Esther S Greenland

E W. Boone Rear.

Sept. 1. 1827.

Mr. McBurney.

Recorded. July 20 1827

The State of South Carolina

This Indenture Tripartite is

made and executed this fifth day of July in the year of our Lords one thousand eight hundred and twenty seven and in the fifty second year of the sovereignty and Independence of the united States of America. Between Christopher Gadsden Morris of the city of Charleston Merchant of the first part Mary Jones Motte of the city of Charleston of the second part and Isaac Motte Campbell of the city of Charleston Physician & Maurice Simons of the same place Factor nominated and appointed Trustee, for her in the third part. Whereas a marriage is intended to be had and solemnized between the said Christopher G. Morris and the said Mary Jones Motte and the said Mary Jones Motte is possessed in her own right of the personal property hereinafter described and has also expectations of other property which may hereafter fall to her and in consideration of the said intended marriage she the said Mary Jones Motte by and with the advice and consent of her said intended husband has agreed to convey and secure the said personal property to which she is now entitled unto the said parties of the third part trustees specially chosen and appointed to and for the uses and purposes hereinafter set forth and they the said Christopher G. Morris and Mary Jones Motte have respectively covenanted and agreed with the said Isaac Motte Campbell and Maurice Simons that they shall and will at any time or times hereafter and as often as the same may be required settle and convey to the same uses and purposes any property that may hereafter fall or come to the said Mary Jones Motte during her intermarriage with the said Christopher G. Morris NOW therefore this Indenture Witnesseth that for and in consideration of the said intended marriage and of one dollar to her the said Mary Jones Motte in hand paid by the said Isaac Motte Campbell and Maurice Simons at and before the sealing and delivery of these presents the receipt whereof ~~is hereby~~ she does hereby acknowledge and by and with the consent and approbation of the said Christopher G. Morris she the said Mary Jones Motte hath granted bargained sold assigned and set over and doth by these presents grant bargain sell assign and set over and in plain and open Market deliver unto the said Isaac Motte Campbell and Maurice Simons eight negro slaves named Minney Legill Catharina Sackey Dolly Mytilla Fanny and also a set of Mahogany drawers and one mahogany dressing table To have and to hold all and sin-

gular the right little interest property claim of her the said Mary
 J. Motte partly hereto of in and to the said several negro slaves
 and their future issue and increase and also the said set of
 mahogany drawers and one mahogany dressing table unto the
 said Isaac Motte Campbell and Maurice Simons their ex-
 ecutors administrators and assigns forever I do trust never the
 less and to and for the several uses intents and purposes here-
 inafter expressed and declared of and concerning the same.
 And for the considerations aforesaid they the said Christo-
 pher G. Morris and Mary Jones Motte jointly and severally for
 themselves their heirs executors and assigns have covenanted
 promised and agreed and do hereby covenant promise and
 agree to and with the said Isaac Campbell and
 Maurice Simons as trustees as aforesaid their heirs executors
 and administrators that they the said Christopher Morris and
 Mary Jones Motte shall and will from time to time and at
 all times hereunto during their marriage and therein
 sell assign transfer and convey unto the said Isaac Campbell
 and Maurice Simons as trustees as aforesaid
 their heirs executors administrators or assigns all and singular
 the property real and personal which may at any time or times
 hereafter happen to fall or come to the said Mary Jones Motte
 in her own right or to the said Christopher G. Morris in right of
 the said Mary Jones Motte during their said intended marriage
 by inheritance purchase or in any other way or manner what-
 soever in trust nevertheless and to and for the same uses intents
 and purposes limited and declared of and concerning the
 other personal property herein and hereby conveyed or intended
 to be conveyed. And for the considerations aforesaid they the
 said Christopher G. Morris and Mary Jones Motte jointly and
 severally their heirs executors administrators have
 covenanted promised and agreed and do by these presents
 covenant promise and agree to and with the said Isaac Campbell
 and Maurice Simons their heirs executors ad-
 ministrators and assigns that they the said Christopher G.
 Morris and Mary Jones Motte their heirs executors and
 administrators and all every person or persons whomsoever having

and lawfully claiming or to claim any estate right title interest
property lien demands or claims of in or to the said premises personal
or any part or parts thereof in or to the said other property real or personal
which may hereafter fall or come to her the said Mary Jones Motte
during her said intermarriage. this or by them the said Christopher
G. Morris and Mary Jones Motte shall and will from time to time
and at all times hereafter at the reasonable request of the said Isaac
Motte Campbell and Maurice Simons their heirs executors administrators
and assigns and at the proper costs and charges of the trust estate make
do seal execute and deliver or cause and procure to be made done
sealed executed and delivered to the said Isaac Motte Campbell and
Maurice Simons their heirs executors administrators and assigns all
and every such further and other reasonable act and acts thing &
things devices, conveyances and assurances in the law whatsoever
for the further better and more perfect and absolute granting bar-
gaining selling assuring releasing confirming conveying and
assuring all ^{and} kind singular the said premises real and personal
and every part and parcels thereof unto the said Isaac Motte Camp-
bell and Maurice Simons their heirs executors administrators or assigns
as by them or either of them their or either of their counsel learned in the
law shall be reasonably advised devised or required In trust always
nevertheless and to and for the several uses intents and purposes hereinafter
expressed and declared of and concerning the same That is to say
all and singular the said property real or personal to the said Isaac
Motte Campbell and Maurice Simons their heirs executors administrators or
assigns or successors In trust to and for the sole use benefit and behoof
of her the said Mary Jones Motte her executors administrators and assigns
until the solemnization of the said intended marriage between ~~the~~ said
Christopher G. Morris and Mary Jones Motte and from and after
the solemnization of the said intended marriage then in trust during
the joint lives of the said Christopher G. Morris and Mary Jones Motte
to and for the sole and separate use benefit and behoof of her the said
Mary Jones Motte and to suffer and permitt her the said Mary Jones
Motte to have take and receive the interest issues income and profits
in any manner arising therefrom to and for her own sole and separate
use and benefit as if she were a feme sole and unmarried and with-
out being in any manner subject to the debts contracts control or engage-
ments of the said Christopher G. Morris and should the said Mary

Sones. Mottle survive the said Christopher G. Morris then from and after the death of the said Christopher G. Morris In trust to and for the sole and separate use and benefit of her the said Mary Sones Mottle her heirs executors administrators or assigns forever freed from and discharged from all further and other trusts.

And should the said Christopher G. Morris survive the said Mary Sones Mottle then from and after the death of the said Mary Sones Mottle In trust to and for the sole use benefit and behoof of such child or children as may be living at the death of the said Mary Sones Mottle the lawful issue of the said intended marriage then his executors administrators or assigns forever share and share alike freed and discharged from all further and other trusts

And should the said Mary Sones Mottle die before the said Christopher G. Morris without leaving at the time of her death any child or children the lawful issue of the said intended marriage then in trust to and for the sole use benefit and behoof of him the said Christopher G. Morris his heirs executors administrators or assigns forever freed from and discharged from all further and other trusts. It is mutually covenanted promised granted and agreed by and between the several parties to these Presents that from time to time and at all times hereafter notwithstanding her intended Marriage it shall and may be lawful to and for the said Mary Sones Mottle and full and absolute power and authority are hereby and hereby reserved and given her for that purpose to make publish and declare her last will and testament in writing on any paper purporting to be her last will and testament in the presence of three credible witnesses of and concerning all the property personal herin and hereby conveyed and covenanted to be conveyed or come to the said Mary Sones Mottle and any heir or part thereof to such person or persons and to for such estate and estates as she may think proper in the same manner and to the same extent as if she were a feme sole and unmarried.

And it is further mutually covenanted granted and agreed by and between the said parties to these presents that it shall and may be lawful to and for the said Isaac Mottle Campbell and Maurice Simons their successors as trustee or trustees as aforesaid from time to time and at all times hereafter when and as often as may be thought proper by them and with the advice and

87

consent of the said Christopher G Morris and Mary Jones Motté expressed in writing to sell and dispose of all and singular the other property real or personal and any part thereof and the money, thence arising again to reinvest in such property real or personal as may be thought most beneficial and advantageous and the same again to sell and dispose of and reinvest when and as often as may be thought proper subject however always nevertheless to and for the same uses intents and purposes heretofore expressed and declared of and concerning the same. And it is further mutually covenanted promised granted and agreed by and between the parties to these presents that it shall and may be lawful for the said Christopher G Morris and Mary Jones Motté in and by their deed under their hands and seal executed in presence of two witnesses when and as often as may be thought proper by and with the advice and consent of the said Isaac Motté Campbell and Maurice Simons or the survivor of them or their successor or successors or should there be no acting, nominated trustee then alive without such advice and consent to constitute nominate and appoint another Trustee or trustees in the place and stead of the said Isaac Motté Campbell and Maurice Simons or either of them their or either of their successors or successor as trustee or trustees as aforesaid 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 authority and be subject to all the duties and responsibilities of the original trustee or trustees. And the person or persons formerly trustee or trustees in whose place or stead such new trustee or trustees may be appointed shall be forthwith herefrom forever exonerated and discharged.

In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals on the day and year first above written

signed sealed and delivered in the presence of Charlotte Broughton
George Buist.

Mary Jones Motté (L)

C. G. Morris (L)

Maurice Simons (L)

Isaac Campbell (L)

George Buist made oath that he was present and saw the above named persons sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he with Charlotte Broughton did witness the same.

Sworn to before me this 31. July 1827. John Ward N.P.

Recorded 31. July 1827

State of South Carolina

Whereas a marriage by God's permission is intended to be had and solemnized between James Duffly and Betty Fitzgerald of the City of Charleston and State of aforesaid and in consequence whereof it has been deemed expedient to secure to the use of the future intended Wife of the said James Duffly all such Estates and property of which he may be seized and possessed at the time of the said intended marriage and they have mutually agreed to appoint Charles Clarke as a trustee to effect that object, Now therefore know all men by these presents that I the said James Duffly have hereby agreed to and with the said Charles Clarke in manner and form following that is to say that all the estate of the said Betty Fitzgerald my intended Wife whether real or personal shall be vested in the said Charles Clarke for the special use intent and purpose of receiving the rents issues profits and emoluments thereof and to apply the same to the sole separate and exclusive use of for my said intended Wife her heirs administrators and assigns for ever hereby giving and granting unto for a power of appointment to leave by Will under her hand and seal subscribed in the presence of three or more respectable witnesses to such persons or persons as she may think proper ratifying and confirming all in acts in this regard, In witness whereof I have hereunto set my seal this 12th day of February in the year of our Lord One thousand eight hundred and twenty seven and the fiftieth of the American Independence Betty ^{my} Fitzgerald (L.S.) James Duffly (L.S.) Charles Clarke (L.S.) Signed sealed & delivered in the presence of J^r McHenry John Macnamara & John McNally, John McNally made oath that he was present and saw the said Betty Fitzgerald James Duffly and Charles Clarke sign and seal this Instrument of Writing for the use and purpose therein mentioned and that he witnessed the same done to before me this 13th August, 1827
Recorded Aug^t 13th 1827 John Ward m^o

The State of South Carolina

This Indenture made the seven day of June in the year of our Lords one thousand eight hundred and twenty seven and in the fifty first year of American Independence, Between Aaron Barton of the city of Charleston in the state aforesaid and Jane Livel of the same place, widow, of the one part; and Thomas Munday of the same place of the other part. Whereas a marriage is intended to be shortly had and solemnized between the said Aaron Barton and Jane Livel, and the said Jane is now entitled in her own right unto sundry articles of household and kitchen furniture, and the said Aaron is also entitled in his own right unto three entire sets of Carpenter's tools all of which are hereinafter more particularly mentioned. And whereas he the said Aaron hath agreed to settle the said Estate upon the said Jane in the manner hereinafter mentioned.

Now therefore in consideration of the said intended marriage and in order to carry into effect the wish of the said Aaron and the parties hereto and also in consideration of five dollars by the said Thomas Munday to the said Aaron Barton and Jane Livel in hand paid the receipt whereof is hereby acknowledged, they the said Aaron and Jane have granted, bargained sold aliened assigned Transferred & set over, and by these presents, do grant bargain sell alien assign transfer and set over unto the said Thomas Munday all and every the estate and effects above mentioned, and more particularly consisting as follows to wit, one chest of Drawers, one set of Dining tables one glass cupboard one writing desk one sofa two venetian Blinds one side board one slab four tea tables one work table, one pine table one card table two pair five dogs four looking glasses one dozen jelly cups one half set china one set flint decanters with wine glasses and tumblers one dozen Pictures one safe two wash hand stands four bedsteads and one crib four feather beds and bedding five Mattresses two dozen of silver spoons sundry other articles of household and furniture and also three entire sets of carpenter tools

To have and to hold all and singular the said premises (also particularly described and set forth in the schedule hereunto annexed) unto the said Thomas Munday his executors and administrators upon the special trusts and confidence that is to say, In trust, to permit and suffer the said Aaron and Jane to have

take receive use and enjoy the aforesaid articles of household and kitchen furniture, and carpenters tools until the solemnization of the said intended marriage, and from and immediately after the solemnization thereof.

Then in trust that he the said Thomas Munday his executors and administrators shall and will from time to time and at all times hereafter during the joint lives of them the said Aaron and Jane permit and suffer her the said Jane notwithstanding her said intended coverture to have take receive use and enjoy in such manner as she may think proper or advantageous all the aforesaid household and kitchen furniture: and three sets of carpenters Tools free clear and independent of the controul intromedding or interference of her said intended husband and not liable in any manner for his debts contracts or engagements whatsoever and from and immediately after the decease of either the said Aaron and Jane. Then I do Trust to hold all and singular the said premises to the use and behoof of the children of the said Aaron and the children of the said Jane now or to be begotten or such of them as may be living at the time of the said decease to be equally divided between them whenever the youngest shall have attained the age of twentyone. his or her and their heirs executors administrators and assigns free clear and absolutely discharged from any and every further or other trust condition or limitation whatever.

But if on the death of the said Aaron or Jane neither of the said children should be living then in trust to the survivor of the said Aaron and Jane his or her heirs executors administrators and assigns forever free from any and every further trust whatever. And Provided also. and it is hereby declared to be the true intent and meaning of these presents and of the parties hereto that she the said Jane notwithstanding her coverture shall without being subject to the controul or engagements of her said husband have full and authority with the consent of the said trustee in writing to make use of sell ^{convey} dispose of under her hand in the presence of a credible witness the whole or any part of the aforementioned household and kitchen furniture and three entire sets of carpenters tools and to vest the proceeds from time to time in such other property as she may approve on

on condition however that the proceeds so vested be settled on the same trust and conditions as are contained in this deed.

And they the said Aaron and Jane covenant promise and agree to and with the said Thomas Munday to execute and deliver such further or other deeds as may be necessary for carrying into effect the intent of these presents.

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

signed sealed and delivered
in presence of John C. Fremont

Aaron Barton (L.S.)

Sean Livel (L.S.)

Thomas Munday (L.S.)

J. H. Mitchell

schedule of the estate and effects mentioned and referred to in the foregoing deeds. To wit: one chest of drawers, one set of Dining tables one Glass cupboard one writing desk one sofa two venetian blinds one side board and one slab. four Sea tables one work table one pine table one end table two pair of fire dogs four looking glasses one dozen of Jelly cups one set of china one set of flint decanters with wine glasses and tumblers one dozen Pictures one safe two wash hand stands four Bedsteads and one crib four feather beds and bedding five mattresses two dozen of silver spoons sundry other articles of household and kitchen furniture and also three entire sets of carpenter's tools

In witness whereof the said parties have also to this schedule set their hands and seals at the same time with the foregoing deed

signed sealed and delivered
in the presence of John C. Fremont
J. H. Mitchell

Aaron Barton (L.S.)

Sean Livel (L.S.)

Thomas Munday (L.S.)

South Carolina } John C. Fremont being duly sworn deposes that he was present and saw the above named Aaron Barton Sean Livel and Thomas Munday sign seal and as their act and deed deliver the foregoing instrument of writing to and for the uses and purposes therein mentioned and that he with John H. Mitchell witnessed the execution thereof
sworn to before me this 7. August 1827.

John C. Fremont.

J. W. Mitchell J. W.

Recorded 7. August 1827.

The State of South Carolina

This Indenture hereunto made the Twenty fourth day of September in the year of our Lord One thousand Eight hundred and Twenty seven Between Maria Chapman a free woman of color of the first part Richard Moore of the first city of Charleston in the state of South Carolina of the second part and Simon Magwood Sactor of the same place of the third part. Whereas a marriage is intended to be shortly had and solemnized between the said Richard Moore and Maria Chapman and Whereas in consideration thereof it has been agreed by and between the said Richard Moore and Maria Chapman that all the Real and personal Estate whatsoever which the said Maria Chapman now or hereafter shall acquire or be entitled to in any wise shall be vested conveyed and disposed of to such uses and upon such trusts as are hereinafter mentioned expressed and declared concerning the same respectively. Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the said intended marriage and of the sum of One Dollar to the said Maria Chapman in hand paid the receipt whereof is hereby acknowledged

That the said Maria Chapman with the purity and consent of the said Richard Moore testified by his being a party to and sealing and delivery of these presents doth grant bargain sell alien release and transfer unto the said Simon Magwood and to his heirs and assigns all that lot of land with the buildings and improvements thereon situate and being in Market Street in the City of Charleston and State aforesaid known by the number (102) one hundred and two containing on front on said Street twenty four feet six inches and in depth fifty seven feet bounded to the North on land of William Wadsworth to the West on land of Julia Smith to the East of Sarah A. Smith and to the South on Market Street aforesaid and also all that lot or parcel of land with all the buildings and improvements thereon situate and being on the East of St. Philip's Street or on the north side of Boundary Street near the City of Charleston aforesaid distinguished in the plat of lands (half recorded) lately belonging to Joseph Manigault by lot numbers (113) sixty three (114) sixty four (115) sixty five (116) sixty six measuring and containing on the North line two hundred and four feet on the East line on

At Philip's Street one hundred and forty feet on the South side on Boundary
Street two hundred and forty feet bounded on the East on Philip's Street, on the
South by Boundary Street on the West by part of lot number sixty three
on the north by part of lots numbered sixty three sixty four sixty five and
sixty six. All the said lot piece a parcel of land being part of lot
number sixty three containing forty five feet by forty feet butting
a boundary on the west forty feet by lot number sixty two, on which the
first said stands on the South forty five feet by part of the same lot
leased to S. S. Peckham on the east by part of the same lot forty
feet and on the north by part of same lot forty five feet together with all and
singular the rights men buy here detriments and appurtenances to all the
aforesaid premises belonging in any wise incident or appertaining.
We have and do hold the aforesaid several lots a parcel of land with their
appurtenances unto the said Simon Maynard his heirs and assigns
for ever Upon such trusts nevertheless and to and for such use interests
and purposes as are hereinafter mentioned and declared concerning the
same, And this Indenture further Witnesseth that in further pursuance
of the said agreement and in consideration of the said intended marriage
of the said Maria Chapman with the purity and consent of the said
Richard More testified a general power bargained sold assigned
transferred and let over and by those presents both fully bargained sold
assigned transferred let over unto the said Simon Maynard his Executor
Administrators and assigns the following negroes slaves together with
the future issue and increase of the females viz. Jenny Betty Hula Amboy
and Peggy And also Five Shares in the Stock of the Bank of the United
States, also all the household and kitchen furniture and plate now in the
house in Market Street aforesaid where he do now dwell and all other
the Monies goods chattels and personal estate whatsoever whomever the
the said Maria Chapman is possessed in any wise entitled to,
We have hold and enjoy the said five Shares with the increase
of the females the said Bank Stock the said household & kitchen furniture
and Plate unto the said Simon Maynard his Executor Administrators and
Assigns Upon such trusts nevertheless and for such use interests and
purposes as are hereinafter expressed & declared concerning the same
(that is to say) In trust for the said Maria Chapman her heirs
Executors administrators & assigns respectively until the consumma-
tion of the said intended marriage and from and after the consumma-
tion thereof

37
then upon trust that he the said Simon Magwood shall permit and
suffer the said Maria Chapman and the said Richard Moore during
their joint lives to receive and take the clear yearly rents interest
and produce of all and singular the said lots of land the said negro
slaves and Black shares for the joint use benefit and behoof of them
the said Richard Moore and Maria Chapman and to use and enjoy
the said Household and Kitchen furniture and plate and from and after
the decease of such of them the said Richard Moore and Maria
Chapman as shall first happen to die then upon trust that he the
said Simon Magwood his heirs executors administrators and assigns
respectively shall and do grant convey assign and transfer all and
singular the said lots of land the said Negro slaves and the income of
the farms the said Black stock the said Household and Kitchen
furniture and plate unto such person or persons and for such use
as estate and in such parts and proportions and in such manner as
from to time the said Maria Chapman shall from time to time not
withstanding her coverture by any writing under her hand and seal
attested by two witnesses or by her last will and testament in writing
duly & legally executed direct limit or appoint the same and it
is hereby agreed by and between the parties to these presents that
it shall and may be lawful for the said Simon Magwood his
heirs executors or administrators from and after the solemnization
of the said intended marriage at the request of the said Maria
Chapman at any time to sell & dispose of all or any part of the said
real or personal estate and to execute bills therefor and to invest the
monies arising from such sale in other property real or personal
subject however always to the same trust as are hereinbefore mentioned.
And it is further agreed that it shall be lawful for the said
Simon Magwood his heirs executors or administrators respectively
in the first place to pay all such debts and charges and
expenses as he or they shall be put to or sustain by reason of the
trust hereby in them reposed or in the management or execution
thereof or in any other thing in any wise relating thereto out
of the said trust estate and the said Richard Moore doth hereby
for himself his heirs executors or administrators promise and agree that
he will not at any time hereafter hinder the said Maria Chapman
in making such disposition gift or appointment or assignment

but that he his heirs executors & administrators will at any time
hereafter at the request of the said Edmon. Magwood his heirs
executors & administrators make & execute any further and
lawful deed or thing as well for the better enabling for themselves
as for the better granting conveying and assigning all away or any
of the said lands granted and conveyed premises respectively unto
the said Edmon. Magwood his heirs executors & administrators
respectively upon the trust and for the purpose hereinbefore declared
concerning the same. In Witness whereof the said parties
have hereunto set their hands and seals at Charleston in the
State of South Carolina the day and year above written. Thus
Signed Sealed & delivered in the presence of the said Edmon. Magwood
Edmon. Magwood
Richard More
Edmon. Magwood

Edmon. Magwood made oath that he was present and saw Edmon. Magwood
Richard More & Edmon. Magwood sign & seal
this instrument of writing for the use and purpose therein
mentioned and that he together with John Smith Witness
to the same, Signed before me this 24th Sept 1827
Recorded 24th Sept 1827 John: Ward

The State of South Carolina

This Indenture made the third day of September
in the year of our Lord One thousand Eight hundred and twenty
Seven between Paul Holliman Marry of the first part, Sarah
Wilkinson Slave of the second part and John Smith Son of the
third part Whereas a marriage is shortly intended to be had
& solemnized by and between the foresaid Paul Holliman and
the foresaid Sarah W. Slave and Whereas the said parties are
anxious now & before the solemnization of the said intended
marriage to secure the said Sarah W. Slave the property herein
after mentioned whether in possession remainder or expectancy
in the first place to & for the joint use benefit and behoof
of the said parties during their joint lives and after the death
of either then to & for the use benefit and behoof of the child
or children who may be the issue of the said intended
marriage the said property to be secured for the maintenance
— once

391
benefit and behoof of the said parties and was not to be subject
to the debts contracts or engagements of the said Paul H. Manning
and in case of the death of either of the said parties leaving no
issue of the said intended marriage then the property hereinafter
mentioned to vest in the survivor his heirs executors & assigns
absolutely and forever. Now therefore thisIndenture
Witnesseth that in consideration of the of said marriage
and also of five Dollars to her in hand paid the receipt
whereof is hereby acknowledged, the said Sarah W. Flower
has given granted bargained sold released & surrendered
and By these presents doth hereby give grant bargain sell
release & surrender unto the said Thomas Smith Esq
his heirs executors administrators & assigns, as well as the following
Negro Slaves viz. George and Rebecca together with their future
issue and increase the property now in possession of the said
Sarah W. Flower, to also all her right title interest & claim
whether in possession or in expectancy immediately or remotely
accruing to her under and by virtue of a Deed of Marriage
Settlement bearing date the twenty fourth day of August
in the year of our Lord One thousand Eight hundred & five
and made between Joseph Flower of the city of Charleston
& State of Georgia Doctor of Medicine of the first part -
Eliza Mann Flower then wife of the said Joseph Flower
of the second part and Edward Purcell Smith of the same
City & State of said Doctor of Medicine of the third part
as by Reference to the said Deed, duly recorded in the Office
of the Secretary of State well more fully appear, I have and
to hold the said property whether in possession or in expectancy
unto the said Thomas Smith Esq his heirs executors administrators
& assigns, In trust nevertheless to and for the use intent
& purposes hereinafter limited expressed & declared of
& concerning the same, That is to say in trust to and
for the use benefit & behoof of the said Sarah W. Flower
until the solemnization of the said intended marriage
and from and after the solemnization of the same then in
trust to and for the use benefit and behoof of the said
Paul H. Manning and the said Sarah W. Flower his intended
Wife

with their joint and natural love, the said Paul & Sarah
having the entire management and control of the said property
& to receive and take all the interest profit and produce to arise
he had a made of all & singular the property heretofore mentioned
& intended to be hereby granted transferred & released for the purpose
of maintaining the said Paul & Sarah & Sarah W. Sloman and
their children in such manner as the said Paul & Sarah in
his discretion may see fit, without being accountable to them
in any one of for the same, but not to be subject to the debts
contracts or engagements of the said Paul & Sarah. And
in case of the death of either of the said Paul & Sarah or the
said Sarah W. Sloman leaving issue of the said intended mar-
riage then in trust to and for the use benefit & behoof of
the Survivor during the term of his or her natural life not
subject to his or her debts contracts or engagements and at
the death of such survivor then in trust to and for the use and
benefit of such child or children issue of the said intended
marriage his or her then heirs executors administrators and
assigns to be equally divided between them share and share
alike But in case of the death of either the said Paul & Sarah
or the said Sarah W. Sloman leaving no child or children of the said
intended marriage and leaving such child or children he or she
or they should die during the life time of the Survivor then the
aforesaid property to vest absolutely in the Survivor his or her
heirs executors & assigns to & for his or her or then separate and
peculiar use benefit and behoof free and discharged from all in
any and every further trust, Provided always Nevertheless
that in case it should hereafter appear to the said Paul & Sarah
& the said Sarah W. Sloman during their joint lives & at the death
of either of the Survivor that the whole or any part of the premises
herin disposed of & the proceeds thereof vested in the purchase of
any other property real or personal or both, then & in such
cases it shall and may be lawful to & for a full power & hereby
given the said Paul & Sarah & the said Sarah W. Sloman or
the Survivor of them, by their (and in case of survivorship his or her)
Deeds properly executed in the presence of two or more witnesses
to convey and transfer all their right title & interest in the