

The
26th
Seal.
There
witness

the aforesaid property & to vest the proceeds of such conveyance
in any other species of property whether real or personal or both
subject to the same use, intent & purpose herein
above contained. Provided nevertheless that the same power
subject to the same conditions is hereby given to the same parties
from time to time & as often as they may think fit it advantagous
to charge the whole or any part of any property acquired by the
sale or disposal of the aforesaid premises or any part thereof
Provided likewise and it is hereby further declared and
agreed that in case the said Thomas Smith Jr or any other
trustee shall happen to die or be desirous to be discharged
of the trust hereby created & shall neglect or refuse to vest in
the said trust at any time or times before the said trust shall
be fully performed or otherwise determined it shall & may
be lawful to & for the said Paul H. Waring & the said Sarah
W. Glover his intended wife or the survivors of them to nominate
etc & appoint any other person to be trustee for the purpose
aforesaid in the place of the said Thomas Smith Jr or any
future trustee who shall happen to die or be desirous to
be discharged from or neglect or refuse to vest in the trust
aforesaid. And upon such nomination & appointment the
trustee for the time being or if he be dead his heirs executors
& administrators shall convey & transfer the said trust estate
in such effectual manner as that the same may be vested
in such person as shall be appointed trustee aforesaid
but Nevertheless upon the same trust etc & for the same
use intents & purposes as are herein before mentioned
and declared of and concerning the same.

In witness whereof we have hereunto
set our hand & seals this third day of September
in the year of our Lord One thousand Eight hundred
and Twenty Seven, and in the Fifty Second year of the
Sovereignty and Independence of the United
States of America - P. H. Waring Seal
Signed Sealed and Sarah W. Glover Seal
Delivered in the presence Thos Smith Jr Seal,
H. Martin Waring Jr, Thos J. Waring

the
day of
and a
State
charter
of the
et law
State
franchise
duly
the year
Signed
convey
negro
unto
said
proprietor
the sa
water
subj
after
the to
of ou
the o
of the
prop
Equa
has
there
to the

John H. Manning made oath that he was present and heard James
J. Manning, Sarah M. Glover and John Smith Jr. sign and
Seal this instrument of Writing for the uses and purposes herein
herein mentioned and that he together with Weston Manning
witnessed the same sworn to before me this 1 Octo 1827 John M. May

Decided Oct 1st 1827

ill

In the State of South Carolina, This Indenture made this thirteenth day of September in the year of our Lord one thousand eight hundred and twenty seven: between Charles Webb of the district of Colleton in the State of aforesaid Planter of the first Part Anna D. Glover of the City of Charleston and State aforesaid a minor of the age of nineteen years of the second part George W. Logan of the same city and State Attorney at law of the third part, and Joseph Glover of the same city and State Physician and the father of the said Anna D. Glover of the fourth part, Whereas in and by a certain deed of indenture tripartite duly executed and bearing date the twenty fourth day of August in the year of our Lord one thousand Eight hundred and five the aforesaid Joseph Glover together with his then Wife Elizabeth Elam Glover conveyed certain real and personal property consisting in lands and negroes as the same are therein particularly mentioned and described unto Edward Darrell Smith of the City of Charleston and State of the said Doctor of Medicine in trust to and for certain uses and purposes herein mentioned and among others to and for the use benefit and behoef of the said Joseph Glover and his aforesaid Wife the said Elizabeth Elam Glover for and during their joint and natural lives free from the debts of the said Joseph Glover but subject to his entire management and control and from and after the death of either then in trust to the survivor for and during the term of his or her natural life and from and after the death of such Survivor then in trust to and for the child or children of the said Elizabeth Elam Glover. And Whereas since the execution of the said conveyance and by virtue of an order or orders for that purpose first had and obtained from the honorable the court of Equity of this State, the aforesaid real Estate so aforesaid conveyed has been disposed of, by sale publicly had and made and the proceeds thereof have been vested in certain other Negroes subject however to the like uses trusts intents purposes and limitations as are contained in the

Costs to which he is or was entitled in to and out of all and singular
that part or portion of the property as aforesaid appraised allotted and
apportioned in favour of his daughter the said Anna D'Gloer who has
agreed to accept the said part or portion in full discharge of her expectancy
a co-ordinator in the said property (but reserving nevertheless to herself
her right of ownership in due and just proportion as to the other
and co-ordinator portion of the said property in case of the death of any or either
of the other Children without leaving lawful issue the same to be only
ent however to the like uses and trusts intent provisions limitations
and agreements as are hereinafter limited expressed and declared
as intended to be limited expressed and declared of or concerning the
aforesaid part or portion as aforesaid allotted and appraised by the
said Commissioners) which said part or portion contain the following
Negro Slaves together with the future issue and increase of the
female namely, David Delia and their Children Lucy Lucy
Davy and Kate, Kate and her Children Joe Benjamin Diana
and Phyllis Umuritta Sophia (child of the said Umuritta) and her
Children Eliza Buccchus Tolman Wiley Isaac and Clara Judith
(another child of Umuritta) and her children Stephen and Delia
Gemmy Batima and their children John and Nancy in all Twenty
Six Negroes valued by the said commissioners at Eight thousand
Nine hundred Dollars All which matters and things as aforementioned
will more fully appear by a reference to the several records
thereof in the several proper and respective Offices.

And Whereas by God's permission a marriage is intended intended
to be had and solemnized by and between the said George Wm.
Logan and the said Anna D'Gloer and the said parties are desirous
to secure the said property as well as any expectancies that may to
them accrue therefrom to and for their use and support after the said
marriage free from their debts or from the debts of any other future
husband or husband and for the future benefit of the issue of the
intended or any future marriage or marriages of the said Anna D'
Gloer, And Whereas the said Anna D'Gloer is still a minor under the
age of twenty one years and the said George Wm Logan is desirous of
and willing to do and execute a cause and procure to be done and
executed all such further and other deeds and instruments of writing
as shall at any time or times hereafter on the attaining to the full age
of twenty one years, by the said Anna D'Gloer be deemed necessary to
carry

carry into full and complete execution the objects intention and design
 of these Presents — Now therefore this indenture
 witnesseth that in consideration of the Premises and of the sum
 of five dollars to them paid the receipt whereof is hereby acknowledged
 the said Charles Webb a constable Justice of peace and the said
 Anna D'Glover have given granted bargained sold and released
 and by these Presents do give grant bargain sell and release
 unto the said Joseph Glover the negro Slave whose names are herein
 above mentioned together with the future issue and increase of
 the female; To have and to hold the said negro Slave together
 with the future issue and increase of the female unto the said
 Joseph Glover his Heirs Executors administrators or assigns
 In trust nevertheless to and for the use intent and purpose
 previous limitation and agreement hereinafter limited expressed
 and declared of and concerning the same, That is to say in
 in trust to and for the use benefit and behoof of the said Anna
 D'Glover until the solemnization of the said intended marriage
 and from and after the solemnization of the said intended marriage
 then in trust that he the said Joseph Glover his executors admini-
 strators Heirs and assigns during the joint and natural lives
 of the said George W Logan and the said Anna D'Glover shall and
 will authorize permit and suffer the said George W Logan to —
 collect receive and take the rents issues and profits of the said property
 and of every part and parcel thereof for the purpose of maintaining
 the said Anna D'Glover and her children not to be subject
 in any manner or way whatsoever to the debts contracts or
 engagement of the said George W Logan, And from and
 after the death of the said Anna D'Glover should she die —
 before the said George W Logan leaving any child or children
 Grand Child or Grand Children leaving at her death then
 in trust that he the said Joseph Glover his Heirs Executors admini-
 strators and assign during the lifetime of the said George W Logan
 shall and will authorize permit and suffer him the said George
 W Logan to take and continue to take and receive the rents issues
 and profits of the said property and of every part and parcel
 thereof for the purpose of maintaining and educating such child
 or children Grandchild or Grandchildren in such manner
 as he in his discretion shall see fit without being account

accountable to them or to any one for the same or shall not be
liable in any manner or way whatsoever to his debts contracts or
engagements made from and after the death of the said George
W Logan then in trust to and for the use benefit and behalf
of such child or children grandchild or grandchildren he has
when his Executors administrators and assigns forever if more than
one or several in common such Grandchild or Grandchildren
representing his her or their Parents respectively and taking among
them only the share which their respective parents would have taken
if they had survived the said George W Logan But in case the
said Anna D Glover should die before the said George W Logan
leaving no Child or Children Grandchild or Grandchildren living
at her death or in case she should leave such Child or Children
Grandchild or Grandchildren living at her death and they should
all die in the life time of the said George W Logan unmarried and without
issue Then in trust to and for the sole use benefit and behalf of the
said George W Logan his Heirs Executors administrators and assigns
forever But in case the said George W Logan should die before
the said Anna D Glover leaving any child or children Grandchild
or Grandchildren issue of the said intended marriage living at
his death Then in trust to and for the sole separate and exclusive
use benefit and behalf of the said Anna D Glover during her nat-
ural life Not to be subject in any manner whatsoever to his debts
contracts engagements control or hindrance of any future husband
a husband, and in short as if she would be always a free wife
Until from and after the death of the said Anna D Glover in case she
should leave any child or children Grandchild or Grandchildren
issue of the said intended marriage or of any future or other
marriage or marriages of both living at her death Then in trust
to and for the use benefit and behalf of such Child or Children
Grandchild or Grandchildren issue of the said intended marriage
or of any future or other marriage or marriages or of both his her
or their Executors administrators and assigns forever if more than
one or several in common Such Grandchild or Grandchildren
representing his her or their respective Parents, and taking among
themselves only the share which their respective Parents would
have taken if they had survived the said Anna D Glover and

407

no difference being made between the issues of the respective
Marriages in But in case the said George W. Logan should
die before the said Anna D. Glover leaving no Child or
Children Grandchild or Grandchildren living at his death
or in case he should leave such child a children Grandchild
a Grandchild living at his death and they should all die
in the lifetime of the said Anna D. Glover unmarried and without
issue then and in that event to and for the sole Separate
and Exclusive use benefit and behalf of the said Anna D. Glover
for and during her natural life not to be subject in any
manner or way whatsoever to the debts contracts or engagement
of any future husband or husband and from and after the
death of the said Anna D. Glover in case the children leave issue
living after death in trust to and for the use benefit and
behalf of such child a children Grandchild or Grandchildren
by her or their heirs Executors administrators or assigns from
of more than one or seven in common such Grandchild a Grand
children representing his her or their Parents respectively and
taking between them only the share which their respective
parents would have taken if they had survived the said Anna
D. Glover \curvearrowright I provide hereafter if hereafter it should appear
to the said George W. Logan and to the said Anna D. Glover during
their joint lives or to either of them who may survive the other and to
the said Joseph Glover his heirs Executors administrators or assigns to be
more for the advantage of the said party that the whole or any part
of the said property should be sold and the monies arising therefrom
be applied and expended in the purchase of other property real
a personal or both then and in such case it shall and may be lawful
to and for the said George W. Logan during his lifetime and the said
Anna D. Glover after his death by his or her deed or deeds properly executed
in the presence of two or more witnesses / the said Joseph Glover his
heirs Executors administrators or assigns as the case may be joining on
the same and thereby signifying his or there consent and approbation
to revoke and make void all and singular the use and uses hereinbefore
and heretofore limited and declared of and concerning such property
and to limit and declare any new use or uses of or concerning the
same to be upon and at the time of making such revocation and
limiting

limiting such new use and uses of or concerning the said property the said George W Logan during his lifetime and the said Anna D Glover after his death by his or her deed property Executed in the presence of two or more credible Witnesses do transfer assign and deliver unto the said Joseph Glover his Heirs Executors administrators or Assignees as the case may be and require the monies or specialties arising from the sale of the said property in Trust to and for the use intent and purpose of purchasing such other property real or personal in both as the said George W Logan in his lifetime and the said Anna D Glover or as the said Anna D Glover after the death of the said George W Logan shall the said Joseph Glover his Heirs administrators or Assignees as the case may be, shall think most for the advantage of the said parties to be firmly and securely conveyed bargained sold transferred and delivered by the person or persons so selling the same, (the said George W Logan in his lifetime, and the said Anna D Glover after his death joining in such deed or deeds and thereby signifying his or their intent thereto) unto the said Joseph Glover his Heirs Executors administrators or Assignees as the case may be and require, according to the nature of the property so purchased In trust nevertheless to and for the same use and purpose as those herein expressed or at least as many of them as may be then practicable regard being had to the nature of the property where it may be real, and the Estate a benefit to be derived from such real property to the said George W Logan and the said Anna D Glover during their joint lives, and to the Survivor during his or her life being without impeachment of waste and so as not to be subject to the debts and engagements of the said George W Logan Subject however to the same power in the said George W Logan and the said Anna D Glover during their joint lives to the survivor of them by and with the consent of the said Joseph Glover his Heirs Executors administrators and Assignees as the case may be of revoking or annulling the use or uses of the above or any part of such property acquired as above mentioned either immediately or remotely and of limiting and appointing any new use or uses of and concerning the same, Provided also nevertheless that it shall and may be lawful to and for the said George W Logan and the said Anna D Glover during their joint lives and for the survivor by and with the consent and approbation of the said Joseph Glover or by and with the consent and approbation of the Executors of his last will and testament as such of them as shall qualify in the same by deed duly executed without the intervention or assistance of any Court of Law or Equity to nominate

404

constitute and appoint any other person or persons in the place of the said Joseph Glover to keep and perform the trusts limitation and agreements herein above mentioned as fully and in the same manner as the same are herein directed to be kept and performed by the said Joseph Glover - And the said Maria D Glover for herself her heirs Executors administrators doth hereby covenant grant and agree by these presents to and with the said Joseph Glover his heirs Executors administrators and assign that she the said Maria D Glover shall and will within six months after she shall have attained the full age of twenty one years make to execute and deliver a power to be made done execute and deliver all such further and other acts and acts thing and things service and conveyances in the law whatsoever as shall be deemed necessary for the confirmation and legality and substantially ratifying of these presents and for the further better this more satisfactorily confirming conveying and assigning the premises hereinbefore mentioned and more particularly described, unto the said Joseph Glover his heirs Executors administrators and assign in trust nevertheless to and for the uses intents and purposes hereinbefore mentioned and declared of and concerning the same, And the said George W Logan for himself his heirs Executors administrators and assign doth hereby covenant promise grant and agree to and with the said Joseph Glover his heirs Executors administrators and assign as the case may be and require that for and notwithstanding any act matter or thing whatsoever by him the said George W Logan had made done committed or suffered it shall and may be lawful to and for the said Maria D Glover notwithstanding her intended covenants after her attaining the full age of twenty one years from time to time or at any time hereafter during her overtire to make do and execute such deed a deeds writing or writings in manner of squint and thereby ratifying and confirming these presents and convey transfer and assign the premises hereinbefore mentioned and more particularly described unto the said Joseph Glover his heirs Executors administrators and assign, In trust Nevertheless for the uses and purposes hereinbefore mentioned and declared And also that he the said George W Logan shall and will from time to time and at all times hereafter join and concur to and with the said Maria D Glover his intended wife in all such acts deeds and assurances in the law, as by counsel learned in

the

in the law
effectually
into the
in trust
George W
will and
said Jos.
other de-
ments in
the premis
purposes
And in
in course
daughter
with her
therefore
intended
proprietor,
singular
husband
be said
purposes in
the same,
In W.
on the a
Chas.
Signed
Charles
all and
page 1.

Sign
and a
the pur
of the 1

in the law shall be legally advised advised or deemed necessary for
effectually affixing settling and securing all and singular the premises
unto the said Joseph Glover his heirs Executors administrators or assigns
in trust notwithstanding for the use and purpose aforesaid, and also that he the
George W Logan from time to time and at all times hereafter shall and
will execute and deliver to or cause to be executed and delivered to the
said Joseph Glover his heirs Executors administrators or assigns all such
other deed or deeds writings or conveyances retakes covenants and agree-
ments as shall or may be deemed necessary for the further assurance of
the premises herein now intended to be passed to the uses intent and
purposes hereinbefore expressed and declared of and concerning the same.

And this Indenture further witnesseth that the said Joseph Glover
in consideration of the natural love and affection which he hath for his
daughter the said Anna D Glover and for the foresaid intended marriage
both hereby covenant promise grant and agree to and with the parties to
these Presents that from and immediately after the solemnization of the said
intended marriage the said Joseph Glover shall and will hold stand seized and be
possessor of the life Estate to which he the said Joseph Glover is entitled in all and
singular the negroes heretofore particularly mentioned and whose names are
hereinafter recited under and by virtue of the aforesaided deed of indenture of
the said Joseph and Elizabeth Glenn Glover to for and upon the uses intent and
purposes hereinbefore mentioned set forth mentioned and declared of and concerning
the same, and for no other use intent or purpose whatsoever,

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

Charles Webb Sigil Anna D Glover Sigil George W Logan Sigil

Signed Sealed and delivered by J S Glover Sigl

Charles Webb a party to this instrument in the presence of - the words -
all and singular the we, being first inserted in the first line of the fifth
page of this indenture

William L Whitehead, W G Webb

Signed Sealed and delivered by Anna D Glover Gen W Logan
and Joseph Glover parties to this instrument in the presence of
the words all and singular being first inserted in the first line
of the fifth page

H C Glover Francis Y Packer
man continued

South Carolina Colleton District

Personally appeared before me Wm
J. Webb and made oath that he was present and saw the witness
named Charles Webb Sign Seal and as his Act and Deed doth
set forth in this instrument of Writing for the uses and purposes herein
mentioned and that he together with Mr. G. Whitehead signed
their names as Witnesses of the same. — Sworn to before me
this 24 day of August 1827 Jas Rayson D.M.

Charleston District. Personally appeared before me
H.C. Glover who made oath that he was present and saw
Anna D.Glover George H. Legan and Sarah Glover Sign
and Seal this instrument of Writing as their Act and Deed
and that he together with Francis J. Hackett signed their
names as Witnesses to the same. — Sworn to before me this
17th day of October 1827 John Marsh Jr. P.O.

Recd Oct 17. 1827

The Estate of South Carolina. This Indenture of three parts
made this twenty fourth day of July in the year of one thousand
eight hundred and twenty seven between Elizabeth S. Clayton
of the city of Charleston in the State of South Carolina of the first part
Dennis Khan of St. Bartholomew Church in the State of New
York of the second part and Peter Murphy of the City of Charleston
in the State of South Carolina of the third part. Whereas Henry Clayton
of Saint George Church in the State of South Carolina being seized or
possessed of the Estate real and personal, heretofore more particu-
larly mentioned and described did in and by his last will and
Testament bearing date the fifth day of April One thousand
eight hundred and twenty give devise and bequeath as follows
that is to say, And a tract of land usually called Whitehead it
was planned God to help me in this life I give devise and
before of the same in the manner and form following That
is to say I leave unto my dearly beloved wife and to
devise all my Estate real and personal during her widowhood
and at her marriage an equal division to be made between
her and Ann S. Clayton and Elizabeth S. Clayton of all the
foresaid real and personal Estate and of either of the last mentioned

Van or Elizabeth Sibayton shall die without leaving upon them
full part legation to the Survivor as in and by the said last Will and
Testament duly recorded in the Office of Colleton District before
being that had well more freely appear — And Whereas the said
Van L Sibayton hath since departed this life without lawful issue
Whereof her Share a proportion of the said Estate real and personal
according to the provisions of the said in part recited last Will and
Testament hath become vested in the survivor the said Elizabeth S.
Sibayton, And Whereas a marriage hath been agreed upon and
is intended by divine permission to be shortly hereafter had and determined
between the said Dennis Lane and the said Elizabeth S. Sibayton,
And Whereas upon the treaty of the said intended marriage it
was agreed that the share a proportion of the said Elizabeth Sibayton
under and by virtue of the said recited last will and testament in &
to the Estate real and personal hereinafter more particularly mentioned
and described should be conveyed transferred and assigned to, and
vested in the said Peter Murphy his heirs executors administrators
and successors upon the several trusts and for the several intents and
purposes hereafter expressed and declared of and concerning the
same, Now this Indenture witnesseth that, in
pursuance and full performance of the said recited agreement and
in consideration of the said intended marriage, And also in consideration
of the sum of five dollars to each of them the said Dennis Lane and
Elizabeth Sibayton in hand paid by the said Peter Murphy at
and before the sealing and delivery of these presents the receipt whereof
is hereby acknowledged — The the said Elizabeth Sibayton with the
privy and consent of the said Dennis Lane testified by his being
a party to and sealing and delivery of these presents hath bargained
sold and released conveyed transferred and set over and by these
presents both bargain sell release convey transfer and set
over unto the said Peter Murphy his heirs executors administrators
trustees and assigns all and every part of the undivided share
a portion of her the said Elizabeth Sibayton in to and out of
all and singular the real and personal Estate hereinafter more
particularly mentioned and described that is to say All that
Plantation or tract of land situate lying and being in the District
of Colleton on an mill creek Water of Ashley River containing
Seven hundred and Sixty three acres Buttling with

Broadines

115

bounding to the north East on lands of Doctor Maynard to the
North West on lands of Blake and Tracy and to the south West on lands
of John Pratt and Wining also all that other plantation or
kind of land situate lying and being on the Bypasse in the Parish of
Saint George in the State of New-Jersey containing one hundred and twenty
six acres more or less And Also the following Negro Slave that is
to say Dennis Debra Maria Charlotte Isaac Sylvia Dick Mandie Carter
Prince Sarah John Smart Lucy Lucy Judy Mary Alexander Emma
Sally Laura and Samm together with all and singular the
rights members hereditaments and appurtenances to the said
premises belonging or in any wise incident or pertaining
with the future issue and increase of the female of the said Slave
to have and to hold all and singular the said premises
unto the said Peter Murphy his heirs Executors Administrators
and Assigns in trust nevertheless to pay and upon the same
several uses intents and purpuses and subject to the several
powers, powers limitation and agreements hereinafter mentioned
limited expressed and declared of and concerning the same
that is to say in trust that the said Peter Murphy his
heirs Executors and administrators during the joint lives of the
said Dennis Lane and Elizabeth Slayton his intended
Wife shall and do permit and suffer a due sufficiently
Authorise and empowr the said Dennis Lane to receive and
to take all the rents Intereats payts and produce to have he
had a made of all and singular the premises hereinbefore
mentioned and intended to be hereby granted transferred
and conveyed, without impeachment of Waste as to the real
estate, for the purpose of maintaining the said Elizabeth Slayton
and her children, Not to be subject in any
manner or way whatsoever to the debts contracts or engagements
of the said Dennis Lane, Untill from and after the death of the
said Elizabeth Slayton should she die before the said Dennis
Lane leaving any children or children Grand child or grand
children living at her death then in trust that the said
Peter Murphy his heirs Executors and administrators
during the lifetime of the said Dennis Lane shall and will
authorise permit and suffer him the said Dennis Lane to

Receive

receive and take the rents, issues and profits of all and singular the said
premises for the purpose of maintaining and educating such Child or
children grand child or grand children in such manner as he in
his discretion shall see fit without being accountable to them in any
one for the same but not to be liable in any manner or way whatsoever
to his debt contract or engagements made from and after the death
of the said Dennis Kane than in trust to and for the sole benefit
and behalf of such Child or Children grand child or grand children
his heirs or their Heirs Executrix Administrators and Assigns forever
if more than one instrument in common, such grand child or grand children
representing their respective parents and taking between them only the
share which their respective parents would have taken if they had
survived the said Dennis Kane, But in case the said Elizabeth Clayton
should die before the said Dennis Kane leaving no child or children
grand child or grand children living at her death, then in trust from
and after the death of the said Elizabeth Clayton as to one moiety
an equal half part of all and singular the premises to and for the sole use
benefit and behalf of the said Dennis Kane his Heirs Executrix
Administrators and Assigns forever And as to the other Moiety a
equal half part of all and singular the said premises in trust
to and for the use benefit and behalf of Lucy Murphy for and
during her natural life but not to be subject to the debts contracts
or engagements of her husband the said Peter Murphy and from and
after the death of the said Lucy Murphy then in trust as to the said
last mentioned wife to and for the use and benefit of the said Dennis
Kane his Heirs Executrix Administrators and Assigns forever But in
case the said Dennis Kane should die before the said Elizabeth C.
Clayton leaving any child or Children grand child or grand chil-
dren issue of the said intended marriage living at his death, then
in trust from and after the death of the said Dennis Kane to and for
the sole separate and peculiar use benefit and behalf of the said
Elizabeth Clayton during her natural life, Not to be subject
to the control or debts of any future Husband or Husband and in
short as if she would always be a female, And from and after the
death of the said Elizabeth Clayton in case she should leave any
child or children grand child or grand children issue of the aforesaid
intended marriage living at her death then in trust to and
for

No 5.

for the we benefit and behoof of such child or children
grand child or grand children issue of the said intended man-
age his her or their heirs Executrix Administratrix and assigns
further if more than one as Tenant in common such grand child
or grand children representing their respective parents and taking
between them only the share to which their respective would have
been entitled if they had survived the said Elizabeth Blayton
But in case the said Dennis Kane should die before the said
Elizabeth Blayton leaving no child or children grand
child or grand children issue of the said intended marriage
living at his death, then in trust for and after the death of the
said Dennis Kane to and for the sole separate and peculiar we
benefit and behoof of the said Elizabeth Blayton her heirs
Executrix Administratrix and assigns further Provided Never
the less of hereafter it shall appear to the said Dennis Kane during
his life and to the said Peter Murphy his heirs Executrix Administratrix
as to the said Elizabeth Blayton after the death of the said
Dennis Kane and the said Peter Murphy his heirs Executrix Administratrix
to be most for the advantage of the said parties that
the whole or any part of the said property real or personal
should be sold and the money arising therefrom be applied and
expended in the purchase of other property real or personal
as both then and in such case it shall and may be lawful
to and for the said Dennis Kane in his life time and the said
Elizabeth Blayton after his death by his or her deed properly
executed in the presence of two or more creditable witnesses (the said
Peter Murphy his heirs Executrix Administratrix as the case may
be joining in the same and thereby signifying his or her
consent and approbation) to make and make void all and singular
trust and uses heretofore limited and declared of or concerning
such property and to limit and declare any new use or uses of it
concerning the same. So as upon and at the time of making such
novation and limiting any new or other use or uses of or concerning
the said property the said Dennis Kane in his life time and the said
Elizabeth Blayton after his death by his or her deed properly executed
in the presence of two or more creditable witnesses do transfer by his
and set over unto the said Peter Murphy his heirs Executrix
Administratrix and assigns as the case may be and require the money

a solicitation arising from the sale of the said Property in trust to me
for the intent and purpose of purchasing such other property real or
personal a book as the said Dennis Kane in his life time or the said
Elizabeth Stobay ton after his death and the said Peter Murphy
his heirs Executors Administrators or Assigns as the case may be
shall think most for the advantage of the said parties to be firmly
and securely conveyed bargained sold transferred assigned and
set over by the person or persons so selling the same (the said Dennis
Kane in his life time and the said Elizabeth Stobay ton after his
death joining in such deeds and thereby signifying his or her expert
knowledge unto the said Peter Murphy his heirs Executors Administrators
and Assigns as the case may be and require, in trust nevertheless left
to and for the same uses and purposes as those already expressed or at
least as many of them as may be then practicable regard being had to the
nature of the property where it may be real and the Estate or benefit
to be derived from such real property to the said Dennis Kane and the said
Elizabeth Stobay ton during their joint lives and to the survivor during
his or her life being without impeachment of waste and as so not to
be subject to the debts or engagements of the said Dennis Kane Subject
however to the same power in the said Dennis Kane in his life time and the
said Elizabeth Stobay ton after his death of revoking or amending the same
or any part of such property acquired by the sale or disposal
of the said aforesaid real or personal Estate or any part thereof either
immediately or remotely and of limiting and appointing any new use or uses
of or concerning the same — In witness whereof the parties to these
present have signed the same and seal the day and year
first above written, E. Stobay ton Sub. Dennis Kane Peter Murphy
Signed sealed & delivered in the presence of, Black lines being first drawn
over part of words of the words of the last line & the whole of the words of the third
line of the fourth page & the words for Murphy for and during her natural life
but not to be subject to the debts contracts or engagements of her husband the said Peter
Murphy upon and after the death of the said Dennis Murphy then in
trust as to the said last mentioned moiety to offer the use and letting
of the said Dennis Kane has his insertion in the place of those
erased and Black lines also drawn over part of the words of the
second fourth and seventh lines of the fifth page all of which
was done prior to the execution of this deed — P. H. Manning
R. F. Linkin Chas R. Carroll Stuart. Derry

917

Personally appeared before me John S. Bassett and made
w^tth that he saw Elizabeth Ellington Dennis Rose and
Peter Murphy severally sign & seal and as their respective
test and doct declare this instrument of writing for the use
and purpose herein mentioned and that he with Harriet Peery
witnessed the execution thereof sworn to before me this 29th
day of October August 1827 M. Simon Not. Pub —

Received Octr 17. 1827

The State of South Carolina

This Indenture made the thirty first day
of October in the year of Our Lord One thousand eight
hundred and Twenty Seven Between Mr. Hale Loring
tenant of the city of in the State of said Willow of the
one part Francis Philip Middleton of the same City of
another part and Samuel Birley of the same City of the
third part, Whereas a marriage is with Gods permission
to be shortly had and solemnised between the said
Philip Cunningham and Francis Philip Middleton, and the
said Hale is entitled in her own right to the furniture
and goods and chattels in the house No 21 Elliott
street particularly specified in the Schedule thereto
hereunto annexed and forming a part of her presents
and is also entitled in her own right to the stock
of Groceries and merchandise now in the shop in the
House No 21 Elliott street and particularly specified
in the Schedule thereto hereunto annexed and forming
a part of her presents and it is the wish and
intention of the said parties that the said property
contained in the said schedule which has been fairly
valued at the sum of Eight hundred and fifty
Eight Dollars Thirtys even and a half cents should
be settled and secured upon the terms and trust herein
after set forth and declared, Now this Indenture
witnesseth that the said Hale Cunningham in
consideration of five dollars to be in hand paid
before the sealing and delivery of these presents by

He said Sam'l Wiley to receipt Whereof She doth hereby acknowledge
ledge and also in consideration of the love and affection which
She bears to her Son George Cunningham and John Cunningham
hath granted bargained and sold and by these presents
doth grant bargain sell and deliver unto him the said
Samuel Wiley All and Singular the Furniture and
goods and chattels and the Stock of Groceries and Merchandise
now contained and set forth in the of record Schedule
to have and to hold the same unto the said Samuel Wiley
and his Executors and Administrators on the special trust
and confidence following that is to say, In trust to
permit and suffer the said Phoebe to continue to use the
Furniture and goods and chattels specified in the said
Schedule therof and to manage the self which she now
concerns containing groceries and Merchandise specified
in the said Schedule and to sell and buy and exchange
the same and purchase other Articles in their place of equal
value so as to keep up the Apartment and with the mean-
to support herself the said Phoebe and her said two Sons
George and John the said goods and Merchandise in the said
Schedule and the Articles to be substituted for them or any
of them not to be liable for the debts already contracted
or to be contracted hereafter by the said James P Middleton and
at the death of the said Phoebe then in trust to and for the
use and benefit of the said George and John Cunningham
and their Executors Administrators and Heirs forever freed
and discharged from all further and other trusts, and
the said James P Middleton doth hereby fully and
freely consent to and incur in the debt of Settlement
and every Article matter and thing herein contained and
and binds himself to do every act and deed which
may be necessary on his part for the complete
fulfilment hereof and for the duly authorizing
the said Phoebe Cunningham and the said Sam'l
Wiley of record onto to carry the same to into full effect
In witness whereof the said parties have hereon
to interchangably set their hands and seals on the
day

41

day and in the year first above written, made being the
 Sealed and Delivered in presence of Francis D Middleton Esq
 the presence of John Hunter Am'l Wiley Esq,
 J Warren Esq

10 lbs Brandy	2 \$14.00	12 lbs 7 letter Pds	13.00
15 " Rum	2 87 ¹ / ₂ "	13 lbs 1 Mattope	15.00
50 " Whiskey	2 30 ¹ / ₂ "	15 lbs 2 Mahogany Bedstead	10.00
15 " Dry Goods	2 25 ¹ / ₂ "	675 1 Bed, " with curtains	23.00
50 " Linen	2 45 ¹ / ₂ "	22.50 2 Letter Beds	30.00
10 " candle	2 37 ¹ / ₂ "	4.50 1 Mattope	10.00
1 lot crockery com		4.50 2 Bowers	10.00
15 Decanters with liquor		19.00 2 Bed quilt.	20.00
840 fine cutlery utensils		150.00 12 Pcs of Plates	24.00
1 lot cutl.		8.00 8 Bed quilt	24.00
1 lot Maces		5.00 1 Side Board	15.00
8 Iron Blow contexts		750 12 east bottom chairs	15.00
1 lot water for Measure		14.50 8 1 ¹ / ₂ large looking flaps	16.00
4 Keys		6.00 1 set of China	12.00
1 lot cork		12.00 1 coffee day, wine tongs, &c	12.00
1 barrel		40.00 15 Pictures	15.00
1 lot com. like		12.00 2 caskets	15.00
1 lot fixtures		40.00 " contexts on the side Board	10.00
1 lot Tea		6.00 12m. silver Tea spoon along	12.00
1 Key Butter		6.00 1 silver Watch	15.00
John Cunningham Esq	£40.53	3 Pine Bedstead	14.00
Francis D Middleton Esq		4 Cots	16.00
Am'l Wiley Esq		2 side flaps	11.50
Sealed and delivered		1 Green Chair	10.00
in the presence of us, in		8 Pictures	10.00
execution relating to both		1 lot Table & seat	01.50
of the schedules referred to		2 Bed side caskets	2.00
& performing part of the		1 Mahogany wash Stand	3.00
unexecuted deed		1 " dining table	8.00
John Hunter		2 " Tea "	1.00
J Warren Esq		1 " card Table	8.00

New schedule to the above of James Clark's Bank Settlement 20/6.

1 Molesey Stand	400 2 Or plated candle stick.	3 00
5 Sea traps	400 2 .. . Muffler a trap	2 00
19 off Flag Sheets	500 1 Hatch Bay	4 00
		<u>\$253.00</u>

See Warrant copy one of the above Subscribing witness
being duly sworn deposes that he was present & saw Mr.
John Barnighouse Francis O'Middleton & the Seal Wiley
execute this Indenture and the subscriber attached and signed
his name as a witness thereto with John Hunter &
Sworn to before me this 31 Oct 1824 J. H. Buff

W. Lavel N.Da 240 Recd Oct 31, 1824

This Indenture made the thirtieth
day of October in the year from our Lord One thousand eight hundred
and twenty four between Robert J. Wiley of the first part Plaintiff
the estate of the second party and John Hunter of the third part
Defendant. Whereas it comagre is intended to be wholly had &
remained between the said Robert Wiley and Hammitt Nichols
and it hath been agreed between them that all the property of the
said Plaintiff to consist of one half of his estate shall be
conveyed and delivered by and upon the due time limitation
prior and condition hereafter specified And Whereas the
said Plaintiff doth make an addition to the property which
is his other particular inheritance is also entitled to one undivided
third part of the Estate of the late Mother Margaret O'
Conor deceased widow of Joseph C. Chaffett deceased formerly
of Boston for the sum of one hundred dollars to be paid to one undivided part
of the Estate of the late Mother Margaret O'Conor deceased
prior to the day of payment and also to undivided thirty
one half of the Estate of the late Mother Sophia C. Chaffett formerly
of the said City of Worcester the two just named Estates consisting
of personal effects and the rest of lands as well as personal
property to the said Plaintiff witness that he said Maria
McAuley in consequence of the said agreement and with the
consent and assentation of the said Robert J. Wiley have testified
of his being signing and sealing these presents and in considera-
tion of the sum of one hundred dollars and of the sum of One Dollar
to

111

to her in hand paid by the said John F Schutt at and before the sealing
and delivery of these presents the receipt whereof is hereby acknowledged
both granted bargained sold released transferred and assigned unto
by these presents doth grant bargain sell release transfer and
assign unto the said John F Schutt all that house and Lot
of Land situate in Church Street continued in the said city
known now or formerly by the number Seven (7) measuring and
containing in front on said street fifty nine feet six inches and
in depth from East to West one hundred and nineteen feet
Building and bounding northwardly on lands formerly the property
of Henry Nichols and Isaac Nichols and now or lately of James Cox
to the South or land now or lately belonging to the estate of brother
William Newton to the east on Church Street continued aforesaid
and to the West on lands formerly belonging to Charles Midkney
deceased Also one undivided third part of all that Lot of Land
and residence situate on the east side of meeting Street in the said
city measuring in front on the West line which bounds on Meeting
Street about one hundred and thirty eight feet on the South line
about fifty five feet on the east line about one hundred and
sixty feet and on the north line which bounds on Post Street about
sixty six feet Also all that pew in the German Lutheran Church
known by the number (20) also all that household furniture
silver and plated ware and so forth described in a Schedule hereto
be annexed also the sum of Eight thousand six hundred —
dollars in cash Also the said undivided fourth part of the Estate
of the late Brother Lewis H. Schutt and the said undivided
minority or half of the Estate of the late brother Godfrey C Schutt to
which the said Harriett M Schutt is entitled by the wills of the
said parties or otherwise, To gether with all and singular the
rights, Members, hereditaments and appurtenances to the said premises
belonging or in any wise incident or appertaining, To Have and
to Hold all and singular the said premises unto the said John F Schutt
his heirs executors administrators and assigns forever according to the nature
of the property in trust nevertheless to and for the following uses and
purposes that is to say in trust as it respects the said sum of Eight
thousand six hundred dollars and all other sums of money which
may be received by the said John F Schutt his executors and adminis-
trators

Administrator in part and all other a in full payment of the claim
 and interest of the said Henriette McSchatt in and to the respective Estates
 after said second Mother and Brothers that is to say John Schatt
 his Executors and Administrators shall by and with the advice and
 consent of the said Ross Obkirkone during the joint lives of the said Robert
 Obkirkone and Henriette McSchatt or with the advice and
 consent of the survivors of them to said Ross Obkirkone and Henriette
 McSchatt such advice and consent to be expressed in Writing offer
 private moist and before of the said own a sum of money in the purchase
 property real or personal or both which property as to be purchased shall
 be conveyed to and held by the said John Schatt his heirs Executors
 and Administrators, In trust that the said John Schatt his
 executors and administrators during the joint lives of the said Robert
 Obkirkone and Henriette McSchatt his intended wife will authority
 permit and suffer the said Ross Obkirkone to receive take and
 enjoy the rents issues and profits of all and singular the said property
 for the purpose of maintaining the said Henriette McSchatt and her
 Children but not to be subject a little to the debts contracts and
 engagements of the said Ross Obkirkone And from and after the
 death of either of them the said Ross Obkirkone and Henriette Mc-
 Schatt leaving any child a child a grand child a grandchild
 living at his or her death then or here that the said John Schatt
 his Executors and Administrators shall and will permit and
 suffer the survivor of them to said Ross Obkirkone and Henriette
 McSchatt during during the term of his or her natural life to receive
 take and enjoy the rents issues and profits of the one and every part
 thereof for the purpose of maintaining and educating such child a
 Childern grand child or grand childern in such manner as such
 survivor shall in his or her discretion see fit without being account-
 ed to them or any one of for the same but not to be liable to the debts
 contracts or engagements of such survivor and shall to said Henriette
 McSchatt during the said Ross Obkirkone not to be liable to the
 control debts contracts or engagements of any future husband
 should she again marry And from and after the death of such
 survivor then to and for each person a person their his or her heirs
 executors administrators and assigns in such parts shares and
 proportions as such survivor shall by will deed in writing
day

def executed in the presence of two or more creditable Witnesses nominated
 and appointed to take the same and in default of such nomination
 and appointment then to and for the use and benefit of such child
 or children grand child or grand children so may be then living
 then his or her heirs executors administrators and assigns there and
 there alike as tenant in common if more than one such grand children
 standing in their Parents stead and taking between them only their
 parents Share But in case either of them the said Robert J. Blackstone
 and Harriett M. Schutt should die leaving no child or children
 grand child or grand children living at his or her death and
 they should all die in the life time of the survivor of them the said
 Robert J. Blackstone and Harriett M. Schutt unmarried and
 without issue then to and for the use and benefit of such survivor
 his or her heirs executors administrators and assigns Provided
 always nevertheless that in case it shall appear before
 to the said Robert J. Blackstone and M. Schutt during the joint lives
 of the said Robert J. Blackstone and Harriett M. Schutt to be most
 for the advantage of the said Harriett M. Schutt and her children
 and grand children that the whole or any part of the said property
 should be sold a disposal of and the proceeds thereof used
 in other property real or personal or both or in case the deceased
 should appear to the survivor of them the said Robert J.
 Blackstone and Harriett M. Schutt and to the said John S.
 Schutt as to such children and grand children then and
 such case it shall be lawful for the said Robert J. Blackstone and
 John S. Schutt during the joint lives of the said Robert J. Blackstone
 and Harriett M. Schutt or for such survivor and the said
 John S. Schutt by their deed or deeds properly executed in
 the presence of two or more less creditable Witnesses to revoke
 and make void all and every to use and use herein after limited
 of a concerning the aforesaid property or any part thereof and
 to limit and declare any new use or uses of a concerning
 the same to be as upon and at the time of making such revocation
 and limiting any new use or uses of a concerning the aforesaid
 property or as soon thereafter as can conveniently be done the money or
 proceeds arising from the sale or disposal thereof to vest by
 the said parties in the hands of any other property real or

Personal

1804

present a book and the same were and sufficiently surveyed
and transferred unto the said John S. Schult his heirs executors
administrators and assigns in trust never to fail to and for the
use and purpose as hereinafter expressed to and concerning
all and singular the property real and personal granted to
and Rott J. Schulte during the joint lives of the said Rott
J. Schulte and Harriet McChatt or the survivor of them
to said Rott J. Schulte and Harriet McChatt by the said Rott J. Schulte and Harriet McChatt signing the
deed or deeds conveying and transferring the same and thereby
signifying his or her consent thereto provided also necessarily
that the same power subject to the same condition is hereby given
to the same parties from time to time as often as they may
think it advantageous to record the same or any of the whole
or any part of any property required by the sale or disposal
of the前述 property or any part thereof either immediately
or remote and to appoint any new or new trustee

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

Robert J. Schulte *(Signature)* Harriet McChatt *(Signature)* John S. Schulte *(Signature)*
Sealed and Delivered in the presence of J. Schulte J. Schulte
Wm O' Hanley made oath that he was present
and saw Rott J. Schulte Harriet McChatt and John S.
Schulte sign and seal this instrument of writing for the use
and purpose herein mentioned and that he together with J. Schulte
a J. Schulte Wm O' Hanley the above
Signed to before
me this 1st Nov 1827 John Ward N.Y.

C. John S. Schulte one of the parties to the foregoing deed do hereby
acknowledge to have received the sum of eight thousand six
hundred dollars in said deed mentioned to pay and upon the
use trust intents and purposes in said deed declared, witness my
hand this thirteenth day of October one thousand eight hundred
and twenty seven John S. Schulte. Witness W. O' Hanley
Wm O' Hanley made oath that he was present and saw John S. Schulte
sign and seal the above Receipt for the use and purpose therein
mentioned and that he witness the same
Signed to before me this 1st Nov 1827 John Ward N.Y.

Schedule of Furniture Plate and Plateau Ware and soft Goods referred
to in the foregoing deed nivis household furniture consisting of
chairs tables Wardrobes and soft Goods valued at Seven hundred and
fifty nine dollars (\$759.00) Silver and Plateau was consisting
of Spoons cutlery and so forth valued at Two hundred and
fifty dollars (250.00) Charleston S.C. the 27th of Oct 1829
Witness J. A. Blackstone & Johnstone W. Colquitt
Recorded November 1st 1829.

The State of South Carolina, This Indenture witness is made &
executed this 27th day of October in the year of our Lord one
 thousand eight hundred and twenty nine and no more than forty
 and three years past the United States of America, between
 between George Washington & the city of Charleston County
 State of the first party Mary Rachel Gaillard daughter
 of the deceased Bartholomew Gaillard and to the other party
 said George Washington Esq^r of the City of Charleston
 Marriage concluded to be had and consummated between
 said George Washington and the said Mary on the 27th day of October
 and the said Mary Gaillard is possessed in full right
 of the real and personal property herein before mentioned, and in
 consideration of the aforesaid marriage concluded between the
 said George Washington and the said Mary on the 27th day of October
 intended to give and to be given to her and to secure the
 said George Washington personal estate and further to
 trust her especially and wholly to manage and to
 and possess her property fully as if it were her own
 I do further witness with that by and with the advice and
 consent of the said George Washington and his friends in consideration
 of the said intended marriage conclude of the same to
 be in hand paid to the said B. Gaillard at and before the
 delivery and delivery of the present the said George Washington
 here acknowledged to be the said Mary R. Gaillard hath given
 granted bargained sold conveyed released assigned set
 over and confirmed unto her by the present grant bargained
 sold convey released given Det over and confirm unto the said
 Bartholomew Gaillard all her undivided one third part

#67181

a share of and in that said piece parcel a Lot of Land situate lying and
being on the north side of Boundary street in Cannonsborough near
Charleston aforesaid measuring and containing in width from
East to West One hundred and fifty five feet more or less and in
depth from North to South three hundred feet buttinng and bound-
ing thereto on Boundary Street aforesaid both on East on lands
now or lately of B. J. Hart deceased late in Street in common
brought of said and West on lands of also all the undivided
deed One third of and in the Bond dated on the Eleventh day of
February in the year of our Lord One thousand eight hundred
and twenty seven executed by Benjamin Franklin of Charleston Esq.
to William Daughtry of the same place Esq and by him assigned
to the said Bartholomew Ballard in trust for his three daughters
in the sum of Twelve thousand Dollars conditioned for the
payment of Six thousand Dollars and secured by a mortgage
of a plantation on Black River called the camp Also all the
undivided one third part a share of and in the thirty two
Negro slaves following to wit, Ben, Sally, Jack, Maria, Cecilla,
Ben, Will, Marian, Boddy, Betty, Bob, Bomby, Stephen, Marsh,
Lavin, Nancy, Hannah, George, John, May, Peter, Patty,
Lacy, Clarinda, Lucetta, Nancy, Jonah, Ducky, Abram, Dick,
Penelope, Bomby, Also all and singular the her thirty shares
in the stock of the Bank of the United States in two certificates one
for Ten Shares Number 1654, dated on the Sixteenth day of February
Eighteen hundred and Sixty six and the other for twenty shares (1659)
dated on the twentieth day of February Eighteen hundred and twenty
six, Also all and singular the ten shares in the Union Bank of
Charleston aforesaid contained in certificate number 3677 purchased
with one third of the first instalment of the above Bond lately paid
as aforesaid Together with all and singular the rights, Moneys
privileges, tenements, hereditaments and appurtenances to the said
premises real and personal and every part and parcel thereof belonging
or in any wise incident or appertaining and also with all funds
arising from or issuing out of the said premice real and personal
To have and to hold all and singular the said premises real
and personal and every part and parcel thereof with the
funds issuing out of the same, the future issue of the female slaves
and all other their appurtenance unto the said Bartholomew Ballard
his heirs and assigns.

247

Trustee as of record his heirs executors administrators and assigns according to the nature of the Estate respectively from I do here nevertheless and to and for the several uses intents and purposes hereinafter expressed and declared of and concerning the same, And they the said Mary B Gaillard and George H. Graham
have for themselves their heirs executors and administrators have for the considerations of record aforesaid promised granted and agreed and do by these present covenants promise grant and agree to and with the said B Gaillard Trustee as of record his heirs executors administrators and assigns in manner and form following that is to say that they the said Mary B Gaillard and George H. Graham their heirs executors and administrators and every of them and all and every person and persons whom sooner having and lawfully claiming a to claim my estate right title interest property claim or demand of in or to the said premises real and personal or any part or parcel thereof shall and will from time to time and at all times hereafter at the reasonable request and at the proper cost and charge of the said B Gaillard Trustee as of record his heirs executors administrators and assigns make do and execute and deliver a cause a procure to be made done sealed executed and delivered all and every such further and other reasonable act and acts thing and things devices conveyances and assurances in the Law whatsoever for the further better and more perfect and absolute granting bargaining selling affigning releasing confirming conveying and afferring all and singular the said premises real and personal and every part and parcel thereof unto the said B Gaillard Trustee as of record his heirs executors administrators and assigns as by or either of them and or either of their Counsel learned in the Law shall be reasonably advised desired or required, In trust notwithstanding and to and for the several uses intents and purposes hereinafter expressed and declared of and concerning the same, And further that the said Mary B Gaillard and George H. Graham and each of them their or either of their heirs executors and administrators shall and will from time to time and at all times

all times hereafter when and as often as the same shall accrue, to whom
will convey aforesaid transfer and set over unto the said B Gaillard
Trustee as aforesaid all and singular the first proportion and
Share which may happen to fall to her said Mary R
Gaillard and all her right and title of and on the plantation
a tract of Land situated lying and being in the Parish of
Saint John Buckley in the said State on the East side of the
Western Branch of Cooper River containing One thousand two
hundred and Ninety eight acres more or less known by the
name of Columbia and now in the occupation of the said B Gaillard
under a conveyance from Theodore Gaillard for dated the
first day of August eighteen hundred and six and also
all and singular the property real and personal which
may at any time or times hereafter happen fall or come to
the said Mary R Gaillard in her own right or to the
said Bartholomew Gaillard a Judge St Ingraham in her
rights by inheritance purchase or in any other way whatever
ever I do trust nevertheless and to and for the several uses
intents and purposes hereinafter expressed and declared of and
concerning the same that is to say, I do trust to and for the sole
use benefit and behoof of her said Mary R Gaillard
till the consummation of the said intended Marriage,
and from and after the consummation of the said intended Marriage
then in trust to and for the sole use benefit and behoof of the said Mary
R Gaillard for and during the joint lives of the said Judge St
Ingraham and Mary R Gaillard but without being in any
manner liable to the debts contracts or engagements of the said
Judge St Ingraham, and for and after the determination of that
estate then to the use of the said B Gaillard Trustee
as aforesaid his heirs executors administrators and assigns accor
ding to the nature of the Estate during the joint lives of the said
George St Ingraham and Mary R Gaillard upon trusts to support
and preserve the contingent uses and estates herein after mentioned
from being defeated or destroyed and for that purpose to make
entails and bring actions as occasion may require but nevertheless
left to suffer and permit the said Mary R Gaillard to have
take receive and enjoy the rents issues service income and
profits thereof and of every part thereof to and for her own

44.

and separate use and benefit during the joint lives of the
said George H. Ingraham and Mary R. Gaillard or otherwise
without being in manner subject to the debts contracts or
engagements of the said George H. Ingraham And should
the said Mary R. Gaillard survive the said George H.
Ingraham and have issue from living then from and
immediately after the death of the said George H. Ingraham
or trust to and for the sole use benefit and behalf of the
said Mary R. Gaillard for and during her natural
life without impeachment of Waste, and from and
immediately after the death of the said Mary R. Gaillard
or as of record surviving the said George H. Ingraham
and having issue from living then on trust to and for the sole use
benefit and behalf of the issue of the said Mary R. Gaillard
if one then to that or his or her heirs executors administrators
and assigns according to the nature of the estate And if more
than one then to be equally divided between them share
and share alike to them or their heirs executors administrators
and assigns forsoe according to the nature of the estate paid
and discharged from all further trusts provided always that
in case any or either of the children of the said Mary R. Gaillard
shall have married and died leaving lawful legitimate
issue living at the death of the said Mary R. Gaillard
surviving or of record the said George H. Ingraham then
such issue shall represent his or her parents
and have take and receive the same share and place in the said
premises real and personal as to parent or parents would
if alive have had taken off and received. And should
the said George H. Ingraham survive the said Mary R.
Gaillard and have issue of the said Mary R. Gaillard
living at his death then on trust to and for the sole benefit
and behalf of the said George H. Ingraham and his issue
by the said Mary R. Gaillard without being in any manner
subject to the debts contracts or engagements of the said George
H. Ingraham until the said issue of more than one reaching
such the full age of twenty one years and then to be equally
divided among the said issue to their heirs executors
administrators /

and aforesame share and share alike according to the nature of the Estate
such of the said issue taking and receiving his or her share in
proportion as he or she reaches the full age of Twenty one years -
paid and discharged from all further and other trusts. And
should the said George H. Ingraham survive the said Mary R.
Guillard having only one child who shall live to reach the full
age of twenty one years by her the said Mary R. Guillard then in trust
that is to say he said premises real and personal to and for such -
Child of the said Mary R. Guillard on attaining the full age
of twenty one years to him or her his or her heirs executors admis-
sionators or assigns according to the nature of the Estate paid
and discharged from all further and other trusts. And provide
also that in case any or either of the Children of the said George
H. Ingraham by the said Mary R. Guillard shall have married
and died leaving lawfully begotten issue living at the time
that the parent or parents would if alive have reached the
full age of twenty one years the said George H. Ingraham
still living and surviving the said Mary R. Guillard then
such issue shall represent his her or their parent or parents
and have take and receive the same share or shares in the said
premises real and personal as the parent or parents if alive
and reaching the full age of twenty one years, would have
taken and received paid and discharged from all further
and other trusts. And further that if on the death of either
the said George H. Ingraham or the said Mary R. Guillard
and whichever shall first happen no lawfully begotten child
or children of the said Mary R. Guillard or lawfully begotten
issue of such child or children shall be then living or if such
child or children or the lawfully begotten issue of such child
or children shall be then living, or if such child or children
will lawfully but afterward and during the life of the survivor
of them the said George H. Ingraham and Mary R. Guillard
such Child or Children and the lawfully begotten issue of
such Child or Children should die leaving no lawfully
begotten issue or lineal descendant living at the time
of his her or their death to survive the survivor of them the
said George H. Ingraham and Mary R. Guillard
then

411

the the said premises real and personal and every part and parcel thereof in & have for the sole use benefit and behoof of the said Survivor of them the said George H. Ingraham and Mary A. Gaillard his or her heirs executors administrators or assigns according to the nature of the Estate need and discharge from all further and other trusts And further in trust that from time to time and at all times hereafter it shall and may be lawful to and for the said Bartholomew Gaillard Trustee as of record his successor heirs executors and administrators and assigns by and with the advice and consent of the said George H. Ingraham and Mary A. Gaillard and on the Survivor of them their heirs executors and assigns the said premises real and personal and any and every part thereof to sell and dispose of at public and private sale and the proceeds thereof to reinvest and such reinvestment again to sell and dispose of and the same again to invest when and as often as may be thought most beneficial and advantageous subject always nevertheless to and for the same uses intents and purposes herein before expressed and declared of and concerning the same, And lastly in trust that it shall and may be lawful to and for the said George H. Ingraham and Mary A. Gaillard or the Survivor of them by and with the advice and consent of the said A. Gaillard his heirs executors or administrators in and by their his or her deed executed in the presence of two Witnesses when and as often as may be thought proper to constitute nominate and appoint another Trustee or Trustees in the place and stead of the said Bartholomew Gaillard his heirs executors or administrators or of his or their successors or successors And the successor or successors a Trustee or Trustees as of record constituted nominated and appointed shall and will possess and enjoy all and singular the rights powers privileges and authorities and be subject to all the like responsibilities and liabilities of the said Bartholomew Gaillard as Trustee as of record And the former Trustee or Trustees in whose place and stead such new trustee or trustees may be appointed shall be forthwith forever discharged exonerated

exonerated and discharged, In witness whereof the
said parties have hereunto interchangably set their respec-
tive hands and seal the day and year in that behalf —
~~forwards~~ ~~interchangably~~ ~~set their~~ ~~seal~~ ~~first above men-~~
tioned ~~forwards~~ ~~interchangably~~ ~~set their~~ ~~seal~~ ~~first above men-~~
tioned ~~forwards~~ ~~interchangably~~ ~~set their~~ ~~seal~~ ~~first above men-~~

Geo. St. Ingraham Esq^r Mary A. Faillard Esq^r

Signed Sealed and delivered 3 D. Faillard Esq^r

in the presence of Robt D. Pinckney Henry B. Marryott

Robt D. Pinckney made oath that he was pre-
sent and saw Geo. St. Ingraham Mary A. Faillard
and D. Faillard sign seal and as their next and
dead deliver the written instrument of writing for
the uses and purpose therein mentioned, and that he
together with Henry B. Marryott witnesseth the same
shown to before me this 22nd Nov 1827 John Ward M.D.

Recorded Nov 22 1827

State of South Carolina

This Indenture made

— artied made the Twenty sixth day of November in the Year of our Lord
One Thousand eight Hundred & Twenty one, between Martha Caro-
line Evans Morgan of the City of Charleston State aforesaid of the first
Part, George Frederick Parworth and William Bird of the same place
of the second part, Christian Adam Mood of same Place of third part,
Whereas the said Martha Caroline Evans is seized & possessed of a mill
and sufficently entitled unto certain Real & Personal Estate, chose in
action hereinafter particularly described land to set forth And Where-
as a Marriage is agreed upon intended to be shortly had solemnized by
between the said Martha Caroline Evans and the said Christian Adam
Mood & upon the treaty for the said intended marriage it was agreed
that the said Real & Personal Estate, chose in action, should be conveyed
& transferred & assured unto the said George Frederick Parworth and
William Bird, their Executors Administrators & Assigns & Heirs
upon the uses trusts and limitations hereafter particularly set forth &
declared of concerning the same Now this Indenture witnesseth
that in Consideration of the said intended Marriage, & in pursuance
& performance of the said hereinbefore mentioned agreement, and in
Consideration of the sum of Two Dollars to see the said

over

Martha Caroline Evans Morgan, in hand paid by the said
 George Frederick Pasworth and William Bird at and
 before the sealing & delivery of these presents, the receipt where
 of is hereby acknowledged and divers other good cause
 and valuable Considerations the said Martha Caroline
 Evans Morgan her unto moving and she the said
 Martha Caroline Evans Morgan with the Consent &
 approbation of the said Christian Adam Wood
 testified by his being a party to, keeping & sealing these
 Presents that hath bargained, granted, sold, released -
 transferred & set over to by these presents. Both grant
 bargain, sell, release, transfer & set over, unto the said
 George Frederick Pasworth & William Bird their Heirs
 Executors, Administrators, & Assigns, all her right title
 property, Claims & demands of in or to Fourteen negro
 Slaves, viz. Tom, Peter, Morris, Nat, Mary, Dolly Maria
 Laura, Lucy Sido, Violet Judy, John, & Abigail, being a
 Part of Twenty five Negro Slaves, belonging to the Estate
 of William Morgan the deceased Husband of the said
 Martha Caroline Evans Morgan, which Edward
 Thwing, and the said Martha Caroline Evans, her
 Administrators on Behalf of her right & title Claim &
 demand of in & to the Estate of her late Father Peter
 G. Fendin, now pending in the Court of Equity. Also
 all & singular and every Part of the said Martha Caroline
 Evans Individual Property now in her Possession by
 her servant ~~Fellow~~ Tom and all & every part of her House,
 Hold, & Kitchen furniture and all the Estate right title
 Interest use, trust, Claim & demand whatsoever both in
 Law & in Equity, of her the said Martha Caroline Evans
 Morgan to be in or out of the said premises, and every
 and any part thereof. To have & to hold the said
 proportion of Fourteen negroes, from the Estate of Wm.
 -iam Morgan v. Tom, Peter, Morris, Nat, Mary, Mrs
 Dolly, Laura, Lucy Sido, Violet, Judy, John & Abigail
 And her said right title Interest claim & demand in or
 to the Estate of her Father Peter G. Fendin, also all and sing-
 ular part of her Individual Property

I am hereunto sette my hand & part of my body like a Stethum
Furniture, unto the said Estate of George, Raworth and William
Bird, & the executors & takers of them. This 2d day of October. Administrators
& Cognac forward. In trust nowthip and under subject to the
several Powers, priors, limitations, declarations & agreements,
hereinafter declared & expressed concerning the same, that is
to say, In trust, so far as the sole, separate & absolute use of the said
Martha Caroline Evans Morgan, notwithstanding, her intended
coveture, free from the Debt, Controul, or, intermeddling of the
said Christian Adam Mood her intended Husband for &
during the term of her life, and immediately after her Death, then
in trust to such Person or persons to do & upon such uses, trust,
& limitations as the said Martha Caroline Evans Morgan, notwithstanding
her intended coveture, by any last Will & Testament, or any written
or purporting to be her last Will & Testament, duly executed in
her presence by three or more credible witness, may direct, limit
& appoint the same. But should the said Martha Caroline
Evans Morgan, at any time during her life, be desirous of selling
parting or exchanging all or any Part of the above described Real
& personal Estate & other Propriety, then in trust, that the said
George Frederick Raworth & William Bird & the survivor of them
his Heirs, Executors & Administrators, & takers, upon being required
hence, by the said Martha Caroline Evans Morgan, in writing,
may sell & dispose of all or any Part of the above described Real
& Personal Estate, of the property above set forth, upon such terms
& conditions, upon such uses, trust, limitations as the said
Martha Caroline Evans Morgan shall and may require, subject
however to the free tenire approbation of the said George Frederick
Raworth, & William Bird and the survivor of them his Heirs
Executors, & Administrators. & the said Christian Adam Mood
for himself, his Executor, Heir, & Administrator, doth covenant
Promise & Agree to & with the said George Frederick Raworth
& William Bird their Executors, Administrators & assigns by
these presents, that he the said Christian Adam Mood, &
all bevery the person and persons lawfully claiming or to
claim by, from or under him shall & will from time to time
and at all times, after the solemnization of the said intended
Marriage upon the request and desire, of the said

George Frederick Raworth & William Bird or either of them or the executors & Administrators & assigns of them or them, make, do, & execute, or cause to be made done & execute, all and every such further & other lawful & reasonable Act & fact, Deed & Deed, thing & things done, Assignments & Assurances in the Law whatsoever for the further and better Confirming & corroborating their present & every Clause Matter & thing herein contained and for the better enabling the Trustees aforesaid and their several & respective Executors Administrators And Asses- signs & to execute & perform the said Trust accordingly to the true intent & meaning of these presents, as by the said George Frederick Raworth and William Bird or either of them. Of the Executors Administrators, or assigns of them or either of them or any of their Counsel shall be reasonably directed, advised & required. I am —
 Witness whereof the parties to these presents have hereunto set their hands & seals at Charleston in Year and on the day first aforesaid, — Martha Caroline Evans, Morgan Seal
 Christian Adam Blood Seal George Frederick Raworth Seal
 William T. Bird Seal. — Signed sealed &
 delivered in the presence of us, Wm M Purse, Mary
 Ann Purse, John W. Trotter.

Wm M. Purse made oath that he saw, Martha Caroline Evans, Morgan, Christian Adam Blood, George Frederick Raworth & William T. Bird sign seal & deliver this instrument of writing for the use & purpose, therein mentioned, & that he witnessed the same, to gether with Mary Ann Purse & John W. Trotter. — I sworn to before me the 27th November 1827. — Recorded 16th December 1827.

State of South Carolina.

Articles of agreement of these parts indicated made, concluded & agreed upon between B. R. Smith of the first part, Mary Pauline Haskell of second part & James H. Smith & William S. Haskell of the third part as followeth: — Whereas the said

Mary Pauline Haskell, daughter of the late Elzathan Haskell
is seized to her his heirs wife couple of and in an undivided Child portion
in certain Lands, Messuage, & Tenement, situated principally in
St Mathew Parish in the said State and County principally
of and in a certain Plantation or tract of Land called Pante
Containing between three & four Thousand Acres more or less
Composed of two tracts of Land the one having been bought
by her late Father Elzathan Haskell of and from Joseph
Hawkins of Charles Town in the State aforesaid and situated
at upon side of Salter river & near the junction of the river
of Congaree River, a part or parcel of which said Tract lies in
the District of Sumpter. the other Portion, Part or Parcel of
said Tract, lying or being in said Parish of St Mathew of about
of One hundred & the other Tract of Land Comprising other portion
of the said Plantation Called Pante, being Called Mydleton
Hall, & also lying & being on said River, adjoining the said tract
of Land described, next above the same and bounded by the
North on by the Plantation Called Greenville, belonging to the
Estate of the John Paul Thompson of more in the occupied now and
Possession of the Widow of the late Louis Stand Raoul. And
Whereas a Marriage is shortly intended to be had solemnized
between the said Benjamin R Smith and the said Mary
Pauline Haskell his intended wife, with whom the said
Benjamin is to have received the sum of Two Dollars -
in money over and above the said undivided Child portion
in the Land, above mentioned & has for her marriage portion
it is therefore Covenanted & agreed by and between the said parties
to these presents, in manner & form following (that is to say)
First - the said Benjamin R Smith & Mary Pauline Haskell
for himself his Heirs, Executors & Administrators doth Covenant
to agree to & with the said James R Smith & William E.
Haskell their Heirs & Assigns that they the said Benjamin
R Smith and Mary Pauline Haskell his intended
wife, in case the said intended marriage shall be had &
solemnized, & so soon as by the desired portion of the
said Estate of the said Elzathan Haskell among the
Heirs thereof, they the said Benjamin R Smith & Mary
Pauline Haskell his intended wife shall have become -

over

possessed of her at present undivided portion or share, and
 then of by some good & sufficient Conveyance or conveyance
 in Law shall settle and assign all her right, title and Inter-
 est in and to all and every part or parcel of the Land, tenement
 & hereditaments which were of the late Elizathan Haskell
 deceased as above recited or any other part or portion of the
 said Estate which was of the said Elizathan Haskell ~~not above~~
 recited, out to the said James & Wm & William & Haskell
 in trust & for the joint benefit, & behoof & use of the said
 Benjamin W. Smith & the said Mary Pauline ~~Smith~~ Haskell
 his intended wife & their assigns during the joint terms of
 their natural lives, subject to such devise & disposal after
 the decease of either or both of them as they jointly by their
 joint last Will & Testament duly executed according to law
 shall appoint will & declare, And should it so happen
 that either the said Benj. W. Smith or Mary Pauline ~~Smith~~
 Haskell his intended wife shall have departed this life -
 leaving the said joint Will & Testament not Executed
 then all the right, title, interest & possession of the said
 Mary Pauline as above recited, in the above mentioned
 estate of her said father deceased then all the said right
 title interest or possession to remain in trust to the sole
 use benefit & behoof of the survivor of them, the said Benj.
 W. Smith & Mary Pauline, for & during the time of the natural life of
 the said survivor - and after the decease of said survivor then to
 the use benefit & behoof of the heirs of the body of the said Mary
 Pauline by the said Benjamin W. Smith lawfully to be begotten
 and in default of such issue, then to the said survivor & him or
 to his & his Heirs & Assigns forever - But in case such
 issue shall exist, it is expressly intended and understood that
 all the right, titles, interests or property, conveyed or intended
 to be conveyed according to these presents shall
 and the use thereof shall only so rest in said survivor
 and in such as it may not be in the power of the said
 survivor to defeat such issue of them the said Benjamin
 & Mary Pauline & to no other intent or purpose
 whatsoever

day past
conveyed
to and inter-
ly, remaining
at the Haskell
home of the
late not ab-
Haskell
of the said
month Haskell
terms of
said after
by by their
widow to the
Lappan
also to
his wife -
Specified
the said
reversion
and right
of the sole
said Benj:
l life of
them to
said Mary
by it to
to him or
use such
introduction
- intended
- shall
survivors
of the said
Benj: and
repose

That my said also the said Mary Pauline Haskell
deceased, and entitled to the undivided Childs Portions in
And to all singular the goods Chattels, Slave Cattle -
Horse & Other Personal Estate which were of the said Ethan
Haskell his said late Father deceased (a Schedule and account
of which has been duly rendered by the Administrator of the Estate
of the said Ethan Haskell, and recorded in the Office
of the Ordinary for Charleston District the sum of
of amount of which, will by reference thereto more fully appear
Now it is also Covenant & agreed by between the party
of them Present in and for the Consideration above recited
to wit The said Benjamin R. Smith for himself and
Him Executrix & Administrator doth further Covenant
grant & Agree to both the said James P. Smith & William E.
G. Haskell their Heirs & Assigns that they the said Benjamin
R. Smith & Mary Pauline Smith Haskell their Heirs
Agree to his intended Wife (in Case the said Mary
Shall take effect) shall & will by like good & sufficient convey-
ance or Conveyance in Law little to assure the Whole
& every Part of the said undivided Childs Portions of the
said Mary Pauline Smith Haskell in to the personal
Estate which was of her deceased Father Ethan Haskell
& Also all other money Goods Chattels, Chattels in action, tithes
or interest which the said Mary Pauline Haskell has ever
derived or shall derive by or through any Bond deed or act
of her said Father by way of Provisions made for her & ex-
ecuted on & to the said James P. Smith & William E. Haskell
in trust to & for the joint use benefit & behoof of the said
Benjamin R. Smith & the said Mary Pauline Haskell
his intended wife & their heirs for and during the joint
term of their natural lives subject to such devise &
disposal after the decease of either or both of them as they
jointly by their last joint Will & Testament duly exec-
uted according to law shall appoint will & declare
And should also happen that either the said Benjamin R.
Smith or the said Mary Pauline Haskell his intended wife
shall have departed this life leaving the said joint last will
& Testament not executed and all the right title tenuant

111.

property or possession of the said Mary Pauline with
all the Goods & Chattels Choses in Action & uses, as aforesaid
remain in Trust for the sole benefit & behoof of the said
Survivor of them the said Paydemin & Mary Pauline
for & during the term of the natural life of the said
Survivor & from & after the decease of the said Survivor
then to the use benefit & behoof of the heirs of the
Body of the said Mary Pauline by the said Pay-
demin lawfully to be begotten in such manner
as it may not be in the power of the said Survivor
to defeat such their issue and in the fault of such issue
then to such survivor to him or her & to his or her heirs
& assigns, forever & so for no other intent, use or purpose
whatsoever & it is further expressly agreed & understood
between the said parties to these presents that no part
or parcel of the above property real personal or mixed
being the property right or to the use of the said Mary
Pauline ~~Nastkele~~ nor Choses in Action nor moneys
shall ever be liable or subject to any debt or debt judgment
or judgment or obligation or Obligation incurred
by Exerting against the said Paydemin & Pauline at or
during any time of their natural lives, be the same incurred
in any manner or form whatsoever it is also agreed & understood
between the said Parties, that in Case the said Paydemin
& Mary Pauline Shall at any time during their joint lives
deem it expedient to sell or dispose of any right title
Interest, or property real or personal or any Chose or
Choses in Action to which the said Mary Pauline
is entitled & which are intended to be conveyed in trust
by these presents that they said Paydemin & Mary Pauline
this contracted wife shall have full right & power
to sell & dispose of any part or parcel of the same
& by their joint deed make & execute full & sufficient
title therefore. Provided nevertheless that all the
moneys & proceeds arising from said sale shall be
forthwith vested in such other property as they
shall direct the said property to remain to be subject
to all the uses & trusts as the property so sold or

disposed of previously herein or for another reserted or
purposed shall said sale be good.

Witnesse whereof who have
set our hands & seals this 28th of November 1827 in the
Year of our Lord One Thousand Eight Hundred &
Twenty seven — Jas H Smith July 17th Haskell
Aug 18th Smith (sub) M. Poulain Haskell (sub)
Signed & sealed & delivered in the presence of Chas C.
Haskell Julia A. Rutledge

Chas C. Haskell made oath that he was present when
Jas H Smith W E Haskell Aug 18th R Smith M Poulain
Haskell sign & seal this Instrument of Writing for the aforesaid
purposes therein mentioned & that he together with Julia
A. Rutledge witnessed the same — Iowa before
me this 5th December 1827 —

Recorded 5th Decem^r 1827 Chas Ward Atc

State of South Carolina — This Indenture made the Eighteenth
day of October in the Year of our Lord One Thousand Eight Hundred & Twenty
seven. 1st Petruen Hagar Simpson of the first part, William Johnson of the
second part, and Robert Putter, otherwise called Captain Robert Putter of
Charleston, in the State aforesaid of the third Part. — Whereas a Marriage
is shortly to be had and solemnized between the said Hagar Simpson and
William Johnson. And whereas the said Hagar Simpson is lawfully
Entitled in her own right to certain Real and Personal Estate hereinafter partic-
ularly described. Now this Indenture witnesseth that on Consideration
of the said intended Marriage and to the intent that the said Real and per-
sonal Estate and the rents and profits thereof may be saved and applied
upon the trusts and for the uses, intents and purposes herein after mentioned and
expressed and in Consideration also of the sum of Ten Dollars to the said
Hagar Simpson in hand well and truly paid by the said Robert Putter
at or before the signing and sealing and delivery of these Presents, the receipt
whereof is hereby acknowledged. The the said Hagar Simpson Hath
Bargained, Granted, sold and released and Confirmed and by these
Presents Doth Grant, bargain, sell, release, and Confirm unto the
said Robert Putter his Heirs and Assigns. All that Lot, piece
or parcel of Land situate, lying, and being on the North West corner

427

of 1 Boundary Street and Elizabeth Street in Maggsborough adjoining
the City of Charleston, measuring on Boundary Street aforesaid Fifty
(50) feet and on Elizabeth Street aforesaid, One Hundred & Twenty feet
Six Inches (120 ft 6 in.) more or less. Putting and Boundary on the
North on Land now or formerly belonging to Miss Elizabeth Wragg
to the West on Land of To the South on Boundary Street
and to the East on Elizabeth Street aforesaid. To have and to hold
the said Lot, piece or parcel of Land, together with all and singular
the rights, menors, hereditaments, and appurtenances to the same
belonging unto the said Robert Putter, his Executors, Administrators
and Assigns. And further for the Consideration of the sum of
above mentioned, she the said Hagar Simpson, hath bargained and sold,
and by these presents doth bargain, sell and make and give
Market, deliver unto the said Robert Putter a Negro Slave named
Jack, to have and to hold the said parcel, piece or Lot of Land above
described and all singular the premises and also the said Negro
Slave Jack unto the said Robert Putter his Heirs and Assigns
Upon trust nevertheless and to for the use, intents and purposes herein
after mentioned and expressed and declared of and concerning the same
that is today In trust to the sole Benefit & behoof of the said
Hagar Simpson during her life time and notwithstanding her con-
ture and permit and suffer the said Hagar Simpson altho she
were a free sole and to take use and enjoy the rents and issues
of the said Real & Personal Estate and the Use and Profits of the
said Slave, without being in any manner under the Contrarie
of her said intended Husband or subject in any wise to his Debts
or engagements. And from and after the Death of the said Hagar
Simpson, Then in trust to such uses and purposes as the the
said Hagar by any Deed in writing or last Will and Testament
duly Executed, which she will be at liberty and is hereby Authorised
to make notwithstanding the Cōverture, shall direct and appoint
And it is hereby further expressed and declared to be the true
Intent and meaning of this presents, that should the said Hagar
Simpson at any time during her intended Cōverture, be desirous
of disposing of the said Real and personal Estate or of any part
thereof, She may be at liberty to do so, and unite with the
said Robert Putter in giving title or other acquittances therof
provided the proceeds of such sale or other Estate, taken in

Exchange, shall be liable to the same Trusts and subject to the same Con-
ditions, restrictions and limitations (if any), hereinafter expressed and declared
of and Concerning the Property above described. If the same should
be sold the proceeds such sale to be immediately invested in some other
productive Estate and the Profits thereof to be applied as hereinbefore
Directed.

In witness whereof the Parties to these Presents
have hereunto set their hands and seals the day of Year above men-
tioned Hagan Simpson, William Johnson, Robert Putter

Signed Sealed in the presence of the words "afformably being contained
above fifth lines of 2^d page, Peter J. Shand, Robert Eason

Schedule of Property Real and Personal conveyed by this Settlement
in trust. Lot of Land with the Appertenances, situate at the North
West corner of Boundary and Elizabeth Streets Wraggborough
Measuring on Boundary Street 50 feet and on Eliz. at the N. 120 feet
R. Inch, A Negro Man named Jack & one of Part of Boundary
Articles of Furniture, * The articles marked thus are not marked
in the Body of the Settlement but were intended to be conveyed there-
by for the same Consideration, and upon the same Trusts. Hagan Simpson
Robert Putter, William Johnson, Wm. Eason Peter J. Shand

State of South Carolina ^{mark}

Charleston District ³ Personally appeared before me Peter J.
Shand, who made Oath that he was present

Sam Robert Putter sign. & Hagan Simpson, P. William Johnson set
their marks and seals to this Document of Writing and Also to the
Schedule, thereto Attached, and as their respective Act of Dued Delivery the
same for the purposes therein mentioned and that he with Robert Eason
witnessed the Execution thereof. Done to before me this 27th
day of November 1827 Thos S Jones Notary Public

Recorded Dec^r 1827

This Indenture made the seventh day of December between
William Davis of Wadmalaw Island of the first part and Caroline
J. Brown of the second part witnesseth that Whereas a marriage
is intended to be shortly had and consummated by and between
the said Wm Davis & Caroline J. Brown and whereas the said Caroline
J. Brown is possessed of a personal and real estate consisting of
certain negroes named as follows Sally, Barnetta, Adam, Bella
& Harriet also of nine Head of Horses more or less in the Par-
ticulars Parish likewise of sundry articles of household furniture

with bedding and kitchen utensils also the right and title to two hundred and fifty acres of land in St Bartholomew Parish and it hath been agreed that the said Mr Davis should after their said intended marriage receive and enjoy during the joint lives of them the said Mr Davis and Caroline J Brown the interest and profits of the said personal and real Estate but that the same and the profits thereof after the death of either of them should be at the sole disposal of the said Caroline J Brown notwithstanding her coverture. Now this Indenture witnesseth that in pursuance of the before recited agreement etc the said Caroline J Brown by and with the party consent and agreements of the said William Davis before made by his being made a party to and his sealing his delivery of this present hath granted assigned transferred and set over due by these presents both grant assign transfer and let over unto the said Caroline J Brown her executors administrators and assign all the said personal and real property above named to have and to hold the said property for such purpose and under such provisions and agreements as are hereinafter mentioned that is to say that from and after the solemnization of the said intended marriage the said Caroline J Brown shall & do permit the said William Davis during the joint lives of the said Mr Davis and to J Brown his intended wife to have receive take and enjoy all the interest & profits of the said property to and for his own use a benefit during their natural lifetime but from or after the decease of the said Mr Davis then if the said Caroline should survive him to transfer and pay over all the said property to the said J Brown but if she die before him then unto such person a person and at the time dies dies and in such parts and proportions manner and form as the said Mr Brown shall notwithstanding her coverture by my writing a writing under her hand and seal attested by two or more credible witnesses w^t her last will and Testament in writing duly executed direct limit or offend to the intent that the same may not be at the disposal or subject to the contract debts proportion or engagements of the said Mr Davis her intended Husband and in default

of such discretion limitation or appointment than to the said
John Brown or to such person or persons as may by
her be agreed upon, In testimony whereof we have set
unto her hand and seals this twenty day of Decr in the year
of our Lord one thousand eight hundred and twenty seven
Witness James Johnson Notary Publicne & Brown

William Davis

William Davis made unto that he signed and sealed the
foregoing instrument of Writing further as to impose
therein mentioned and that John Brown also signed and sealed
the same in presence before me this 22 Decr 1827
Recd Dec - 22 1827 — John Ward N.P.

State of South Carolina Known all men by these presents
that I Abraham Moore of the City of Charleston & State aforesaid
am held and firmly bound unto Isaac C. Moses & Leon Moore
of said State as trustees in behalf of Caroline Agnes Moore in the
full and just sum of One & Thousand Dollars to be paid to the
said Isaac C. Moses and Leon Moore their certain attorney
executors or administrators for which payment well and truly
to be made and done I bind myself and each and every of my
lire executors and administrators firmly by these presents sealed
with my seal and dated this Eleventh day of December 1827 —

Whereas a marriage is intended shortly to be had and consummated
between the said Abraham Moore and Caroline Agnes the
daughter of Isaac C. Moses in consideration of which
marriage and for securing some provision his settlement upon
me for the said Caroline Agnes and such wife as may grow out
of said contemplated marriage it hath been agreed by and
between the parties aforesaid that he the said Abraham Moore
shall be liable out of my real & personal estate which he now
possesses or hereafter may possess to secure and pay unto the
said Isaac C. Moses and Leon Moore their either of them
agreed executors administrators or assigns the sum
of One thousand Dollars as aforesaid with lawful Interest
from the date hereof upon the trust and for the purposes herein
after mentioned expressed to be declared. That is to say
that it shall and may be lawful to and for the said

Caroline Agnes notwithstanding her coverture to invest the said
 sum of Two Thousand Dollars together with the interest which
 may arise or grow due thereon for the benefit of said Caroline
 Agnes during her lifetime and after her death for the benefit
 of any child or children which may arise out of the said
 contemplated marriage if one to that one or more than one to
 them all share and share alike and such investments may
 be made on land or property negroes or slaves or stock or
 Stock of the United States or of the State of South Carolina and
 the said trustee shall at all times have power & authority
 with the consent of the said Caroline Agnes in Writing
 to alien to sell any such property and the amount to reinvest
 in such other property as they may deem most beneficial
 for the said Caroline Agnes and her issue and that
 without being obliged to apply to the court of equity or
 any other court for permission so to do, and further that
 the said Isaac C. Moore & Aaron Moore are hereby authorized
 at any time after the expiration of one year to demand and
 receive out of any real or personal estate which the said
 Abraham Moore now possesses or may hereafter possess or
 acquire the said sum of Two Thousand Dollars together with
 lawful interest on the same from the date hereof for the
 sole separate benefit use and behoof of the said Caroline
 Agnes and such child or children as may be the
 issue of said contemplated marriage, Now the condition
 of the aforesaid obligation is such that if the said Abraham
 Moore his heirs executors or administrators shall well and
 truly pay or cause to be paid unto the said Isaac C. Moore
 and Aaron Moore their heirs executors administrators or
 assigns or trustee aforesaid the said sum of Two Thousand
 Dollars with lawful interest from the date hereof when
 thereunto required in manner and form aforesaid and
 which shall or may be demanded under any event or
 contingency contingency aforesaid so as to secure the said
 sum of Two Thousand Dollars together with the interest
 arising thereon as a settlement or provision for the aforesaid
 Caroline Agnes and her child or children the issue of

to said intended marriage then this obligation to be void and of no
effect or else to remain in full force and virtue
signed sealed & delivered in the presence of, Abraham Moore
the witness wherein on the 2^d day from the bottom of this Bond being
first made the whole said a bond being written on the adjoining side
and this place Roy Lazarus Henry J. Hardy Isaac Hardy
Henry J. Hardy made with that he was present and saw
Abraham Moore sign & seal this instrument of Writing for
the uses and purposes thereon mentioned and that he witness
the same. Sworn to before me this 22^d Decr 1829
Isaac D. Scott 22^d 1829 — John Hardy 1829

The State of South Carolina

This Indenture Interparte made on
the Ninth January in the Year of our Lord One Thousand Eight Hundred and
Twenty Eight, between Joseph Henry Smith of the City of Charlotte in the
State aforesaid, of the first part; Eleanor Harriet Scott of the same place
of the second part, and Elias Tull Scott of St Pauls Parish, in the State aforesaid,
of the third part. Whereas the said Eleanor H. Scott is now possessed
of the following personal Estate, that is to say Fifty Negro Slaves, known
designated by the names, viz. 1 Pyp. Judy, Pompey, Rosa, Tatana, Abram,
Daniel, John, Quash, Sally, Harlon, Cumbo, Ira, Clarinda, George
Forty four Shares in the Capital Stock, of the Union Bank of Carolina,
A Bond or obligation from Henry S. Scott, & Elias T. Scott to the Com-
munity in Equity, bearing date the tenth day of January, in the Year
of our Lord One Thousand Eight Hundred & Twenty six, conditioned
for the payment of Five Hundred & Twenty two Dollars, being for the Share
or proportion of the Real Estate, to which the said Eleanor H. Scott is entitled
under the Marriage Settlement of her deceased Parents Harriet Scott
and Richard Scott, which said Real Estate was sold under a decree
of the Honorable the Court of Equity for a division among the Heirs of the
said Richard Scott and Harriet Scott and said Bond is now in the
hands of Benjamin Elliott Esq; late Commissioner in Equity at Quar-
tial of the said Eleanor H. Scott, also a certain debt due to her, the said
Eleanor H. Scott from the Estate of Henry S. Rogers, deceased, for the
hire of her said Negro Slaves, which said debt, amounts to the sum
of One Hundred & Fifty Dollars. And whereas a marriage is
by God permitted to be shortly had & solemnized, between the said

Josiah Smith and the said Eleanor A. Scott, upon the Contingent
 of said Marriage, the said Josiah Smith hath covenanted
 & agreed by these presents doth covenant & agree, that of the same
 shall take effect, that then notwithstanding the said Marriage
 he, the said Josiah A. Smith, his Executor Administrator
 & Successor, shall not nor will, intermeddle with, take claim or
 dispose with any of the Personal Estate above specified & enumerated
 but the same shall remain, continuing the same to the very best
 Confidence, hereinafter named, ~~as~~ ^{the} ~~most~~ ^{best} Confidential Settlement
 that for and in consideration of the said intended Marriage, and
 for the purpose of preserving the said personal Estate so far
 that she and her husband may benefit thereby of the said Eleanor A.
 Scott, it is agreed by the Parties to these Presents, that all
 being given the said Personate Estate herein after specified be
 granted, bargained, sold, exchanged, delivered unto the said
 Eleanor A. Scott and by these presents the said Eleanor A. Scott by and
 with the consent & approbation of the said Josiah Smith with his said intended
 Husband, doth grant bargain sell exchange assign delivery unto the said
 Elias A. Scott his heirs, executors, administrators, & appointees under this marriage
 Settlement, to him his Executors Administrators & Assigns, all singular
 the said Negro Slaves, ~~and~~ ^{to} get him to the future ipsius & increase
 of the Family, ~~the~~ ^{and} ~~the~~ ^{the} said Slaves in the Capital Stock of the Union Bank
 of South Carolina mentioned, to trust, remit, to and for the uses
 purposes herein after mentioned And the said Josiah A. Smith for
 himself his heirs Executors Administrators & Assigns doth covenant & agree
 with the said Elias A. Scott his Executors Administrators and assigns
 that whereas the said Eleanor Scott hath due and owing unto
 the said sum of One Hundred Dollars ~~per~~ ^{per} ~~year~~ ^{month} the value of the said Estate
 of Henry S. royal deceased as aforesaid that for the recovery of the debt
 should become necessary, to the said Josiah A. Smith shall and will
 furnish Plaintiff for the said trustee or any Attorney or Attorneys by him
 the said trustee appointed or the name of whom the said Elias A. Scott
 as trustee of the said Josiah A. Smith and Eleanor A. Scott his intended
 wife to close the said marriage ~~shall~~ ^{make} effect, to commence suit
 & prosecute action for the recovery of the said debt And that the
 said Elias A. Scott trustee as aforesaid shall from time to time recover
 from the said Commonwealth in Equity the sum, as they become due
 on the said Bond or Obligation as apportioned for the recovering of

which said sum of Money, his or herby appears, is imposed by him
for the same shall operate as full discharge to the said Commissioner for
the sum or sum so received by him the said trustee And that the Money
so received by the said Elias B Scott trustee as aforesaid, as well from the
said Commissioner in Equity as for the before mentioned debt, whereof it is
recovered, shall be applied by the said trustee in the purchase of such prop-
erty, real or personal as the said Josiah A Smith & Eleanor A Scott
by an instrument of Writing under their hands and seals executed in the
presence of two or more Creditable witnesses, shall direct, order, or require—
Provided nevertheless that the property real or personal, so purchased by the
direction of the said Josiah A Smith & Eleanor A Scott as well the person-
al Estate hereafter specified & enumerated, remain the subject in the hand-
of the said trustee to the following uses, trusty, that is to say In trust
that for and during the joint Lives of the said Eleanor A Scott & Josiah
A Smith, that the said Elias B Scott, trustee as aforesaid, shall suffer
the said Eleanor A Scott to have the services & certain labor of the said
Negro Slave above named as well as the services & labor of the issue & lineal
of the female, & that he shall pay over the interest & dividends arising from
the said Union Bank Share, unto the said Eleanor A Scott as well as
suffer her the said Eleanor A Scott to enjoy the profits to be derived from
the property, real or personal to be purchased by the direction of the said
Josiah A Smith & Eleanor A Scott from the Bond of debts before and
of land to suffer the said Eleanor A Scott to plant the same if negro,
to enjoy the service, labor of the same human after specified if in stock
or other securities, public or private, then to pay over the interest or dividends
accruing thereon, to & for the sole, separate & peculiar, benefit use &
behalf of the said Eleanor A Scott, neither the property herein
concerned & transferred nor the profit, derivable or to be derived therefore
to be subject or liable to the disposal, control engagements, debts, or
encumbrance of the said Josiah A Smith & for so short as if the
were a feme sole. And from and immediately after the death of
either of them the said Josiah A Smith & Eleanor A Scott
then in trust to & for the sole, separate, peculiar use benefit
& behalf of the survivor of them of his or her natural life. And
if the said Eleanor A Scott should survive her said intended
husband, not be subject to the disposal, debts, or encumbrance
of future husbands should she again marry, and in like wise
cover or disown as if she were and always be a feme sole

And should the said Eleanor H Scott, survive the said Joseph H Smith and again marry, and then die leaving issue of the present and future marriage, then we trust that the said Elias B Scott his heirs, Executrix, Administrator, and Assigns do and shall apply and assign over transfer & deliver all and singular the said Negro Slave to gether with their future issue & increase of the family also the said Share in the Union Bank aforesaid, with the Interest & Dividends, accruing theron unto & amongst such Child or Children Grand Child or Grand Children issue as aforesaid of the present or any future Marriage of the said Eleanor H Scott which a-
thence be living then his or her heirs and assigns forever, if not than one share and share alike such Grand Children take between them, only their Parent's Share. And should the said Josiah H Smith, survivor the said Eleanor H Scott & then die leaving issue of the said Joseph H Smith, and Eleanor H Scott living at the time of his death, then we trust that the said Elias B Scott his heirs, Executrix, Administrator, and Assigns do and shall apply and assign over transfer & deliver all and singular the said Negro Slave together with the future issue & increase of the family, also the Union Bank ~~Bank~~ Share, with the interest and dividends accruing theron as well such property Real & Personal as may be purchased by the said trustee, agreeably to the direction of the said Josiah H Smith and Eleanor H Scott out of the said Bond & debt as aforesaid unto and amongst such Child and Children Grand Child or Grand Children issue of the said Josiah H Smith & Eleanor H Scott which may then be living their his or her heirs & assigns forever, if more than one share and share & share alike, such Grand Children taken between them the their Parent's Share. But should the said Elias B Scott his heirs, Executrix, Administrator, & Assigns shall apply and assign over transfer & deliver to the survivor alet singular the said Negro Slave together with the issue & increase of the family as well as all other property herein conveyed and transferred & before enumerated and specified to him or her his or her heirs, Executrix, Administrator, & Assigns, forever free from all trust, us, & confidence, whatsoever. And whereas it may become advantageous therein concerned to change the whole or part of the property herein Conveyed and transferred. It is-

Further agreed between all the Parties to these presents that
shall and may be lawful to and for the said Elias B Scott, his
as, after his death, his heirs Executors Administrators & Trustees at the request
and by the direction of the said Josiah H Smith & Eleanor H
Scott during their joint lives and after the decease of either
of them, at the request by the direction of him or her surviving
during his or her natural lives, (such request and direction to be
legislated by some written or writing under the hand & Seal
or hand & seal of the said Josiah H Smith & Eleanor H
Scott or of the survivor of them to be made by him or more credit-
able witnesses, notwithstanding the present or any future Con-
vention of the said Eleanor H Scott,) to grant convey sell bargain
transfer or assign the whole or any part of the said property
~~above specified~~ and enumerated as well as such as may be hereafter
to be purchased by the direction of the said Josiah H Smith and
Eleanor H Scott from the 1 Bond, and debts as, aforesaid, to any
Person or Persons whomever for such price or prices & upon
such terms as to them the said Josiah H Smith or Eleanor H
Scott or the survivor of them shall seem reasonable & proper
expend & invest the money and Proceeds arising from such
Sale or Sale in the purchase of such other Property Real or personal
or both a, to the said Josiah H Smith and Eleanor H Scott
during their joint lives or the survivor, then during his or her
life, shall direct and request such direction & request to be
legislated and expressed as aforesaid,) Provided that the money
or proceeds of or arising from such Sale or Sale of the property
real or personal or both which may be purchased therewith
aforesaid shall go, be paid applied settled disposed of subject
subject and liable to, for and upon the take several trusty
use & purpose, and with under and subject to the same power
provision & condition as are in and by these presents mentioned
expressed & declared of and concerning the property hereby
conveyed transferred and delivered or so near thereto as the
circumstances of the case will then permit, regard being had
to the nature of the property when it may be real, the
land Estate or such real property being without im-
eckment of waste,) Provided also that it shall be lawful
for the said trustee from time to time as the Case may require

438

to deduct and reimburse himself, out of the Intreast, and pr
of said Property, for all such necessary Costs & Charges as he
may have sustained in the Execution of the trusts aforesaid.

In witness whereof the Parties to these Presents, have
hereunto set their hands & Seals, the day and Year above written,
Signed sealed & delivered in the presence of Mr Hale
Matthew G. Gibbs. — Matthew G. Gibbs made out
that he was present when Isaac H. Smith, Eleanor H. Scott
& Eliza Scott sign & sealed this Instrument of writing
for the uses of Property therein contained & that he witnessed the
same, Given to before this Day January 12th 1828 In Ward No.
Recorded January 12th 1828

State of South Carolina This Indenture Interpartite
made the twenty fourth day of October in the year of Our
Lord one thousand eight hundred & Twenty Seven and
in the fifty second year of the Sovereignty and Independence
of the United States of America between Elliana Ann Tanner
of the first part John M^cKey Kelly of the second part
and William Harrell Justice of the third part Whereas a Marri
age is intended by Gods permission to be shortly had and
solemnized by and between the said Elliana Ann Tanner
and John M^cKey Kelly and Whereas the said Elliana
A Tanner under and by virtue of the last Will and Testament
of her deceased father Christopher Taylor Tanner of the
Parish of Burtholomew bearing date the eleventh day
of November One thousand eight hundred and thirteen day
prior and recorded in the Office of the Ordinary of Colleton
District is entitled to one simple to a certain undivided
share of his Estate Real and personal reference being had
to the Will of the said Christopher J Tanner and Whereas
it was agreed by and between the said Elliana Ann Tanner
and John M^cKey Kelly (testified by the said John M^cKey
Kelly being a party hereunto and sealing and delivering
delivering there presents) before the said marriage that foregoing
property moves Stock horses in action or other appurten
ances and furniture should be granted released and

438

to deduct and reimburse himself, out of the Intreast, and pro
of said Property, for all such necessary Costs & Charges as he
may have sustained in the Execution of the trusts aforesaid.

In witness whereof the Parties to these Presents, have
hereunto set their hands & Seals, the day and Year above written,
Signed sealed & delivered in the presence of Mr Hale
Matthew G. Gibbs. — Matthew G. Gibbs made out
that he was present when Isaac H. Smith, Eleanor H. Scott
& Eliza Scott sign & sealed this Instrument of writing
for the uses of Property therein contained & that he witnessed the
same, Given to before this Day January 12th 1828

In Wm H. —
Recorded January 12th 1828

State of South Carolina This Indenture Interpartite
made the twenty fourth day of October in the year of Our
Lord one thousand eight hundred & Twenty Seven and
in the fifty second year of the Sovereignty and Independence
of the United States of America between Elliana Ann Tanner
of the first part John M^cKey Kelly of the second part
and William Harrell Justice of the third part Whereas a Marri
age is intended by Gods permission to be shortly had and
solemnized by and between the said Elliana Ann Tanner
and John M^cKey Kelly and Whereas the said Elliana
A. Tanner under and by virtue of the last Will and Testament
of her deceased father Christopher Taylor Tanner of the
Parish of Burtholomew bearing date the eleventh day
of November One thousand eight hundred and thirteen day
prior and recorded in the Office of the Ordinary of Colleton
District is entitled to one simple to a certain undivided
share of his Estate Real and personal reference being had
to the Will of the said Christopher J Tanner and Whereas
it was agreed by and between the said Elliana Ann Tanner
and John M^cKey Kelly (testified by the said John M^cKey
Kelly being a party hereunto and sealing and delivering
delivering there presents) before the said marriage that foregoing
property moves Stock horses in action or other appurten
ances and furniture should be granted released and