

considerations above men would doth hereby for himself his heirs Executors and administrators consent promise grant and agree to and with the said Henry Bland and Henry Bland Junior and the survivor of them his heirs Executors administrators and assigns in manner following that is to say, that he the said John W. Fild his heirs Executors administrators shall and will within three months next ensuing the day on which there is proportion of the said John Catharine Keeth of the property real and personal mentioned and contained in the said indent recited Memorize Settlement of the said Henry Bland and his wife under and by virtue of the same shall be as contained in due form of law well and sufficiently convey transfer and assign and cause a power to be conveyed transferred and assigned over all and singular the share or proportion of the said John Catharine Keeth of the said Estate real and personal unto the said Henry Bland and Henry Bland Junior and the survivor of them his heirs Executors administrators and assigns. And also he the said John W. Fild his heirs Executors administrators and assigns will from time to time and at all times hereafter join and consent to and with the said John Catharine Keeth or separately as the Case may be and requires in all such acts deeds assignments and assurances in the Law is required as by the said Henry Bland and Henry Bland Junior or the survivor of them his heirs Executors administrators or by third or third Parties licensed in the Law shall be advised directed or deemed necessary for effectually assigning selling and conveying all and singular such property real or personal in both or either the said John Catharine Keeth or as she or the said John W. Fild or his right at any time hereafter shall or may become possessed of interest in or interest unto either by descent distribution or devise bequest or otherwise unto the said Henry Bland and Henry Bland Junior and the survivor of them his heirs Executors administrators and assigns. And it is hereby declared to be the true intent and meaning of these presents and of the parties herunto that all and every other conveyances and assurances which shall hereafter be made unto the said Henry Bland and Henry Bland Junior or the survivor of them his heirs Executors administrators by virtue of these presents shall be and come and shall be adjudged them constituted and taken to be and come and is and are hereby declared to be and intended to be and come and the said Henry Bland and Henry Bland Junior and the survivor of them his heirs Executors administrators shall stand and be charged and proposed of all and singular the Estate real ^{or} personal in both conveyed transferred or assigned in and by the said Conveyances and assurances to and for the several uses intents and purposes upon the trusts and confidences and under and subject to the provisions limitations and agreements hereinbefore limited declared and expressed and to be and for no other use intent or purpose whatsoever. In Witness whereof the parties to these presents have hereunto set

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His hands and Seals the day and year first above written. Henry
Burden Son (Seal) Henry Burden (Seal) John W. Allen (Seal)
Eliza Catharine Keith (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)
 in the presence of (The words "and the issue of the said Eliza Catharine Keith
 by any future marriage or marriages" being first interlined between the sixth
 and seventh lines of the said Eliza Catharine Keith by any future
 marriage or marriages" between the tenth and eleventh lines of the same, which
 are And (Seal) Wm Whaley Robt. Loring. Recorder of Property
 conveyed and transferred in and by the aforesaid Deed. Negas & Sons and
 Molly Caird and Kit with the future issue of the female left the right
 title and interest of Eliza Catharine Keith (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)
 Burden and and by virtue of certain deeds of marriage Settlement of Henry
 Burden Henry his Wife bearing date the second and third days of August One
 Thousand Eight hundred and five in to and out of the following property
 that is to say a Parcel of land or tract of Land situate on John's Island
 containing about seven hundred and thirty Eight Acres and the follow-
 ing Negro Slaves that is to say, Phoebe Charlotte named Mary Santee
 Charlotte named and her Children Bella & Molly Caroline Stamford and
 Turkey and her Children Hercules and Jimmy Edward and Juliet Betty
 and her Children Rachel Richard Moses Alexander and Rebecca and
 and and with the future increase and issue of the female of them And
 all such other property and Estate as she might hereafter become entitled
 to by descent or otherwise. Personally appeared before me Robt Loring
 and made Oath that he saw Henry Burden & Henry Burden John W.
 Allen and Eliza Catharine Keith (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)
 and Writing for the uses and purposes therein mentioned and that he with Wm
W. Whaley witnessed the same Deeds to be for me this 16 day
 of April 1829. John Ward M.R.

Recorded 16th April 1829.

The State of South Carolina
 This Indenture Tripartite made the twenty ninth day
 of April in the year of our Lord One Thousand eight hundred and
 twenty nine and in the fifty third year of the Sovereignty and Independ-
 -dence of the United States of America at the City of Charleston in the
 State aforesaid. Between Jubel Moore of the said City and State of
 South Carolina of the First Part, William Stuart at present a resident of the City
 and State of the Second Part, and Lewis Traubmann of the said City
 and State and Robert Stuart of the City of Manchester England of the Third
 Part. Whereas the late John Elias Moore the father of the said Jubel Moore
 being at the time of his death seized or entitled for an Estate of Inheritance
 in fee simple in possession of or to certain lands and hereditaments
 and being possessed of or entitled to a considerable personal Estate

on or about the Eighteenth day of November in the year of our Lord one
Thousand eight Hundred and a Edward departed this life intestate as
respects his said real Estate and leaving a last Will and testament in
which he gave his said personal Estate. And whereas by the said Will the
Testator the said John Elias Moore directed that his Wife should receive
two Thirds of his Estate during her Widowhood and bequeathed the other
portion of his Estate to his Eight Children Share and Share alike in terms
in Commenced as by the said Will of record in the Probate Office in Chester
herein well more fully and at large appears and whereas the said Eight
Children named in the said Will of the Testator survived their Father
the said John Elias Moore who left his Wife "ensuing" at the time of
his death and a Child was afterwards born who became entitled under
the act of General Assembly of the State of Maryland in such case made
and provided to an equal share of the Testator's Estate with his other Children
And whereas one of the Children so named in the said Will and also the post-
humous child aforesaid having joined the executors of the said Testator
departed this life their shares of his Estate became equally distributed
able under the aforesaid act, amongst their Mother the Widow of the
said John Elias Moore and the other seven surviving Children
And whereas the real Estate of the said John Elias Moore (with the excep-
tion of a farm in St. Michaels County) to which the said John Elias Moore
was entitled to a distributive share under the aforesaid act commonly called
the "Intestate Act" and also a considerable portion of the personal Estate
of the said Testator, to which the said John Elias Moore was entitled to a
distributive share as aforesaid under the said Intestate Act and under
the aforesaid Will of the said John Elias Moore have been sold and disposed
of for the benefit of his Estate the proceeds arising from which sale have
been held by the acting qualified Executors to wit, Messrs. Francis Moore
subject to the same interests which the respective parties had in the said
real and personal Estate so sold as aforesaid And whereas four of the sur-
viving Children of the said John Elias Moore have received the Shares of
the aforesaid Estate to which they were respectively entitled under the said
Intestate Act and Will aforesaid but as for their distributive or division
share has been made amongst the Widow and the other surviving Children
of the said John Elias Moore And whereas the said John Elias Moore not
having received his distributive share or portion of his Father's Estate
is entitled to receive the share one of any funds which may be in the
hands of the said Francis Moore Executor of the said John Elias Moore
belonging to his Estate and one of the real and personal Estate specified
in the Schedule A hereto annexed, the said real and personal
Estate so specified being the residue of the real and personal Estate
of the said John Elias Moore not heretofore sold and the residue

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of the proceeds of that portion of his real and personal Estate which has
been sold as aforesaid And whereas a marriage hath been agreed upon
and is intended shortly to be had and solemnized between the said John
Moore and William Stuart and whereas upon the treaty for the said
intended marriage it was agreed that the distributive share of all and
singled the real and personal Estate to which the said John Moore was
entitled to at his death is mentioned and all other the real and personal
property to which ^{the} said John Moore now is or which at any time during
the said intended Coverture she or the said William Stuart in law right
shall or may become entitled should be settled and applied to such
uses upon such trusts and to and for such intents and purposes and in such
manner as herein after mentioned expressed and declared of and concern-
ing the same and inasmuch as it cannot now be ascertained what portion of
the funds in the hands of the said Frances Moore Executrix a what specific
property in the said Schedule mentioned A will remain due to the share
of the said John Moore upon a division and distribution of the same it has
been further agreed by and between the said John Moore and William Stuart
that when and such division and distribution shall be made they the
said John Moore and William Stuart shall make and execute all
such other deeds and conveyances as may be necessary for settling the fund
and specific property which shall be allotted to the said John Moore
as his share of the aforesaid Estate to such uses upon such trusts and to
and for such intents and purposes and in such manner as are herein
before mentioned expressed and declared of and concerning the same. Now
this Indenture witnesseth that in pursuance and performance of the said
agreement and in consideration of the said intended Marriage and
also for and in consideration of the sum of Five Dollars of lawful money
of the State aforesaid to the said John Moore in hand well and truly
paid by the said Lewis Tappan and Robert Stuart at or before
the sealing and delivery of these presents (the receipt whereof is hereby
acknowledged) the said John Moore with the privacy and approbation
of the said William Stuart (testified by his being a party to and sealing and
delivering these presents) hath by him granted sold released and
signed transferred and returned and by these presents doth grant bargain
sell release and assign transfer and deliver unto the said Lewis Tappan
and Robert Stuart their heirs Executors administrators and assigns the afore-
said distributive share or portion of the Estate of the said John Elias Moore
in all that real and personal property specified in the Schedule A here-
unto annexed and forming part of this deed and all interest now due
or hereafter to grow due for the same together with all such Bonds
Stock and other specific property therein named as may hereafter be allotted
to the said John Moore or his share or portion of the said Estate with

distribution of the said and the full benefit thereof and accession
of money and real and personal Estate whatsoever to which the said
John Moore now is or hereafter may be or become entitled under
the Statute made for the distribution of the Estates of intestates or
by Will or otherwise howsoever. And all the right title interest
property, possibility claim and demand whatsoever both at law and
in Equity of and the said John Moore of in or to the said premises res-
pectively or any part thereof respectively with full power and authority
to ask sue recover and receive and to give effectuate receipts and
discharges for the said premises hereinbefore assigned and every any
part thereof respectively To Have Hold receive and take the afore-
said distributive share portions of the said real and personal Estate
in the said Schedule A mentioned and the said sums of money and all
and singular other the premises hereinbefore granted released and assigned
or expressed and intended so to be unto the said Lewis Trapenard and
Robert Stuart their heirs executors administrators and assigns, Upon the trust
and to and for the intents and purposes and with under and subject
to the powers powers agreements and declarations hereinbefore
expressed or declared and contained of and concerning the same (that
is to say) In trust for the said John Moore his heirs executors administrators
and assigns until the said intended marriage shall be had and solemnized
and from and immediately after the solemnization thereof then upon that
that they the said Lewis Trapenard and Robert Stuart or either of them
and the survivors of them and the heirs executors administrators and assigns
of such survivors do and should during the joint lives of the said John Moore
and William Stuart pay the clear yearly issues profits interest dividends
and annual produce of the aforesaid distributive share or portions of the
said real and personal Estate in the said Schedule A mentioned and all and
singular other the aforesaid premises as and when the same shall respectively
become due and be received into the proper hands of the said John Moore
and William Stuart or into the hands of such person or persons and for what
intents and purposes as the said John Moore (notwithstanding his
said intended Coverture) and William Stuart by any note or writing
under their hands shall from time to time direct or appoint to the intent
that the same may be for the sole and separate use and at the absolute and
uncontrolled disposal of the said John Moore and William Stuart may not
be liable to the debts contract liabilities or any payments of the said William
Stuart his said intended husband and if the said John Moore shall
survive the said William Stuart then immediately after the decease of
the said William Stuart to the use of the said John Moore his heirs
executors administrators and assigns forever but if the said John Moore
shall die in the life time of the said William Stuart then the said use

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upon such trusts and for such intents and purposes and with and under and
subject to such powers provisions agreements and declarations as the said
John Moore notwithstanding his Covintment shall by his last Will and
Testament in Writing or any Codicil or codicils in Writing or any Writing
or Writings in the nature of a purporting to be a Will or Codicil to be ex-
pectively by him signed and published in the presence of and attested
by three or more credible Witnesses doth limit and appoint and in de-
finit of such directions limitations or appointments and so far as any
such directions limitations or appointments shall not extend, they the said
Lewis Truett and one Robert Stuart or either of them and the Survivors of
them and the heirs executors administrators and assigns of such Survivor do
and shall pay the said share of yearly interest profits interest dividends
and annual proceeds of the of or said distributive share or portions of the
said real and personal Estate in the said Schedule A mentioned &
all and singular other the aforesaid premises and when the same shall
respective be become due and be received into the hands of the said
William Stuart or into the hands of such Survivor from one or the said
William Stuart by any note or writing under his hand shall from time
to time appoint to the intent that the same may be for the use and
Benefit of all and every the Children and child of the said intended
Marriage the aforesaid distributive share to be divided between or
among them if more than one in equal Shares and portions and if there
shall be but one such child the whole to be in trust for that one child Per-
petually and it is hereby agreed and declared between and among
the parties to these presents that no child or child and in pursuance of the
powers and Authorities herein, be fore in their behalf contained shall
have or be entitled to his or their Share of the principal during the
life time of the said William Stuart, And if there be no children of the
said intended Marriage the said William Stuart surviving the said John
Moore so dying intestate and if Child and the said Child and dying
in the life time of the said William Stuart surviving the said John
Moore so dying intestate, then to the use of the said William Stuart
his heirs executors administrators and assigns forever free and discharged
from all further limitations and trusts of and concerning the same.
And Whereas by a Bond or obligation in Writing bearing date or
about the tenth day of April in the year of our Lord one thousand eight
hundred and twenty nine under the hand and Seal of Stephen Watson
is sum of Seven Thousand [7000] Dollars is secured to be paid by the
said Stephen Watson his heirs executors and administrators unto the
said William Stuart his certain Attorney executors administrators or assigns
with Interest thereon after the rate of Six per Cent per annum payable at
the times therein mentioned And Whereas by a Bond or obligation in