

251 and real and personal Estate and the proceeds thereof and all
future Estates and property as well real as personal which
shall become the subject of this Settlement to such person
or persons for such Estates uses or purposes and upon
such conditions and in such manner as the the said
Elizabeth Mc Hutchison, shall think proper at her own
free Will and pleasure And it is hereby further agreed &
declared; and the said Alexander Ekosack doth for him
self his Heirs Executors and Administrators covenant pro-
mise and agree with and to the said parties of the third
part their Executors administrators and assigns in man-
ner following that is to say that if at any time during
the said intended coverture any real or personal estate
whatsoever shall descend or devolve or be devised given
or bequeathed to or vest in, the said Elizabeth Mc Hut-
chinson or any person or persons in trust for her or to or in
the said Alex^r Ekosack in her right, then and in ^{that} case and
so often as the same shall happen he the said Alexander E-
kosack shall and will at the costs and charges of the said
Elizabeth Mc Hutchison make do and execute or cause
to be made done and executed or join or con-
cur with the said Elizabeth Mc Hutchison her Heirs Executors
or Administrators in the making doing and executing of
all such acts deeds, conveyances assignments and assen-
ces in the Law whatsoever as shall be necessary and proper
for conveying, assigning assenting and confirming the said
real and personal Estate in such manner as that regard being
had to the nature and quality of the same the said real
and personal Estate shall and may be vested in the said
parties of the third part their Heirs Executors administrators
and assigns upon such trusts intents and purposes as will
correspond or best or nearest correspond with the trusts intents
and purposes hereinbefore expressed and contained of and
concerning the real and personal Estate hereinbefore men-
tioned and the trusts thereof hereinbefore declared; And
whereas the said real Estate and especially the said planta-
tion on Hutchinson Island and at Chehaw in the State of
North Carolina aforesaid are at present held in common
and undivided with Mary March wife of the said Charles
March the Mother of the said Elizabeth Mc Hutchison
and Thomas Hutchinson her brother. It is hereby expressly
declared that the said Estates and Plantations may be con-

252 continued to be carried on hereafter as hath heretofore been usual until a partition or sale thereof shall be had and that in relation to the said Estates or plantations or any other real Estates in South Carolina aforesaid that the said Trustees in the management thereof are expressly authorized to continue the present stock negroes and other necessary or proper things to carry on the same and to dispose thereof purchase others and keep up such supply as may be necessary during the continuance of the trusts hereby created, the expenses whereof shall be borne out of the trust funds, and it is further hereby expressly declared and agreed by and between the parties to these presents that it shall and may be lawful to and for the said parties of the third part the survivors and survivor of them and the heirs of such survivor with the consent of the said Elizabeth M. Hutchinson to agree upon a partition or division of all or any of the real Estate held by the said Elizabeth M. Hutchinson or by the said parties of the third part in Trust as aforesaid in common with any other person or persons and execute all necessary and proper agreements deeds or conveyances in order to carry such agreement or agreements for partition into full effect, and also that it shall and may be lawful to and for the said parties of the third part the survivors and survivor of them and the heirs of such survivor from time to time, and when or as it may be deemed expedient with the consent of the said Alexander Hopack and the said Elizabeth M. Hutchinson during their joint lives to sell and dispose of all or any part or parts of the said lands tenements and real Estate for such price or prices and upon such terms as shall be deemed expedient and to give good and sufficient deeds or conveyances thereof in fee simple and receive the proceeds of such sale or sales which proceeds shall be deemed a part of the trust funds hereby conveyed and shall be held upon the like trusts as the personal Estate and effects hereby conveyed to the said parties of the third part. Provided always and it is hereby further agreed that it shall and may be lawful to and for the said parties of the third part the survivors and survivor of them by and with the consent in Writing for that purpose of the said Alexander Hopack and Elizabeth M. Hutchinson to invest the proceeds of such sale or sales as aforesaid or any other the trust funds aforesaid in the purchase of other real Estate to be taken in the name

of the said parties of the third part the survivors or survivor of them as Trustees as aforesaid, but nevertheless to be held upon the like trusts as are herein expressed and contained of and concerning the real Estate hereby conveyed to the said parties of the third part and the said Alexander E. Hosack doth hereby for himself his heirs Executors and Administrators covenant promise and agree to and with the said parties of the third part their Executors administrators and assigns that he the said Alexander E. Hosack his heirs Executors administrators shall not nor will at any time or times prevent or obstruct or attempt or endeavor to prevent or obstruct the said parties of the third part their heirs Executors Administrators assigns from holding receiving taking and disposing of the said Estates movables stocks funds securities and premises hereinbefore mentioned in the manner herein before specified and according to the true intent and meaning of these presents and that if the said Elizabeth M. L. Hutchinson shall depart this life in the life time of the said Alexander E. Hosack he the said Alexander E. Hosack his heirs Executors and Administrators shall and will permit the Will and Codicils of the said Elizabeth M. L. Hutchinson to be proved and executed by the Executors or executor therein named And that he the said Alexander E. Hosack his heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the request and at the proper costs and charges in the Law of the said Elizabeth M. L. Hutchinson her heirs Executors administrators or assigns or of the said parties of the third part and the survivors and survivor of them or the heirs Executors administrators or assigns of such survivor make do and execute or cause to be made done and executed all such further and other lawful and reasonable acts deeds assignments conveyances and assurances in the law whatsoever for the further better more perfectly and absolutely granting bargaining selling assigning affrming and confirming the several Estates debts of money Stocks funds securities and other effects hereinbefore declared and every of them and every part of the same respectively unto the said parties of the third part their heirs Executors Administrators and assigns respectively upon the trusts intents and purposes hereinbefore mentioned and declared of and concerning the same respectively and for the

further and better enabling them the said parties of the third part their heirs Executors administrators or assigns to carry the trusts hereby created into execution as by the said Elizabeth M^d Hutchinson her heirs Executors administrators or assigns or by the said parties of the third part and the survivors or survivor of them and the heirs executors administrators or assigns of such survivor or his her or their or any of their counsel learned in the Law shall be advised devised or required. Provided always and it is hereby agreed and declared between and by the parties to these presents that the said Thos^d A Hutchinson shall not act in the trusts hereby reposed in the said parties of the third part as aforesaid, nor shall the sealing and delivery of these presents by him be necessary until he shall attain the age of twenty one years and that in the mean time the other trustees may and shall manage carry on and execute the said trusts in like manner as if the said Thos^d A Hutchinson were not named in these presents or appointed a trustee. Provided also and it is hereby further declared that the receipt of the said trustees or of any of them or the survivor of them his heirs or their or his assigns shall be a good discharge for all monies which in such receipt shall be expressed to be received. And that all persons paying any monies to the said trustees or to any of them or the survivor of them his heirs or their or his assigns for the purposes of the Settlement and taking a receipt from him or them accordingly shall not be liable to see to the further application of the same monies nor be accountable for the misapplication of the same. Provided lastly and it is hereby declared that on the death refusal or incapacity to act of either of them the said parties of the third part or of any trustee or trustees to be appointed in his or their place or places that it shall be lawful for the acting trustee or trustees for the time being or the Executors or administrators of the last acting trustee with the consent and approbation in writing of the said Alexander E Mosack and Elizabeth M^d Hutchinson to appoint a new trustee or trustees in the place or stead of such trustee or trustees dying, refusing, neglecting or becoming incapable to act as aforesaid, And thereupon the said Hereditaments trust Estate and premises

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255 he conveyed and assured so that the same may vest in
such new trustee or trustees jointly with the surviving or
continuing trustee or solely as the case may require
in his life or their heirs executors administrators and
assigns to the uses upon the trusts and for the ends
intent and purposes in these presents declared and
that every such new trustee either before or after such
conveyance shall have and may exercise the same
powers and authorities as if he had been appointed
a trustee by these presents And that none of the trustee
hereby appointed or to be appointed as aforesaid shall be
answerable for the others or other of them nor for the
acts deeds or defaults of the others or other of them nor
for involuntary losses, nor for money received under
receipts in which they shall join only for conformity And
that the present or every future trustee or trustees shall and
may reimburse themselves and each other out of the said
trust premises or out of any monies that may come into
their hands by virtue of these presents All costs and
expences to be incurred by them in the execution
of the trusts aforesaid or in any wise in relation thereto
In Witness whereof the said parties to these presents
have hereunto set their respective hands and seals
on the day and Year first above written A. B. Hosack
(Seal) E. M. L. Hutchinson (Seal) Charles March (Seal) Henry
Cary (Seal) Gerard W. Morris (Seal) Tho. H. Hutchinson (Seal)
sealed and delivered in the presence of May Pyne March
Robert Benson Francis March John Hopson State of New
York City of New York Be it remembered that on the seven
teenth day of December in the Year of our Lord one thousand
eight hundred and twenty nine before me Smith Thompson
one of the associate justices of the supreme Court of the
United States, came Robert Benson and John Hopson per-
sonally known to me, two of the subscribing witnesses to the
within Deed or Indenture, who being before me severally duly
sworn did severally depose and say, that they severally saw
Alexander B. Hosack, Elizabeth ~~Hutchinson~~, Charles March
Henry Cary, Gerard W. Morris and Tho. H. Hutchinson, res-
pectively known to the said deponents, to be the persons parties
to the said deed or Indenture described in and who executed
the same, respectively sign seal acknowledge and do
the same, as their respective free act and deed, on the

Sixteenth day of December instant, the day of the date thereof and that the deponents together with Mary Fins March and Francis March respectively, became subscribing witnesses thereto, and to the due and legal Execution thereof Smith Thornpson -

Recorded 6th of January 1830.

The State of South Carolina - This Indenture of three parts made the fourth day of January in the Year of our Lord One Thousand Eight Hundred and Thirty, Between George Effie Simon of the first part, Mary Jane Effie Widows of the second Part, and Maurice Simons of the third part - Whereas Thomas Young Maternal Grandfather of the said Mary Jane died many Years since leaving a Will duly executed and bearing date the 10th day of December Anno Domini One Thousand Seven Hundred and Eighty Nine (1789) and a Codicil dated the twenty Sixth (26th) of January in the year of our Lord One Thousand Seven Hundred and Ninety two (1792) and Benjamin Marzyck Paternal Grandfather of the said Mary Jane departed this life many years since leaving a last Will and Testament duly executed and bearing date the twenty first (21st) of October Anno Domini One Thousand Seven Hundred and Ninety Six (1796) and likewise a Codicil thereto duly executed and bearing date the twenty first (21st) day of July in the Year of our Lord One Thousand Seven Hundred and Ninety Seven (1797) and Stephen Marzyck father of the said Mary Jane having died some years since left a Will duly executed, dated the twenty third (23rd) day of August Anno Domini One Thousand Eight Hundred and Eight 1808 and Paul Faurel Marzyck Brother of the said Mary Jane departed this life some years since leaving a last Will and Testament duly executed bearing date the fifth (5th) day of November Anno Domini One Thousand Eight Hundred and sixteen (1816) And Whereas the said Mary Jane is entitled to and interested in certain property real and personal in by and under the said last Wills Testaments and Codicils as will appear by a reference to the same in the Ordinary's office for Charleston District and which said Wills and Codicils are herein and hereby referred to and declared to be and are taken to be parts of this Indenture as fully and effectually as though the same were herein particularly recited And Whereas it is yet uncertain what are the exact nature and extent of the rights

25^c of the said Mary Jane in the various property real and personal embraced in and disposed of by the said Wills and Codicils, inasmuch as doubts are entertained as to the legal effect and operation of the same. And it is unknown what might be the opinion and decision of a competent Court in relation to the same, so that it is not practicable to set forth with accuracy and distinctness in the usual form of a Schedule, the specific Estate real and personal to and in which the said Mary Jane is entitled and interested, except as is set forth in the Schedule herewith. And Whereas a Marriage is intended by Gods permission to be shortly had and solemnized between the said George Elfe Junr and the said Mary Jane O'Hara, and upon the treaty for the said intended marriage it was agreed that all the Estatorial and personal which the said Mary Jane is now or may be at any time hereafter entitled to or interested in whether under the said Wills and Codicils or from any other person or in any other manner should be settled and secured in Trust to and for the several uses intents and purposes and under and subject to the several powers provisions limitations declarations and agreements hereinafter expressed. Now This Indentured Witnesseth that for effectuating the said agreement so entered into upon the treaty for the said intended Marriage and in consideration of the said intended Marriage, and also for and in consideration of the sum of one dollar by the said Maurice Simons to the said Mary Jane, at and before the sealing and delivery of these presents well and truly paid, she the said Mary Jane hath granted bargained sold released and confirmed and by these presents doth grant bargain sell release and confirm unto the said Maurice Simons his heirs Executors administrators and assigns, according to the respective nature of the property herein and hereby intended to be released and conveyed All the Lands tenements hereditaments goods Chattels and Choses in action and all and singular other the real and personal Estate whatsoever which the said Mary Jane as Devisee or Legatee under the said Wills and Codicils, or otherwise, or any person or persons in Trust for her is or are seized of entitled unto possessed of or interested in Possession reversion or remainder

or by way of executory devise or otherwise And all the Estate right title interest use trust claim and demand whatsoever both at Law and in Equity of her the said Mary Jane of in to or out of the same or any part thereof to have and to hold the said real and Personal Estate of whatsoever nature and description herein before mentioned to be hereby granted and released as aforesaid and every part and parcel thereof with their and every of their appurtenances unto the said Maurice Simon his heirs Executors administrators and assigns In Trust to and for the several uses intents and purposes upon the several trusts and under and subject to the several powers provisions limitations, declarations, conditions and agreements hereinafter expressed and declared of and concerning the same, that is to say, to the use of the said Mary Jane her heirs, executors and administrators, until the said Marriage shall be had and solemnized and from and after the solemnization of the said Marriage Then upon Trust to permit and suffer the said George Elfe Junior and Mary Jane to have use occupy possess and enjoy, and to take the rents issues, hire interest and profits of all and singular the said Estate real and personal which the said Mary Jane is now seized and possessed of or which she is now entitled to and interested in or which she may at any time hereafter during the said Marriage, be seized or possessed of or entitled to or interested in for and during the term of their joint lives, to and for the sole use maintenance and support of them the said George Elfe Junior and Mary Jane and of any child or children of the said Marriage so that the same shall not be at any time or in any manner subject to or liable for any debts or engagements whether present or future of the said George Elfe - And upon this further Trust that should the said Mary Jane depart this life before the said George Elfe bearing any child or children living at the time of her death or any issue of a deceased child or children then alive, to permit and suffer the said George Elfe to have use occupy possess and enjoy to take the rents issues hire interest and profits of all and singular the said Estate real and personal which the said Mary Jane is now seized and possessed of or which

she is now entitled to and interested in, or which she may at
 any time hereafter be seized and possessed of entitled to or
 interested in, for and during the term of his natural
 life, and at his death in Trust to and for the sole use
 benefit and behoof of such child or children as may
 be living at the time of his death or to the issue of any
 deceased child or children then alive share and share
 alike And upon the further Trust that should the said
 George Elfe depart this life before the said Mary Jane
 leaving any child or children living at the time of
 his death or any issue of a deceased child or children
 then alive to permit and suffer the said Mary Jane
 to have use occupy possess and enjoy and to take
 the rents issues hire interest and profits of all &
 singular the said Estate real and personal which
 the said Mary Jane is now seized and possessed of
 entitled to or interested in or which she may at
 any time hereafter be seized and possessed of entitled
 to or interested in, for and during the term of her na-
 tural life, and at her death in Trust to and for the sole
 use benefit and behoof of such child or children as
 may be living at the time of her death, or to the
 issue of any deceased child or children then alive
 share and share alike, and Upon the further Trust
 that should the said Mary Jane survive the said
 Geo. Elfe and there should be no child or children of them
 the said Mary Jane and the said George Elfe living, nor
 any issue of a deceased child or children alive, then
 that the whole of the said Estate real and personal
 shall be and become ^{the} absolute property of the said
 Mary Jane for her sole use benefit and behoof forever
 altogether and forever freed from all the trusts uses &
 limitations, provisions and conditions herein expressed
 But should the said George Elfe survive the said Mary
 Jane and there should be no child or children living nor any
 issue of a deceased child or children alive then that the
 whole of the said Estate Real and personal shall be
 and become the absolute property of the said George Elfe
 for his sole use benefit and behoof forever altogether &
 forever freed from all the trusts uses limitations, pro-
 visions and conditions herein expressed Provided
 always and it is hereby declared and agreed that it

200 shall and may be lawful for the said Maurice Simons
his heirs Executors or administrators at any time or times after
the solemnization of the said Marriage with the consent
or approbation of the said George Elfe and Mary Jane
testified by some writing signed by them or the survivor
of them and attested by one or more disinterested and
credible witnesses to Grant bargain sell convey and absolutely
dispose of, or lease or exchange any part of the said Estate
real and personal And it is hereby declared and agreed
that the monies choses in action stock Stocks Lands
negroes or other property whatsoever whether real or per-
sonal shall be and be taken to be, and shall hereinafter
conveyed and held subject to the same ends and intents
trusts uses limitations provisions conditions declarations
and agreements as are herein expressed of and concerning
the said Estate or as near thereto as the death of parties
and the change of Circumstances may admit. And it
is hereby further Provided declared and agreed to by
the said parties to these presents that as soon as
the interests rights claims and title of the said Mary
Jane of in and under the said Wills and Codicils before men-
tioned can be and are fully accurately and distinctly as-
certained so that the same may be put and set forth
in a more clear precise and perfect form that they
the said parties will cause to be executed other good
and sufficient deed or deeds in Law for the absolute
and more perfect conveying and securing the Estate
above mentioned in the manner and upon the
Trusts uses limitations and conditions herein already
expressed agreed and declared of and concerning the
same And Lastly it is hereby declared and agreed that
Notwithstanding any thing contained in these deeds all
and singular the Real and Personal Estate herein thereby
intended to be conveyed and settled, shall be and
continue to be subject to the uses trusts Provisions
limitations conditions agreements & declarations in & by the
Wills Codicils hereinbefore referred to expressed and directed of and
concerning the same or any part thereof In Witness whereof
the parties to these presents have hereunto set their hands & seals
on this day and in the Year first above written Geo Elfe (Seal)
Mary Jane Pittman (Seal) Maurice Simons (Seal)
Signed Sealed and delivered (the words office "all or children

201 being first intitled, and the words "the" and "proposed"
erased, in the presence of William Elfe, Notary Public
State of South Carolina Charleston District. Person-
ally appeared before me William Elfe and made oath that
he saw Geo Elfe Junr. Mary Jane O'Hara and Maurice
Simons sign and seal this Instrument of Writing
as their act and deed for the uses and purposes
therein mentioned and that he with J. A. Hopkins
witnessed the same Sworn to before me this
10th of January 1830 J. A. Hopkins Jones Notary Public
State of South Carolina. Between Geo Elfe Jr. of the first
part, Mary Jane O'Hara of the second part and Maurice
Simons of the third part. Schedule of Estate Real and
personal secured by Settlement of same date on Mary
Jane O'Hara — Under the Will and Codicil of Thomas
Young, one sixth part of the wooden house and Lot No 18 Church
Street opposite the present Baptist Church one sixth share
of a family of negroes viz Jemmy and her four children viz Tom
and Tom meir Carpenters, Polly a Girl and Charles a Boy
a similar share in some family plate, one sixth of an un-
divided fourth of two tracts of land — viz one situated in the
back Country and the other at the Hornholes. All the above
subject to the life Estate of W^m Mary Maryzek Under
the Will and Codicil of Benjamin Maryzek One sixth
part of all that Plantation in the Parish of St James
commonly called the Brick Barn Plantation excepting
so much of the same as lies South of the Back River
Road (this part being devised by Stephen Maryzek to
his son Benjamin) and excepting also three hundred
acres being that part which lies most contiguous to the tract
of land called Rockford this part being devised by Stephen
to his son Alexander, which said Plantation called the Brick
Barn with the above exceptions was devised by Stephen to his
son Paul for life and after his death to his children, but
as he left none, it passed under the Will of Benjamin
Maryzek by which it was devised to Stephen for life,
after his death to his Widow W^m Mary Maryzek, and at her
death a second Marriage to be equally divided among
the children of Stephen so as that the share or shares of
a female child shall in value be each less than the
share of a male child by one fourth part the share

202 of a male child - One Sixth of one third of all the
negroes bequeathed by Benjamin Maryek to Stephen
Maryek and by Stephen to his three sons Paul, Benj
and Alexander, which said one third was given by
Stephen to Benjamin for life and after his death to his
children But should he die without children it was
then be distributable under the will of his grandfather
Benjamin among the children of Stephen so that should
he die without children Mary Jane would be entitled to
One Sixth - one Sixth of all the remainder of his Slaves
bequeathed by Benjamin to Trustees for the use of his
Son Daniel for life, after his death to be equally divided
among his children Under the Will of Stephen Maryek
one fourth of a Morsity of all that lot of Marsh land
at the West End of Queen Street containing about
450 feet upon Queen Street and short Streets and about
225 in depth from one of the said Streets to the other which
is devised by Stephen to his three daughters of whom
Mary Jane is one, and to his son Alexander as tenants
in common which half is subject to the life Estate
of Mr. Mary Maryek A Legacy of Six Thousand
Dollars bequeathed by Stephen to each of his daughters
also two Negro girls to be chosen by them - Under the
Will of Paul Ravenel Maryek all his Estate Real and
Personal (subject to a legacy of two Hundred dollars
to his Brother Benjamin devised and bequeathed by
Paul to his Sister Mary Jane should the same to adjudge
a legal Will - if not the one Sixth of all his Estate real &
personal conveyed in Trust for his Mother brother and
Sisters should the said deed be adjudged irrevocable
Also all other property Real or Personal whether in pos-
session remainder reversion or otherwise to which the
said Mary Jane is now or may at any time hereafter
be entitled to or interested in under the above wills
Codicils deeds or in any other manner Given under
our Hands and Seals this fourth day of January in
the Year of our Lord One Thousand Eight Hundred and
Thirty Six Elfe J. Sealy Mary Jane Witham Seal Maurice
of Wm. Elfe V. Hopkins - State of South Carolina Charle-
ton District Personally appeared before me Wm Elfe
and made Oath that he saw Geo. Elfe, Mary Jane

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Othana and Maurice Simons sign and seal this before me and that he with J. A. Hopkins witnessed the same
 Sworn to before me this 15th day of January 1830
 Tho^s Simons Jones Notary Public - Recorded
 this Seventeenth day of January 1830 -

The State of South Carolina. This Indenture tripartite
 made on the fourteenth day of January in the Year of our
 Lord One Thousand Eight Hundred and thirty Between Sam^l
 Henry Hamelton of the Parish of Saint Charleston
 District State aforesaid of the one part, Susan Matthews of
 the said Parish and District aforesaid, of the second part
 and Wm Henry English of the City of Charleston
 in the State aforesaid of the third part Witnesseth
 that Whereas Robert Matthews the Father of the said
 Susan departed this life on the Twenty third day of November
 in the Year of our Lord One Thousand Eight Hun-
 dred and Twenty Seven, in the possession in fee of a
 considerable Estate both real and personal, to wit, of
 the real Estate, he was possessed in the Parish of Saint
 James' Goose Creek of _____ acres, more or less
 situated about twenty one Miles from the City of Char-
 leston, and in the Parish of Saint Stephens of _____
 Acres more or less situated about thirty four Miles from
 Charleston; and of personal Estate sixty four (64) negroes
 Stock, Household furniture and plantation utensils
 And Whereas the said Robert Matthews died intestate
 and left surviving him a wife Alice Matthews and
 Seven Children, to wit Susan aforesaid, Caroline Emeline
 Louisa, Thomas Milward, Francis Theodore, Charles Cornelius
 Hutchinson and Robert Allen. And Whereas the said
 Alice Matthews has recently departed this life, to wit on
 the second day of December in the Year of our Lord
 One Thousand Eight Hundred and Twenty Nine, having
 made no disposition, either by a last Will and Testament
 or otherwise of the proportion of the Estate of the said
 Robert Matthews deceased to which she the said Alice
 had become entitled under the provisions of the act
 of Assembly for the distribution of Intestate Estates
 Whereby the whole Estate of Robert Matthews becomes
 distributable under the provisions of the aforesaid act
 among the Children of the said Robert and Alice

254 Matthewes share and Share alike, and according
the aforesaid Susan is entitled to the one seventh of each
of the aforesaid tracts of Land; and the like proportion
of sixty four Negroes stock; household furniture &
plantation utensils All of which it is contemplated
to have meted out and parted to her by suing out
a petition for writ of Partition either in the Court
of Common Pleas or Court of Chancery under the
provisions of the Act of Assembly in such case
made and provided. And whereas a marriage is
intended to be shortly had and solemnized between the
said Samuel Henry Hamilton and the said Susan
Matthewes, upon the contract of which Marriage
the said Samuel Henry Hamilton hath agreed that
if the same shall take effect that then notwithstanding
the said Marriage, he, the said Samuel Henry
Hamilton his heirs Executors Administrators and
 assigns shall not nor will intermeddle with, or have
any right title or interest, either in Law or Equity
other than as their Executor or Administrator, ac-
cording to the nature of the different Estates in to
any part of the said proportion of the said Susan
to the Estate of her father the said Robert Matthewes
except to the rents issues and profits of the messuages
or tenements and tracts of Land above recited; which
rents issues and profits are here by intended to accrue to
the said Samuel Henry Hamilton during the time or
period the said Messuages or tenements and tracts
of Land shall be owned by the said Susan; nor to
the Negroes or any part of them except to their
wages and hire and labour, which wages and hire &
labour are likewise to accrue to the said Samuel Henry
Hamilton during such time as the said negroes may
be owned by the said Susan, nor to any appurtenance
in money which may be made by Commissioners in
Partition; but the same both real and personal
shall remain continue and be to the said Susan as
her separate and distinct Estate, the usufruct being in
the said Samuel Henry Hamilton for and during the
period the said Estate being in the said Susan as aforesaid.
Now This Indenture Witnesseth that for
the making said agreement effectual in the Law, and

205 for preserving the said proportion, to wit, one Seventh of the
Lands belonging to the said Estate of Robert Matthews as
well as the like proportion of the negroes, Stock, Household
furniture and plantation utensils, or any apportionment
in money which may be awarded by Commissioners in
partition to for and as the separate Estate of the said
Susan Matthews and so that the same shall not be
in the power or disposal of the said Samuel Henry
Hamilton, his heirs Executors Administrators or assigns
Ne the said Samuel Henry Hamilton doth for himself
his heirs Executors and Administrators and for every of
them covenant promise and agree to and with the
said William Henry Ingleby his Executors and Adminis-
trators by these presents that Notwithstanding the said
intended Marriage shall take effect all the lands or
apportionment in money in lieu thereof which may be awarded
by Commissioners in partition Also the negroes or appor-
tionment in money which may be in the like manner
awarded as well as the Stock Household furniture &
plantation utensils All whatsoever both real and personal
of whatsoever kind or character that shall be accounted
reckoned and taken except the usufruct as aforesaid as a
separate and distinct Estate of and from the Estate of him the
said Samuel Henry Hamilton and be in no wise liable
or subject to him, or to the payment of any of his debts or
contracts or incumbrances whatsoever, but shall be
held by the said William Henry Ingleby his Executors and
Administrators In Trust for the said Susan Matthews
her heirs and assigns forever And the said Samuel Henry Hamil-
ton doth for himself his heirs Executors and Administrators
further covenant promise and agree that notwithstanding
the Coverture of her the said Susan, and whether she be
covert or discover the the said Samuel Henry Hamilton
will legally sanction and approve of whatsoever disposal
of the said proportion of Robert Matthews Estate coming
to the said Susan or to such alienation thereof as she the
said Susan shall by any deed or deeds writing or writings to
be by her sealed and delivered in the presence of three or
more credible Witnesses or by any writing or writings pur-
porting to be her last Will and Testament, or by her last
Will and Testament to be by her duly executed in the presence
of the like number of Witnesses (which deed writing

256 or Will she the said Susan whereby enabled and empow-
ered to make, whether covert or discover, give direction
and appoint, And the said Samuel Henry Hamilton
is to have, nothing to do or intermeddle therewith other
than to manage and conduct the same, while owned
by the said Susan to the best advantage, and have
the usufruct as aforesaid and as her Executor or admi-
nistrator according to the nature of the different
Estates And the said Samuel Henry Hamilton Susan
Matthewes doth hereby for himself and herself his and
her heirs Executors and Administrators covenant promise
and agree to and with the said William Henry English by
his Executors and Administrators in manner and
form following, that is to say that he the said Samuel
Henry Hamilton and she the said Susan Matthewes
for himself and herself his and her heirs Executors
Administrators and assigns shall and will at the
proper Costs and charges of him the said Samuel
Henry Hamilton and her the said Susan Matthewes
from time to time and at all times hereafter upon
the reasonable request of the said William Henry
English by his Executors and Administrators, make do and
execute all such reasonable deeds acts things & desires
for the purpose in the first place of effecting a partition
of the Estate of Robert Matthewes as aforesaid and for
the purpose of more effectually carrying into execution
the intent and purpose herein aforesaid as by the said
William Henry English by his Executors or Administra-
tors or his or their Counsel learned in the Law shall be
advised devised or required And the said Susan Mat-
thewes by and with the consent and approbation of the
said Samuel Henry Hamilton her intended Husband
and party hereto, and in consideration of the sum of one
Dollar in hand paid the receipt whereof is hereby
acknowledged she the said Susan Matthewes hath
given granted bargained and sold and by these pre-
sents doth give grant bargain sell and deliver unto
the said William Henry English by his Executors admi-
nistrators and assigns all and singular the aforesaid
proportions of Robert Matthewes Estate which she the
said Susan Matthewes will be entitled to as hereinafter
and portion, To Have and to Hold to him the said

25 William Henry Inglesby his Executors administrators and assigns forever. In Trust always for the proper benefit & behoof of the said Susan Matthews her heirs Executors Administrators and assigns and subject to the covenants therein before mentioned And it is hereby further covenanted, promised and agreed to by all the parties hereto that if the said Susan shall during any period of her life see cause or occasion to change the aforesaid property both real and personal or any part of either, into other property, then the said other property to be under the like limitations and restrictions as hereinbefore specially set forth, the usufruct being in the said Samuel H. Hamilton during the ownership thereof in the said Susan. In Witness whereof all the parties have hereto set their Hands and Seals the day and Year first before written - Samuel Henry Hamilton (Seal) Susan Matthews (Seal) Wm H. Inglesby (Seal) signed sealed & delivered in our presence Andie Smylie Wm Mackley Sec State of South Carolina. Charleston District. Personally appeared before me Wm Mackley Sec and made oath that he saw the within named Samuel Henry Hamilton Susan Matthews and William H. Inglesby sign and seal the within Instrument of Writing as their Act and deed and that he with Andie Smylie witnessed the execution thereof & sworn to before me this first day of February 1830. John Ward N.P. Recorded this 1st Feb'y 1830.

Charleston Feb'y 3rd 1830 I the within Thos H Deas by virtue of the power within given do hereby relinquish the within trusts, and do also assign transfer over all my right title interest and Estate in the within deed unto J Drayton Dawson (appointed Trustee in my stead) his heirs Executors Administrators & assigns subject nevertheless to the several provisions provisions limitations and trusts contained in the within deed Thos H Deas (Seal) Feb'y 3rd 1830 We the said Betavins H Dawson of Caroline H Dawson by virtue of the power within contained (Thos H Deas having) relinquished the within trusts do hereby nominate and substitute J Drayton Dawson as Trustee in the place of the said Thomas H Deas. H Dawson (Seal) Caroline H Dawson (Seal) Feb'y 3. 1830 I the said J Drayton Dawson appointed and substituted trustee in the place & stead of the said Thos H Deas do hereby accept the within

See Marriage Settlement & will for 2356242.

268 Trusts. J Drayton Dawson Seal) The above transfer
ment appointment and acceptance signed in the
presence of Daniel Huger Mary A Dawson State of South
Carolina Charleston District. Personally appeared before
me Daniel Huger and made oath that he saw Thos
Deas sign and seal as his act and deed the above trans-
fer and assignment, and that he also saw Oth Dawson
Caroline H Dawson sign and Seal the above appointment
as their act and deed and that he also saw J Drayton Dawson
sign and Seal as his act and deed the above acceptance of
Trust and that he with Mary A Dawson witnessed the
same Sworn to before me this 4 day of Feb'y 1830. Maurice
Simons Jr. Not. Pub. Recorded this 4th day of Feb'y 1830-
Feb'y 3rd 1830. I the within Thos A Deas by virtue of the power
within given do hereby relinquish the within Trusts, and I
do also assign transfer and set over all my right title interest
and Estate in the within deed unto J Drayton Dawson
appointed Trustee in my stead / his heirs Executors admini-
strators and assigns subject nevertheless to the several
powers provisions limitations and trusts contained in
the within deed Thos A Deas (Seal) Feb'y 3rd 1830 We the said
Octavius H Dawson and Caroline H Dawson by virtue of
the power within given, Thos A Deas having relinquished
the within trusts do hereby nominate and substitute J
Drayton Dawson as Trustee in the place and stead
of the said Thos A Deas Oth Dawson (Seal) Caroline H Dawson
The said J Drayton Dawson appointed substituted Trustee
in the place & stead of the said Thos A Deas do hereby accept
the within trusts J Drayton Dawson (Seal) Feb'y 3rd 1830-
The above transfer, assignment appointment & acceptance
signed in the presence of Daniel Huger Mary A Dawson
State of South Carolina Charleston District Personally appeared
before me Daniel Huger and made oath that he saw Thos
A Deas sign and seal as his act and deed the within trans-
fer and assignment and that he also saw Oth Dawson and
Caroline H Dawson sign & Seal the within appointment as their
act and deed and that he also saw J Drayton Dawson
sign and Seal as his act and deed the within acceptance
of Trust and that he with Mary A Dawson witnessed
the same, Sworn to before me this 4th day of February
1830 Maurice Simons Jr. Notary Public. Recorded this 4th day of February 1830-

209 State of South Carolina - This Indenture of three parts
made the Seventh day of January in the Year of our
Lord One Thousand Eight Hundred and Thirty and in the
fifty fourth Year of the Sovereignty and Independence of
the United States of America Between Anna Dexter of
the City of Charleston in the State of South Carolina widow
of the first part, Robert Norving of Charleston aforesaid
of the second part and Tho^s Fiske of the same place
Trustee for the purposes hereinafter mentioned and expressed
of the third part, Witnesseth that whereas a marriage
is intended to be shortly had and solemnized Between
the said Robert Norving and the said Anna Dexter
And whereas the said Anna Dexter is in her own
right possessed of the following property to wit Three shares
in the Planters & Mechanics Bank, Two shares in the
South Carolina Bank and an entire Stock of Goods
consisting of Groceries in a Store at the Corner of Smith
Lane and King Street in the City of Charleston aforesaid
and also of the following furniture to wit, One Side Board
one set of Drawers, Two Bedsteads, Two feather Beds and
Three Mattresses and Bedding for each, one dozen of Chairs
one dozen Silver spoons, two Sets of China, two Sets of
Pots, Irons & Shovel and Sings for each, Kitchen Furniture
Four Mahogany Tables, Two looking glasses, two Sets of
Candlesticks, two Carpets, Glass Ware and Clothing, one
Watch, Two Gold Chains and Seals and Keys belonging to
them, Three pictures, Table Linen and Bed Linen &c
Whereas from Prudential motives it has been deemed
proper and expedient for the aforesaid Bank Shares
Stock in said, Furniture and all the property and effects
above named and designated to be conveyed and assigned
by the said Anna Dexter to the said Tho^s Fiske by and
with the consent and approbation of the said Robert Nor-
ving (testified by his joining in the execution of these presents,
in the trust hereinafter mentioned and contained of and
concerning) the same Now This Indenture Witnesseth
that in Pursuance of the said agreement and in Contem-
plation of the said intended marriage and also for and
in consideration of one dollar to be in hand paid at &
before the Sealing and delivery of these Presents the
receipt whereof she doth hereby acknowledge she the
said Anna Dexter hath granted bargained & sold given

270 transferred and set over, and by virtue of these presents
Doth grant bargain sell, assign transfer and set over unto
the said Thos^r Fiske the Three Shares in the Planters &
Mechanics Bank and the Two Shares in the South Caro-
lina Bank above particularly named, and also the entire
Stock of Groceries above particularly mentioned & designated
and also all the furniture Plate Goods and Chattels above par-
ticularly enumerated and set forth To Have and to Hold
the said Three Shares in the Planters & Mechanics Bank
the said Two Shares in the South Carolina Bank above
particularly designated, together with the entire Stock of Gro-
ceries above named, and also all the furniture, plate, Goods
and Chattels above named described and set forth unto him
the said Thos^r Fiske, his Executors and Administrators In
Trust for the said Anna S Dexter until the said Marriage
shall be had and solemnized, and immediately after the
solemnization thereof In Trust for the Sole Separate
and exclusive use of the said Anna S Dexter during the
joint lives of the said Robert M Lovering and the said
Anna his intended wife, and after the death of either for
the sole use of the survivor during his or her natu-
ral life, and immediately after the death of such survi-
vor, In Trust for the Child or Children of the said Marriage
and the present Children of the said Anna S Dexter that
may be then living for their equal use and benefit - but if
either of them the said Robert M Lovering, and the said
Anna S Dexter his intended wife (as the case may hap-
pen to be) shall depart this life and there shall happen to
be no child or children of the said Marriage then living,
nor any of the present children of the said Anna S Dexter
then living, then in such case the whole of the property here-
before mentioned and particularised shall immediately on
the happening of that contingency become absolutely
vested in such survivor, his or her Executors Adminis-
trators and assigns, to his, her and their only proper use
and behoof forever freely and completely discharged of
and from all further trust whatsoever, and on what was
the trust and confidence hereby reposed in the said
Fiske or such Successor to him, as may be appointed ac-
cording to the provisions hereinafter mentioned shall be
all intents and purposes whatever cease, and become null
and void And it is hereby understood and provided

that the said Robert N. Lovering during the joint lives of himself and of the said Anna his intended wife and during the time that he may happen to survive her may be permitted to assist in the management and improvement of the property herein mentioned and hereby conveyed, which transactions shall only be as agent for the better conducting of the property - and it is hereby provided that no part thereof shall during the times be liable to be in any wise taken, levied on or seized for the satisfaction of any debt due or demand that may be owing by, or be brought or issued against them the said Robert N. Lovering. And it is hereby further declared to be the intent and meaning of the parties and of these presents that the said Thos. Fiske shall not be in any manner accountable for the act or acts of the other parties, or liable to make good any more of the Estate than what shall really and bona fide come into his hands or custody, and that he shall be reimbursed and satisfied out of said Estate for all such necessary and reasonable charges and expenses as he shall sustain or be put to by reason of being made a party to these presents, or transacting any thing pursuant thereto. And also it shall and may be lawful to and for the said Fiske as Trustee at any time from and after the intended Marriage shall take effect, to commence any action or suit in Law or Equity against any person or persons for the recovery of any sum or sums of money due or to become to the said Trust Estate as aforesaid. And it is hereby further declared and agreed for the purpose of carrying the Trust and confidence hereby reposed in the said Thos. Fiske into full and complete effect that she the said Anna L. Dexter with the consent and approbation of the said Robert N. Lovering, and the said Robert N. Lovering on behalf of himself have and each of them hath, and by these presents do and each of them doth nominate, constitute & appoint the said Thos. Fiske their attorney and their attorney of each of them. And the said Robert N. Lovering and Anna his intended Wife do hereby covenant and agree with the said Thos. Fiske that they and each of them whenever it shall be necessary and proper for the same to be done shall and will sign seal and deliver such other deed or deeds for the perfection hereof as shall be expedient

272 and requisite. And the said Tho Fiske hereby accepts the Trust and confidence conferred and reposed in him by virtue hereof. In Witness whereof the said parties to these presents have hereunto interchangeably set their hands and Seals the day and Year first above written Rob^t. A. Lovering (Seal) Ann S^r Dexter (Seal) Tho Fiske (Seal) per Sealed and delivered in presence of us Wm Young Ch^r. Bundoct. State of South Carolina Charleston District. Personally appeared before me Wm Young and made oath that he saw Rob^t. A. Lovering Ann S^r Dexter and Thomas Fiske sign and seal this Marriage Settlement and that he with Charles Bundoct witnessed the same Sworn to before me this 22^d day of January 1830. W. Young & Not. Pub. Recorded this 4th Feby 1830

North Carolina. Charleston District. An Indenture made on the second day of February in the Year of our Lord Eighteen Hundred and Thirty by and between Wm R. Smith Doctor of Medicine of Madison County in the State of Virginia of the first part, W^m Mary Middleton of the Parish of St Jamesantee in the State of South Carolina of the second part and John Eadsden of Charleston South Carolina of the third part Whereas the late John Middleton of St. Jamesantee planter by his last Will and testament duly executed did give and bequeath to his beloved wife Mary Middleton an annuity of Three Thousand dollars per annum to be paid from the period of his death so long as the said Mary Middleton may live; and whereas the said John Middleton departed this life on the day of June in the Year of our Lord Eighteen Hundred and Twenty Six; and the said Will was duly proved by his Executors on the twenty ninth day of June in the ^{same} Year and whereas the said Mary Middleton is entitled to the said Annuity of Three Thousand dollars and also to the Arrears of such part thereof as still remains unpaid with interest thereon and whereas by a decree of the Court of Equity for Charleston District on the twenty ninth day of January in the Year of our Lord One Thousand Eight Hundred and thirty, it was decreed that the qualified Executor of the said Will should pay to the said W^m Mary Middleton for the space of time Years Two Thou

dollars in part of her annuity and should pay the arrears of her annuity with interest thereon at the expiration of the above period or sooner if the liberation of the Estate from debt should authorize it, and whereas a Marriage is shortly intended to be solemnized between the said Dr. Wm R Smith and the said Mrs Mary Middleton and upon the treaty of said Marriage it was agreed between the said parties that the said Annuity with all the arrears thereof, now due or to grow due, with the interest thereon should be secured to the use hereinafter mentioned Now This Indenture Witnesseth that the said Mr Mary Middleton in consideration of the said intended Marriage and of the premises and of one dollar to her in hand paid by the said Dr Wm R Smith the receipt whereof she doth hereby acknowledge and for divers other considerations her therunto moving and by and with the consent and approbation of the said Dr Wm R Smith, testified by his signing and sealing, these presents hath bargained sold assigned and transferred and doth hereby bargain sell assign and transfer unto the said John Cadogan the said annuity of Three Thousand Dollars per annum and all arrears thereof now due or to grow due and all interest due or to fall due upon the same to have and to hold the same to the said John Cadogan his Executors Administrators and assigns, But nevertheless upon the trusts and to the intent and purposes hereinafter expressed viz To receive from the Executors of the late John Middleton the Two Thousand Dollars per annum decreed to be paid during Nine Years and all interest on the arrears of the annuity which may be paid from time to time, and to pay over the same as soon as it shall be received to the said Mr Mary Middleton for her sole & separate use upon her separate receipt as a discharge to the Trustee and upon this further trust to receive the arrears of the said annuity at the time or times the same may be paid by the said Executors and the same to invest forthwith in such Bank Stock or public Securities as the said Dr Wm R Smith and Mr Mary Middleton by any writing by them both

274 may direct and to receive from time to time the net dividends and profits of such Bank Stock or public Securities and to pay over the same to the separate use of the said Mrs Mary Middleton during her life upon her separate receipt; holding the said principal in Bank Stock or public Securities for the purpose of receiving and paying over the dividends as aforesaid and after the death of the said Mary to such uses as the said Mrs Mary Middleton at any time during her life may by any writing testamentary appoint. And upon this further trust that the said John Cadsden shall and may sell and dispose of the said Bank Stock or public Securities from time to time whenever they the said Dr Wm R Smith and Mrs Mary Middleton shall by their joint writing under their hands and seals so direct; and the proceeds of such sales invest in such other manner in personal Securities or in real or personal Estate to the aforementioned uses or to such uses or upon such trusts as they shall by such writing under their hands and seals direct. And the said Dr Wm R Smith doth hereby covenant and agree that the said Mrs Mary Middleton may notwithstanding her coverture at any time in her life time have power to make an appointment by any writing testamentary and thereby to appoint and name the person and persons who shall be entitled to have the said principal or fund in the said Bank Stock or public Securities or other property purchased with the proceeds thereof and the interest or income after her death; and then by virtue thereof it shall be lawful for such person or persons to receive the same of the trustee and discharge him thereof. And it is hereby declared and agreed that in case the said John Cadsden the Trustee should die or should be desirous of relinquishing the trusts aforesaid at any time before they shall be fully executed, it shall and may be lawful to and for the said Dr Wm R Smith and Mrs Mary Middleton his intended wife during their joint lives or for the Survivor to nominate some other fit and proper person or persons to be a new trustee or Trustees for the purposes aforesaid. And it is hereby declared and agreed that in case the devisees of the Estate of the said John Middleton should at any time propose to commute the said Annuity by paying therefore a principal sum absolutely, the said John Cadsden Trustee or any Trustee that may be substituted for him shall

275 he empowered with the consent and approbation of
the said Dr. Wm R Smith and of the said Mr. Mary Middleton
expressed in Writing to make a commutation of the said
annuity for a principal sum to be secured and held
subject to the trusts before expressed in this deed, and
to invest the said fund in any property real or personal
or any Bank Stock or Public Securities, as may be
directed by the said Dr. Wm R Smith and Mr. Mary
Middleton, by any writing to be signed by them both;
the property so purchased to be held to such uses as
Mr. Middleton by any deed during her life time or by any
writing testamentary may appoint. Witnesses whereof
the parties hereto have set their hands and
Seals on the day and in the Year first above written.
(Ym R Smith Seal) Mary Middleton Seal John Gadsden
(Seal) Sealed and delivered in presence of Wm Washington
N. R. Middleton - State of South Carolina Charleston Dist.
Personally appeared before me N. R. Middleton and made
Oath that he saw Wm R Smith Mary Middleton and
John Gadsden sign and seal this Instrument of Writing
for the uses and purposes therein mentioned and that
he with William Washington subscribed their names as
witnesses to the same. Done in to before me this 5th day
of February 1830. John Ward, C. P. Recorded this
Fifth day of February A.D. 1830.

State of South Carolina This Indenture of four
Parts made and executed this seventeenth day of Decem-
ber in the Year of our Lord One Thousand Eight Hundred
and Twenty Nine, by and Between Elizabeth Ann Maner
Spinster, of the first part, William Morgan and John Riley
Esquires of the second part, Elizabeth Maner, Widow and
Benjamin R. Bostick Esq of the third part and Saml
Mann and Pascha Robert Maner Esquires of the fourth
part: Whereas the said Elizabeth Ann Maner is at the
date of Sealing and delivery of these presents seized and
possessed in her own right in fee of the real Estate here-
inafter more particularly mentioned and described, to
wit, the following plantations or tracts of Land devised
to the said Elizabeth Ann Maner in and by the last
Will and Testament of her father William Maner
Esquire, late of St. Peter's Parish in the State aforesaid.

575 Planter deceased - that is to say, two Tracts of Land
situate lying and being in St Peter's Parish aforesaid
Petioen Pahachocola Landing, and the Nottoway canal
way which said two tracts of Land were purchased from
Bulledge and are designated in a plat drawn by Rezekiah
Roberts by the Numbers No 1 & 2 One and Two - also one
other Tract described in the said Will as having been
purchased from Markley, and containing four hundred
and forty acres And whereas also the said Elizabeth Ann
Maner is entitled under and by virtue of the said Will
of her said father, to an equal portion with his other children
of the residue of his personal Estate and Effects not specifi-
cally bequeathed in and by his said Will, which said
portion has not hitherto been admeasured or allotted to the
said Elizabeth Ann Maner from the said residue, but
partition yet remains to be made of the same, And
whereas the said William Maner deceased in and by his
last Will and testament aforesaid, did appoint the said
Elizabeth Maner and Benjamin R Postick guardians during
her minority of his daughter the said Elizabeth Ann
Maner, who hath not yet attained her full age of
twenty one Years And whereas lastly a Marriage is, by
and with the consent of the said Elizabeth Maner and
Benⁿ R Postick intended to be shortly had and Solemnized
Between the said Elizabeth Ann Maner and the said
William Morgandollar Riley, and the said William
Morgandollar Riley is willing and desirous that the said
Elizabeth Ann Maner should so settle and secure the said
Real and Personal Estate and premises aforesaid, as to pro-
vide for her future maintenance; Now this Indem-
nity Witnesseth, that the said Elizabeth Ann Maner for and
in consideration of the said intended Marriage and also
in consideration of the sum of two dollars to her the
said Elizabeth Ann Maner in hand paid by the said Sam^l
Maner and Rappa Robert Maner stand before the sealing
and delivery of these presents (the receipt whereof is
hereby acknowledged) and by and with the consent of the
said Wm Morgandollar Riley, and by and with the con-
sent of the said Elizabeth Maner and Benjamin R
Postick signified by his and their being respectively
parties to these presents, and joining in the due execution
of the same hath granted bargained sold and released

277 and by these presents doth grant bargain sell and release unto
the said Samuel Maner and Rapha Robert Maner the several
plantations and tracts of land herebefore mentioned and
described together with all and singular the rights
members and hereditaments to the said premises belong-
ing, or in any wise incident or appertaining to have
and to hold the said plantations and tracts of land
and the appurtenances to them the said Samuel
Maner and Rapha Robert Maner, and to the surviv-
or of them, and to the heirs of such survivor forever.
In Trust nevertheless and to for and upon the uses
purposes and trusts hereinafter declared of and
concerning the same; and to and for no other uses
purposes and trusts whatsoever. And the said
Elizabeth Ann Maner for the same consideration
and with the like consent as herein before men-
tioned, hath granted bargained sold assigned,
transferred and set over and by these presents
doth grant bargain sell assign transfer, and set
over unto the said Samuel Maner and Rapha
Robert Maner all her right title interest and Estate
of, in and to a portion of the personal Estate of her
father the said William Maner deceased and all
her right interest and claim thereto by virtue of the
last will and Testament of her said father or otherwise
and all accounts reckonings charges claims and
demands relating to the same, and all remedies in
Law or Equity for the recovery of the same or any part
thereof. To have and to hold the said last mentioned
premises to them the said Samuel Maner and Rapha
Robert Maner, and the Survivor of them, and the Execu-
tors and Administrators of such survivor forever. In
Trust nevertheless and to, for, and upon the uses, pur-
poses and trusts hereinafter declared of and concerning
the same, and to, and for no other uses purposes trusts
or intents whatsoever - that is to say, the several premises
hereinbefore conveyed or intended to be conveyed to the
said Samuel Maner and Rapha Robert Maner shall
at all times hereafter be subject to the following Trusts
to wit. In Trust that they the said Samuel Maner
and Rapha Robert Maner shall hold the same
to the use of the said Elizabeth Ann Maner.

278 for and until the said intended Marriage shall be duly solemnized; and from and after the said Marriage shall be solemnized then In Trust during the continuance of the said Marriage, and until the same shall be determined by the death of one or other of them the said William Morgan dollar Riley and Elizabeth Ann Maner to permit and suffer the said William Morgan dollar Riley to possess use occupy and controul and direct the management of the said several plantations and tracts of land and the appurtenances, and that without impeachment of or for any manner of waste and to receive the rents issues and profits thereof for the joint use benefit and maintenance of them the said William Morgan dollar Riley and Elizabeth Ann Maner and also to permit and suffer the said William Morgan dollar Riley to procure partition to be made of the personal Estate aforesaid of the said William Maner deceased, and to ask demand sue for recover and possess the portion thereof aforesaid of the said Elizabeth Ann Maner and to ask, demand sue for and recover all accounts reckonings, charges, demands, claims and monies, to which the said Elizabeth Ann Maner was, is, or may or shall be entitled for or by reason of the same, and to direct and controul the application and management of the same when so recovered and possessed; and to receive all ^{rents issues} wages, interests profits and emoluments arising or to arise therefrom for the joint use benefit and maintenance of them the said William Morgan dollar Riley and Elizabeth Ann Maner And from and immediately after the death of either of them the said William Morgan dollar Riley and Elizabeth Ann Maner, then In Trust for the survivor of them the said William Morgan dollar Riley and Elizabeth Ann Maner and the heirs Executors Administrators and assigns of such survivor forever free and discharged of and from any other and further trust forever Provided always and it is the true intent and meaning of the parties to these presents, that the said William Morgan dollar Riley and Elizabeth Ann Maner shall at all times hereafter have full power by and with the consent and approbation of the said Samuel Maner

279 and Rapha Robert Maner to be signified by their joining
with the said William Morgan, John Riley & Elizabeth
Ann Maner to sell transfer and convey all or any
part of the premises, and to lay out the proceeds in other
Good Estate upon the same trusts as are herein before
declared of an concerning the premises In Witness
Whereof the said parties have hereunto set their hands
and seals this day and Year first above written -
E A Maner (Seal) W M Riley (Seal) E Maner (Seal) B
R Bostick (Seal) Samuel Maner (Seal) R R Maner (Seal)
Signed Sealed and delivered in the presence of the sub-
scribers the words "of such survivor" being first interlined
on the third page and a slight erasure at the words
"of the same" being noticed on the same page E Martin
Jas. Porcher - South Carolina Beaufort District. Personally
appeared before me Jas Porcher who being duly sworn depo-
seth that he was present and did see the within named
E A Maner, W M Riley, E Maner, B R Bostick, Samuel
Maner & R R Maner sign seal and as their act and deed deliver
the within Instrument of Writing to and for the purposes
therein mentioned and that he with E Martin were
subscribing witnesses thereof, sworn to before me this
25th January 1830. At Archer In Ex officio. Jas Porcher
Register of Means Conveyance office. Beaufort District
I certify that the within deed is duly recorded in said office
in Book No 10 folios 66. 67. 68 & 69 this 26th January 1830 -
At Archer Reg. M. C. B. D. - Recorded this 17 February
1830

South Carolina. This Indenture of Three parts made and executed
the twenty fourth day of November in the Year of our Lord
One Thousand Eight Hundred and twenty Nine Between Sam-
uel Jackson Esq. of Davidson County in the State of Tennessee Esq.
of the first, Frances Middleton of Charleston Trustee of the
second part, and Edward Rutledge Pinckney of St James Santee
Esq. The Honorable James Hamilton of Charleston, and John Middle-
ton of the Navy of the United States Esquire of the third part
Whereas the late John Middleton of St James Santee Esquire
by his last Will and Testament in Writing, bearing date the twenty
Ninth day of June in the Year of our Lord One Thousand Eight
Hundred and Twenty one gave all the residue of his Estate
after payment of debts and legacies to his children John Middleton
Frances Middleton Thos Pinckney Middleton Jacob Middleton

In Chancery - It is ordered and decreed that Arthur Middleton of
Charleston District - Charles Bonny - Henry - 16th of the 10th of Tennessee
and others

Rebecca Middleton, Elizabeth Laura Middleton and such
other children and others should afterwards be born equal
to be divided between them. But in case any of the said
Children should die under the age of twenty one Years
without having such a child to the survivor or sur-
vivors of them And whereas the said John Middleton
afterwards joined this age, leaving the said John
Middleton, Francis, Robert, Rebecca and Elizabeth
Laura and William and Francis Middleton him surviving
by nature of which said John the said Francis Middleton
on claiming an appoportionment of one Year will be entitled
to one Year and some give the half of the residue of her
said father's Estate and to receive a Marriage intended
to be shortly had and solemnized Between the said John
Middleton and Frances Middleton; and upon the treaty
of the said Marriage it has been agreed that the por-
tion and portion which the said Frances Middle-
ton now is or hereafter may be entitled under and
by virtue of the for said devise and bequest of the
said John Middleton should be limited or
set off to the said Frances Middleton and Frances
Middleton during their joint lives and to their issue
as heirs of the said John Middleton. This indenture
Witnesseth that in pursuance of the said agreement
and in effecting and carrying the same into execution and
in consideration of the said intended Marriage. It is hereby
covenanted, declared and agreed by and between the said
parties in manner following that is to say the said Samuel
Jackson and his Executors and Administrators
doth Covenant and agree to and with the said Edward
Middleton, Frances Laura Hamilton and John Mid-
dleton that after the solemnization of the said intended
marriage and after the said Frances Middleton shall have
attained the full age of twenty one Years he the said
Samuel Jackson and the said Frances Middle-
ton shall and will by good and sufficient deed con-
vey and cause the said part and purparty of the
said Frances Middleton of and in the Estate of her
father to the following uses that is to say to the use
of the said Samuel Jackson and Frances Middleton
during their joint lives and after the determination
of that said Estate to the survivor of them

the said Samuel Jackson Hays and Frances Middleton during life, and after the decease of either or both of them the said Samuel Jackson Hays and Frances Middleton to the use of the children of the said intended Marriage equally to be divided among them, the part or share of such of them as shall be deemed to be assigned or vested in him or them at the or their age of twenty one Year, and the part or share of each of them as shall be a daughter or daughter, to be paid to her or them at her or their age or respective ages of twenty one years or day or respective days of marriage which shall first happen. Reserving to the said Samuel Jackson Hays and Frances his intended Wife or the survivor of them power and authority by and with the consent of the said Trustees or of the survivor or survivors of them of such trustee or trustees as may be hereafter substituted in their place to sell the Estate so to be sold in and pay thereof and lay out the purchase money upon the same Trust. And in case it shall happen that there shall be born or shall a Child or Children of the said intended Marriage, or being such they shall all die in their life time, then the said Samuel Jackson Hays and Frances his intended Wife, or the survivor of them without alleging force, then and in such case all and singular the lands, Tenements and Estates shall go and pass to and vest in the survivor of them the said Samuel Jackson Hays and Frances his Wife his or her heirs Executors or Assigns. In Witness Whereof the Parties to these presents have thereunto set their hands and affixed the Seal of the said Frances Middleton Seal. Signed Sealed & delivered in the presence of us the undersigned Thomas Pinckney being first introduced before the Trustee and fourteenth lines of the first page. In the County of South Carolina State of South Carolina Personally appeared Thomas Pinckney Esq. who being duly sworn depose that he together with John G. Shadwell was personally present and saw the within named parties to wit Samuel Jackson Hays Esq. Frances Middleton, Edward Middleton Pinckney and James Hamilton Junior signed and as their act and deed delivered the within Indenture on the day and Year within mentioned. Sworn before

282 me this 22 February AD. 1830. Lewis Oruger J. F. Thomas
Pinckney Recorded this 22nd of February AD. 1830.

State of South Carolina Know all Men by these presents
that I Edward McGrady of the City of Charleston and State
aforesaid, am held and firmly bound unto Louisa Lane
widow of the same place in the full and just Sum of
Four thousand Dollars to be paid to the Said Louisa Lane
her certain Attorney, Executor, Administrator or assigns: to
which pay must well and truly to be made and come
I bind myself and each and every of my heirs, executors
and administrators firmly by these presents Sealed with
my Seal and dated the thirteenth day of November in
the year of our Lord One thousand eight hundred and
twenty nine and in the fifty fourth year of the Sovere-
ignty and Independence of the United States of America
Whereas a Marriage by Law permission is shortly to be
had and solemnized between the above bounden Edward
McGrady and Louisa Rebecca Lane only child of the
above named Louisa Lane, widow, and Whereas the Said
Louisa Lane is at present possessed of several Negro
Slaves secured to and settled upon her by a Marriage
Settlement made by her late husband at the time
of his intermarriage with her, and Whereas by reason
of the Said Marriage Settlement having been made
and recorded in the State of South Carolina and the
original not being in the possession of the Said Louisa
Lane it cannot be certainly ascertained in what Man-
ner the Said Louisa, R. Lane is interested in and
entitled unto the Said Slaves, or any of them, or whether
she be in any manner interested in and entitled unto
the same, by virtue of the Said Marriage Settlement
either at the present or hereafter upon any condition
limitation or contingency. Now the condition of the
above obligation is such. That if the above bounden
Edward McGrady doth well and truly convey assign
transfer and confirm unto two fit and proper
persons (as shall be agreed upon between the Said
Edward McGrady and the Said Louisa Lane) and
to the Survivor of them and the executor, administrator
and assigns of such Survivor, all the right title interest
and estate of the Said Louisa, R. Lane ⁱⁿ possession or

expectancy in and to the said Negro Slaves, More particularly
 hereafter named in a Schedule hereunto to be annexed, and
 of in and to all and every other property and estate which
 she the said Louisa, W. Lane May now or shall be here-
 after interested or entitled unto, to and upon the
 following Trusts, To wit, upon trust and confidence now then
 to be that they the said persons (Trustees) to whom the
 same shall be assigned transferred conveyed and confirmed
 their executors, administrators and assigns, will and shall
 suffer the said Edward McGrady and Louisa W. Lane
 (in the case the said Marriage shall be solemnized) to hold
 use possess and enjoy the said property of whatever descrip-
 tion to and at their joint use will and pleasure from
 and after the said intended Marriage for and during
 their joint lives and from and after the death of either
 to suffer the Survivor to use possess and enjoy the same
 to and for the joint benefit maintenance and support
 of such Survivor, and the children of the said intended
 Marriage, lawfully begotten, and upon the death of the
 said Survivor, in case there should be living any child
 ✓ Children or issue of the said intended Marriage, then
 to the said Children in equal proportions according to the
 Statute of distribution in case of intestacy, but should
 there be living no issue of the said intended Marriage
 of the death of such Survivor, then the said property to
 be disposed of according to the will and pleasure of the
 said Survivor, and in case of no disposition made, then
 to the right heir and legal representatives of such
 Survivor, then in such case and upon due and legal
 execution of all instruments and deeds necessary to
 effecting the same this Bond or obligation to be
 void and of none effect or else to remain in full
 force and Virtue. Edward McGrady (Seal)
 Sealed & delivered in presence of "Four Words in the 8th line first
 page & one letter in the 17th line 1st page being first erased
 or marked with a pen & a part of a word to wit "cution"
 first interlined over the 3rd line from bottom of 2nd page
 Ann. L. Wainor den. Henry Prescott
 Schedule of Property. One family of Negro Slaves, consisting of
 a Woman & five or six Children named as follow. Fanny the
 Mother and the Children. Rhoady, Abby, Doby, Frank and
 William And an infant named Betty over

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284 Edward McGrady, Louisa Lane, Witness Ann. C. Vannorden
Henry Trusest. South Carolina Charleston district
Henry Trusest. Being duly sworn Made oath that he
was present and saw Edward McGrady sign Seal
And deliver the foregoing Instrument of writing And that
he also saw Ed: McGrady & Louisa Lane sign the
Schedule herunto Annexed for the uses and pur-
poses therein Mentioned And that he with Ann
C. Vannorden witnessed the same Sworn to before
Me this 9th Feby 1830. John Ward N. P.

Recorded 9th Feby 1830

The State of South Carolina

This Indenture Tripartite made the eighteenth
day of March in the year of Our Lord One thousand
Eight hundred and thirty and in the fifty fourth
year of the Sovereignty and Independence of the United
States of America between Edward Kelly of the first
Part Ann J. Dore of the second Part and John
R. Satter by this Instrument made Master of the
third Part Witnesseth that Whereas a marriage
is intended to be had and solemnized between the
Edward Kelly and the said Ann J. Dore and it is
their Intention to come to her separate use and
dispose all her personal Property which consists of
One side board one set of Dining Tables one or two
and Working Table Three Pine Tables one candle stand
one wash stand two down chairs one Bureau one pair
of Looking Glasses one Dressing Glass two pair brass Andirons
Shovel Irons and Sander one iron set of Andirons Shovel and
Tongs two Mahogany Bedsteads one set Bedstead three
large Mattresses one small Mattress two feather Beds
three bolsters four Pillows one Marcellus quilt one
hemp quilt three coloured quilts four best spreads
three pair of Blankets four pair of linen Sheets six pair of
Cotton Sheets six pair of linen Pillow Cases four pair of
Cotton Pillow Cases six Cotton Cases two sets of Paravans
one set of Chimney Bed curtains two large damask table
Cloths four smaller table Cloths four Breakfast table Cloths
two damask Napkins twelve Towels one pair of Match
candlesticks two sets of chimney Ornaments One pair
of Shade, two Carpets One Dressing Case

J. L. Van Norden
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N. P.

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damask table
table cloth
in of the bed
the pair
mattress

One dozen of cut wine glasses One pair of cut glass decanters
two pair of Common glass decanters two sets of cut glass three
dozen Plate four pair of Dishes one set of China Tea
cups and saucers one common Sea bottle One dozen silver table
spoons One Dozen silver tea spoons four salt spoons one
silver sugar tongs two pair of tongs and trays
One tray One tin Roaster two Quarts Cream One spider
two Sea Kettles one Sea Pot three chamber pans three
skillets one broiler one frying Pan one horse and horse
brush one pair of Bellows two dozen knives and forks
six Pictures one Toilet table four trunks and cupboards
and it is agreed that all the said personal property
just above described and set forth shall be bargained
sold assigned and transferred by the said Ann J. De
to the said Thomas A. Chatter Justice of the peace upon the
Trusts hereinafter particularly mentioned The said
Ann J. De in pursuance of that agreement and with
the consent of the said Edward Kelly testified by his signing
and sealing these Presents and in consideration of One dollar
to her said Hater bargained sold assigned and transferred
and doth hereby bargain sell assign and transfer unto
the said Thomas A. Chatter Justice of the peace his Executors Admors
or assigns the said property of her the said Ann J.
De Consisting as follows of one side board one set of
dining table one Sea table and one Working table three Pine
tables one Carrick stand one wash stand two dozen chairs one
Bureau one pair of looking glasses one Dressing table two pair
of horse and harnesses one long and ponder one iron set of and
one long two Mahogany Bedsteads and one cot Bedstead
three large Mattresses one small Mattress two feather Beds
three bolsters six Pillows one Mattress quilt one horse
quilt three columned quilts four Bed spreads four pair
of Linen Sheets six pair of Cotton Sheets six pair of Linen
Pillow Cases three pair of Blankets four pair of Cotton
Pillow Cases six Bolster Cases two sets of Paravents one set
of Chinese Bed Curtains two large damask table cloths
four smaller table cloths four breakfast table cloths twelve
damask Napkins twelve towels one pair of Plated candlesticks
two sets of chimney ornaments one pair of shades
two Carpets One Dozen cut glass tumblers one dozen cut
Glass tongs four pair of cut glass decanters two pair of

two pair of common glass Baccantins two sets of cutlery three
dozen Plates four pair of dishes one china Tea Set One
Common Tea Set One dozen Silver Table spoons One
dozen Silver Tea Spoons four Salt spoons one Silver
Sugar Tongs two pair of Tongs and large fire tongs
One Tin Roasting two Dutch Ovens One Spider two Tea
Kettles one Iron Pot three sauce pans three Skillets
one fire iron one paving Pan one horse hearth brush one
pair of Bellows two dozen knives and forks six Peppers
one Sueted Table four Spoons Drunkies and one Cast iron
up on the Liver of Irons and subject to the agreement
herein after mentioned that is to say upon Trust that
the said Thomas R. Walter Trustee of said estate shall
permit the said Ann J. Dore or other person or
persons as he shall by her last Will in writing appoint
and in default of such Appointment the Administrator of
the said Ann J. Dore to keep and enjoy and at her and
their Will to sell change or dispose of the said Personal
Property above particularly set forth and mentioned or
in any part thereof and that the said Edward Kelly
shall not intermeddle therewith and that the same
in any part thereof shall not be liable to his contract
debts or disputes but shall remain wholly in the power
and at the disposal of the said Ann J. Dore and the said
Edward Kelly for his or his heirs Executors or Adminis-
trators Commands and agrees that all the said personal
property above set forth and particularly mentioned
shall at all times hereafter remain and be to and for
the use of Trusts and Purposes before expressed And the said
Thomas R. Walter Trustee of said estate for himself his
Executors and Administrators doth hereby Covenant
to and with the said Edward Kelly and Ann J. Dore
his intended Wife to duly keep and perform the
said Trusts in him hereby reposed according to the true
intent and meaning of their Presents.

In Witness Whereof the parties to these Presents have
hereunto set their hands and Seals the day and year
first above written Edward Kelly Esq. Ann J. Dore
Thomas R. Walter Esq. Signed and Sealed in the
Presence of James Thompson, the Word Property inserted
above the right line on the first Page.

State of South Carolina

South Carolina Charleston James Thompson made oath
that he was present and then Edmund Kelly George
Dane and Thomas R. Walter signed and delivered this
Instrument of Writing for the use and purpose therein
mentioned and that he witnessed the same and
Sworn to before me this 18 March 1838 John W. Welf
Clerk Recorded March 18th 1838
South Carolina

[illegible]

and William Blackmore all their Family Negroes to wit
Beck Row / Rob Edy Wilson Sam Clapham bluffs Daniel
Joe Cuffy William Charles Phake William Isaac
Elisha Mary Kate John Baker Peter Billy Morgan
at St Lucy Harper Henry Stephen Hardtimes James
Jordan Luke Potomac Joseph Minney Daphne Sam
Lizzy Cesar Adeline Edwies Henry Nat Candy
Sarah Omar Ned Richard Lemus Motley Waters
Maudsack Sam Harris John Joe (and Phillis) Bladen
for Maria with their future share and increase to
them and to hold the said City Negro Slaves and each
and every of them with their future share and increase
unto the said Robert Harris and William Blackmore
their Executors and Administrators successours and assigns
hitherforth as of record for Hunt Hunt the life and
to hold for the benefit use intents and purposes hereafter
expressed and declared of and concerning the same
that to say the said Lewis and Negroes with their
future share in Hunt to hold for the life and separate
use of him the said Thomas Boston Blackmore his heirs
Executors and Administrators until the solemnization
of the said intended Marriage and from and immediately
after the solemnization of the said intended Marriage for
Hunt to hold for the joint use benefit and behoof of them
to say Thomas Boston Blackmore and Sarah Caroline
Beriot for and during their joint lives and to suffer
and be paid from the said Thomas Boston Blackmore and
Sarah Caroline Beriot to have taken and receive the rents
issue profits and profits arising therefrom and for their
joint use and benefit and without any being in any
manner subject to the debts contracts engagements
of the said Thomas Boston Blackmore and from and
after the death of and after the said Thomas
Boston Blackmore or of the said Sarah Caroline Beriot
to hold to and for the life and separate use benefit
and behoof of the survivor of the said Thomas Boston
Blackmore and Sarah Caroline Beriot for and
during her or her natural life and in case the said
Sarah Caroline Beriot survives then without being
in any manner subject to the debts contracts or control
of any husband whom she may have and from and

State of South Carolina
County of Charleston
I the undersigned Clerk of the Court of the said County do hereby certify that the within and foregoing is a true and correct copy of the original of the said instrument as the same appears from the records of the said Court.

Witness my hand and the seal of the said Court at Charleston this 10th day of March 1854.

John C. Calhoun
Clerk of the Court

Attest
I the undersigned Judge of the said Court do hereby certify that the within and foregoing is a true and correct copy of the original of the said instrument as the same appears from the records of the said Court.

John C. Calhoun
Judge of the Court

Attest
I the undersigned Clerk of the Court do hereby certify that the within and foregoing is a true and correct copy of the original of the said instrument as the same appears from the records of the said Court.

John C. Calhoun
Clerk of the Court

Attest
I the undersigned Judge of the said Court do hereby certify that the within and foregoing is a true and correct copy of the original of the said instrument as the same appears from the records of the said Court.

John C. Calhoun
Judge of the Court

to time and at all times as may be thought proper subject to
doings notwithstanding and to and for the same uses intents and
purposes and subject to the same powers and provisions herein
expressed and declared of and concerning the same
And further that it shall and may be lawful to and for the
said Thomas Boston Blackson and Sarah Caroline Heriot
and the Survivor of them from time to time and at all
times hereafter in and by their deed under their hand
and Seal or under the hand and Seal of the Survivor
of them executed in the presence of two Witnesses where
and as often as may be thought proper by and with the
advice and consent of the said Robert Heriot and
William Clarkson or of the Survivor of them or of their
Successors Successors as should then be no acting
nominated Justice then alone then without such advice
and consent to constitute nominate and appoint another
Justice or other Justices in the place and stead of the
said Robert Heriot and William Clarkson or either
of them or their Successors or Successors as Justice or
Justices as aforesaid and the Successor or Successors as
Justice or Justices as aforesaid last constituted
nominated and appointed shall and well possess
and enjoy all and singular the rights powers privilege
grants and authorities and be subject to all the duties and
responsibilities of the original Justice or Justices and
the person or persons as formerly Justice or Justices in whose
place or stead such new Justice or Justices may be appointed
shall be forthwith herefrom forever exonerated and discharged
And in consideration of the said intended Marriage and
of the provision herein and hereby made for her the said
Sarah Caroline Heriot or intended to be, she the said
Sarah Caroline Heriot for herself her heirs Executors and
administrators hath covenanted promised and agreed and
doth by these presents covenant promise and agree to and with
the said Thomas Boston Blackson his heirs Executors adminis-
trators and assigns and to and with the said Robert Heriot
and William Clarkson their Successor and Successors as trustee
or trustees as aforesaid, their heirs Executors and administra-
tors and with each and every of them that she the said
Sarah Caroline Heriot her heirs Executors and adminis-
trators shall and will from time to time and at all times
from and after the said intended Marriage Renounce

release and forever relinquish all dower and third of
in out of or from any land, tenements or hereditaments
of which he the said Thomas Boston Clarkson at any
time during the said intended Marriage may be seized
and possessed and that the the said Sarah Caroline Heriot
accepts the provision herein and hereby made for her in
full lieu compensation and Bar of Dower. And for
considerations aforesaid they the said Thomas Boston
Clarkson and Sarah Caroline Heriot jointly and
severally for themselves, their heirs executors and admin-
istrators, Have covenanted promised, granted and agreed
and do hereby promise covenant grant and agree to and
with the said Robert Heriot and William Clarkson their
heirs executors, administrators and assigns and their Successors
and Successors as Trustees and Trustees as aforesaid that
they the said Thomas Boston Clarkson and Sarah Caroline
Heriot and each of them their and each of their heirs
executors and administrators and all and every person
or persons whatsoever having and lawfully claiming
or to claim any estate right title interest property
lien demand or claim 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 costs and charges
of the said Trustees or the Survivor of them or their Suc-
cessor or Successors his or their heirs and assigns make do
seal execute and deliver or cause and procure to be
made done sealed executed and delivered all such
further and other reasonable act and acts thing and
things services, conveyances and assurances in the law
whosoever for the further better and more perfect and
absolute granting bargaining, selling conveying and
assigning all and singular the said premises real and
personal and every part and parcel thereof unto the said
Trustees and the Survivor of them and their Successor or
Successors his and their heirs executors and administrators
and assigns according to the nature of the estate as by any
or either of them their or any or either of their counsel
learned in the law shall be reasonably advised or
advised or required - In Witness whereof the parties aforesaid
to the present have interchangeably set their hands
and seals on the day and year first above in that behalf

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A Thomas Boston Clarkson (Sd) S. Caroline Heriot (Sd)
Robert Heriot (Sd) William Clarkson (Sd)

written. Schedule of the Property contained in the will of
All that plantation or tract of land situate lying and being in
the Districts of Richland and Sumter in the State of South Carolina
known and designated by the name of Middleburgh and measuring
and containing two thousand four hundred and thirty eight
acres more or less butting and bounding Northwesterly on lands
of William Byrum. Eastwardly on lands of black Thicket
Southwardly on the Raft Plantation belonging to the estate
of William Blackson Esq deceased and Westwardly on lands
of Richard Brankham A. Jackson and Carter and having more
particularly such shape size and boundaries as are set
forth and delineated in a plat or plan thereof drawn by
Charles L. Brown hereby specially referred to and made a
part of these presents. And also the tract of land of one
hundred and fifty acres of Pine land being one half of a
Tract of Three hundred acres bought by William Blackson
Esq deceased of John Lloyd Esq deceased as a summer
retreat for the said Middleburgh and Raft Plantations.
Also all these Sixty Negro Slaves viz. April, Beck, Ross, Bob
Edy, Wilson, Jira Sophia, Claph. Dinah, Joe, Griffig Horn
William Phabe, William, Grace, Elisha, Mary, Lato, Belle
Esther, Peter, Billy, Margaret, Job. Lucy, Sharkey, Nancy
Stephen Norantim, James, Sarah, Luke, Patience
Jupiter, Minny, Daphne, Jim, Lizzie, Caesar, Adeline,
Charles, Curry, Nat, Sandy Linah, Dinah, Ned, Richard
Linus, Molly, Waters, Minto (Harris Sack) Sauny, Joe
the son of Phillip Polidore, Tom, Morris, Sigand Sall
and delivered in the presence of Geo. Keriot. John Blackson Esq
State of South Carolina George town District.

Personally appeared John Blackson who being duly sworn
deponeth and saith that he was present and did see
Thomas Boston Blackson, S. Caroline Keriot, Robert Keriot
and William Blackson sign the preceding and for the
use and purposes therein expressed and that Geo. Keriot
and himself were present at the time and signed their
names as witnesses -

Sworn to before me this

26 Feb^y 1830

E. Waterman N. P. & W.

Recorded 22 March 1830

Thomas Boston Blackson (S. C.)
Robert Keriot (S. C.)
William Blackson (S. C.)

This Indenture made the fifteenth day of February in the year of our Lord one thousand eight hundred and thirty, and in the fifty fourth year of the sovereignty and Independence of the United States of America Between Martha Sarah Jenkins of Madenlaw in the State of South Carolina Term Sole of the first part, Henry Olin Harvey of the City of Savannah in the State of Georgia Doctor of Medicine of the second part, and James Beal Prince of Coosawhatchie in the State of South Carolina as Trustee for the purposes hereafter mentioned and expressed, of the third part. Witnesseth that whereas a Marriage is intended to be shortly had and solemnized between the said Henry Olin Harvey and the said Martha Sarah Jenkins, and whereas the said Martha Sarah Jenkins is in her own right possessed of the following Slaves to wit: A Negro man called Jacob, A Negro woman called Affey, A Negro woman called Maria, A Negro woman called Betty, A Negro woman called Sarah, A Negro girl called Mary, A Negro Boy called Denny, and a Negro boy called William, and whereas from prudential motives it has been deemed proper and expedient for the said Slaves above mentioned and designated to be conveyed and assigned by the said Martha Sarah Jenkins to the said James Beal Prince by and with the consent & approbation of the said Henry Olin Harvey (testified by his joining in the execution of these presents) on the trusts hereinafter mentioned and contained of and concerning the same, Now this Indenture further Witnesseth that in pursuance of the said agreement and in contemplation of the said intended Marriage, and also for and in consideration of one dollar lawful Money of the said State paid by the said James Beal Prince to the said Martha Sarah Jenkins at and before the sealing of these presents, the receipt whereof she doth hereby acknowledge, the said Martha Sarah Jenkins, hath granted bargained & sold assigned transferred and set over, and by virtue of these presents doth grant bargain and sell assign transfer and set over unto the said James Beal Prince the eight Slaves above particularly named together with the future increase and increase of such of them as are females - To have and to hold the said eight Slaves above particularly named together with the future increase and issue of such of them as are females, unto him the said James Beal Prince

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his executors and administrators, but trusts for the said Martha Sarah
 Jenkins until the said Marriage shall be had and solemnized
 and immediately after the solemnization thereof. In Trust for
 the better Support and Maintenance of the said Martha Sarah
 Jenkins and of such Child and Children as shall be born
 of the said Marriage as well as for the Education of such Child
 or Children during the joint lives of the said Henry Olin Harvey
 and the said Martha his intended wife and during the life
 of the survivor of them. But so that he the said Henry Olin
 Harvey during the joint lives of himself and of the said
 Martha his intended wife shall have the Management
 thereof and be permitted without any interruption whatever
 to receive and take the income and profits arising and to arise
 from the work and labour of all and singular the said Slaves
 Provided nevertheless that no part thereof shall during that
 time be liable in any wise to be taken levied on or seized
 for the satisfaction of any debt due or demand that may be owing
 by or be brought or issued against him the said Henry Olin Harvey
 But should the said Martha Sarah Jenkins depart this life
 the said Henry Olin Harvey surviving and there should happen
 to be no Child or Children of the said Marriage then living then
 the whole of the property herein before mentioned and particularly
 seized and the increase thereof shall on that contingency hap-
 pening still be continued and held by the said James B. Prince
 on this further Trust that is to say In Trust for him the said
 Henry Olin Harvey for and during the term of his Natural
 life and immediately after the death of the said Henry
 Olin Harvey then to become absolutely vested in the Sister of the
 said Martha Sarah Jenkins to wit Elizabeth Susan Jenkins of
 Madamslaw in the State aforesaid Infant and also in the Sister
 of the said Martha Sarah Jenkins to wit Sarah Elizabeth
 Jenkins of Beaufort in the aforesaid State Infant. Their
 Executors, Administrators, and assigns to have and to hold
 Share and Share alike as Tenants in Common to their
 only proper use benefit and behoof from thenceforth
 for ever freely and completely discharged of and from all
 further Trusts whatsoever and on that event the Trust &
 Confidence herein and hereby reposed in the said James
 Beal Prince shall to all intents and purposes whatever cease
 and become Null and Void, But in case there shall happen
 to be Child or Children of the said Marriage then living
 the same is to be continued and held by the said James

his executors and administrators, but trusts for the said Martha Sarah
 Jenkins until the said Marriage shall be had and solemnized
 and immediately after the solemnization thereof. In Trust for
 the better Support and Maintenance of the said Martha Sarah
 Jenkins and of such Child and Children as shall be born
 of the said Marriage as well as for the Education of such Child
 or Children during the joint lives of the said Henry Olin Harvey
 and the said Martha his intended wife and during the life
 of the survivor of them. But so that he the said Henry Olin
 Harvey during the joint lives of himself and of the said
 Martha his intended wife shall have the Management
 thereof and be permitted without any interruption whatever
 to receive and take the income and profits arising and to arise
 from the work and labour of all and singular the said Slaves
 Provided nevertheless that no part thereof shall during that
 time be liable in any wise to be taken levied on or seized
 for the satisfaction of any debt due or demand that may be owing
 by or be brought or issued against him the said Henry Olin Harvey
 But should the said Martha Sarah Jenkins depart this life
 the said Henry Olin Harvey surviving and there should happen
 to be no Child or Children of the said Marriage then living then
 the whole of the property herein before mentioned and particularly
 seized and the increase thereof shall on that contingency hap-
 pening still be continued and held by the said James B. Prince
 on this further Trust that is to say In Trust for him the said
 Henry Olin Harvey for and during the term of his Natural
 life and immediately after the death of the said Henry
 Olin Harvey then to become absolutely vested in the Sister of the
 said Martha Sarah Jenkins to wit Elizabeth Susan Jenkins of
 Madamslaw in the State aforesaid Infant and also in the heirs
 of the said Martha Sarah Jenkins to wit Barbara Elizabeth
 Jenkins of Beaufort in the aforesaid State Infant. Their
 Executors, Administrators, and assigns to have and to hold
 Share and Share alike as Tenants in Common to their
 only proper use benefit and behoof from thenceforth
 for ever freely and completely discharged of and from all
 further Trusts whatsoever and on that event the Trust &
 Confidence herein and hereby reposed in the said James
 Beal Prince shall to all intents and purposes whatever cease
 and become Null and Void, But in case there shall happen
 to be Child or Children of the said Marriage then living
 the same is to be continued and held by the said James

296 James Beal Prince on this further trust to wit in trust
the said Henry Olin Harvey for and during the term of
his natural life and immediately after his death in trust
for such child or children of the said Marriage as shall
be then living share and share alike as Tenants in Comm-
mon Provided Nevertheless that the share of any such
child or children as may happen to be then dead shall
be entitl'd to and take the share or shares thereof to
which his her or their parent whom he shall they
may represent respectively would by virtue hereof
have been entitl'd in case he or she had survived
the longest lives of them the said Henry Olin Harvey and
the said Martha Sarah his intended wife. But so
as that no part thereof shall during all that time
last aforesaid be liable to be seized or taken for the
satisfaction of any debt due or demand that may be
owing by or be brought against him the said Henry
Olin Harvey in any wise whatever so that the same
shall remain and continue thereby unimpaired
during the time in which the trust hereby reposed
in the said James Beal Prince shall agreeably to the
intent and meaning hereof be and continue in
force and operation, And it is hereby further declared
to be the true intent and meaning of the said parties and of
these presents that in case it shall so happen that for the
benefit and advantage of the trusts herein contained
and hereby reposed in the said James Beal Prince it
would be prudent and advisable for any part of the
property hereby settled and secured in manner afo-
said to be sold it shall and may in that case with
the consent and approbation of the said Henry Olin Harvey
And of the said Martha his intended wife be sold
Provided Nevertheless that other property be bought
with the Money arising and to arise therefrom to the
full value and amount thereof which shall immedi-
ately be taken settled and conveyed according to the
trusts herein contained and in no other manner what-
ever. And for the purpose of conveying these trusts
and confidence hereby reposed in the said James Beal
Prince into full and complete effect the said Martha
Sarah Seeking with the consent and approbation of
the said Henry Olin Harvey and the said Henry Olin

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Harvey on behalf of himself, his wife and each of them, their heirs and assigns, as and each of them with the same constitute and appoint the said James Beal Prince, the Attorney, and the said Henry Olis Harvey and Martha his intended wife as hereby is contained and again with the said James Beal Prince that they and each of them whenever it shall be necessary and proper for the same to be done shall and will sign seal and deliver such other and order for the perfection hereof as shall be expedient and requisite, and the said James Beal Prince with hereby accept of the trusts and confidence conferred and reposed in him by virtue hereof. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written —
 Henry O. Harvey (Seal) Martha S. Jenkins (Seal) James Beal Prince (Seal) Sign Sealed and delivered in the presence of with notice of the nature of the conveyance of the same of Mary mentioned within) Benj: F. Hard —
 Edw: P. Jenkins.

South Carolina Charleston 22 March 1830, Edw: P. Jenkins being duly sworn Made oath that he was present and saw Henry O. Harvey Martha S. Jenkins and James Beal Prince sign seal and deliver the foregoing Marriage Settlement for the use and purposes therein mentioned and that he with Benj: F. Hard witnessed the same sworn to before me this 22 March 1830 John Ward N. P. —
 Recorded 22 March 1830

The State of South Carolina

This Indenture of three parties Made and executed the twenty fourth day of December in the year of our Lord one thousand eight hundred and twenty Nine, between Catharine Liston of the first, Hugo Sheridan of the Second and David Liston of the third parts. Sheweth that whereas it is contemplated with God's permission to have and solemnize a Marriage between the said Catharine Liston and Hugo Sheridan and whereas the said Catharine is entitled to an undivided third part of the estate of her late husband Andrew Liston (a Schedule whereof shall, as soon after partition thereof is made as practicable be executed & recorded as part of this deed) and whereas it hath been covenanted and agreed between the said parties that said undivided interest shall be settled on her in fee simple after the

In the schedule of Property contained in this Contract
see Miscellaneous Records 5th page 432. Sept 13. 1832. Sec. of State.

298

therefore know all Men by these presents, that the said
Catharine in consideration of the premises & what is here-
inafter expressed & also for five dollar in hand paid
the receipt whereof is hereby acknowledged, hath granted
bargained and sold & by these presents doth grant bar-
gain sell & convey unto the said David Liston
all her undivided one third part of the estate of the
said Andrew Liston to have and to hold the same, unto
him the said David Liston his heirs, executor & adminis-
trator In trust, first, to permit the said Catharine to
have and enjoy the same until said Marriage: And from
and immediately after said Marriage, In trust, to permit
the said Catharine & Hugo to possess, use and enjoy the
same during their joint lives without liability to account
for the hire or profits of the same and without the said
or the profits thereof being in any way liable for the contracts
or debts of the said Hugo: And should the said Hugo survive
the said Catharine, then in trust to apply the same to
such purposes as the said Catharine by a last will and
Testament duly executed, may appoint: or in case of her
failure to make such a will then in trust first for the
issue of this Marriage share and share alike, free of all
trusts: or if there be no such issue, then to the children of
the said Catharine by her former Husband share and share
alike in fee simple, or if any of said children be then
dead having issue alive the share of such child to go to
his or her issue, But in case the said Catharine should
survive the said Hugo, then & in that case in Trust to
deliver the said interest or property to her, free from all
Trusts and limitations to be used & disposed of as she pleases
And the said Catharine on her part, covenants and agrees
in consideration of the premises to release and does hereby
release & relinquish every claim in right of Dower distribution
or otherwise to any part or portion of the Estate now possessed
or hereafter acquired by the said Hugo. Therefore
In witness whereof we have hereunto set our hands and
Seals the day and year above written
No. Sheridan (Seal) Catharine Liston (Seal) David Liston (Seal)
Sealed & delivered in presence of Rachel Spears, Elizabeth ^{her} Black-
State of South Carolina Colleton District
Personally appeared before me Saml. Padgett one of the duly
Qualified Justices of the Peace

299 Justice assigned to keep the peace Rachel ^{her} ~~Spence~~ ^{Spence} who being duly
Sworn Saith that she was present and saw the within named
No. Sheridan Catherine Linton and David Linton Sign Seal and
delivers the within deed as their act and deed to and for the purpose
within Mentioned and that he with Elizabeth Black Sign the
Same as witness to the and execution thereof Rachel ^{her} ~~Spence~~ ^{Spence}
Sworn to before me this 23 March 1830. Samuel Pughet J.P.
Recorded 24 March 1830

The State of South Carolina. Know all men by these presents
that I William Blacklock of the City of Charleston and State
aforesaid am held and firmly bound unto Nathaniel B
Mazyek and Henry B. Mazyek Trustees (especially Nominated
and appointed to the Marriage Settlement intended to be
hereafter Made) of Emma Caroline Mazyek eldest daugh-
ter of the said N. B. Mazyek in the full and just sum of Eighteen
thousand dollars to be paid to the said N. B. Mazyek and H.
B. Mazyek their certain Attorney, Executors administrators or
assigns to which payment well and truly to be Made and done
I bind myself and each and every of my heirs executors and
administrators firmly by these presents sealed with my
seal and dated at Charleston this Twenty fifth day of March
in the year of Our Lord One thousand Eight hundred and
Thirty, and in the Fifty fourth year of the Sovereignty and
Independence of the United States of America.

Whereas a marriage is directly to be had and solemnized
between the said William Blacklock and the said Emma
Caroline Mazyek. And whereas also the said Emma
Caroline Mazyek is entitled to a considerable Estate
Real and personal under and by virtue of the last Will
and Testament of the late Dr. Tucker Harris and also
under and by virtue of the last Will and Testament of
the late Mr. Elizabeth Charlotte Mazyek Mag and others
wise, And whereas also no division can now be made of the
said Estates so that no particular part or portion of the said
Estates can now be specified as the individual portion of the
said Emma Caroline Mazyek. And it is mutually under-
stood and agreed by and between the said William Black-
lock and the said Emma Caroline Mazyek and the
said N. B. Mazyek and H. B. Mazyek Trustees as aforesaid
and the relatives and friends of the said Emma
Caroline Mazyek that the property to which she is or
may be entitled so as aforesaid or to which she hereafter

may be otherwise entitled shall be settled on her and the Trustees above named or their successors to and for the purposes and uses hereinafter set forth. And be the said William Blacklock in consideration of the said intended marriage for himself his heirs Executors and administrators hath covenanted promised, granted and agreed, and doth hereby covenant, promise, grant and agree to and with the said N B Mayzck and N B Mayzck Trustees as aforesaid, their heirs Executors, administrators and successors in manner and form following That is to say, that so soon as a division shall be made of the said Estate and the part and portion therein of the said Emma Caroline Mayzck shall have been allotted and set off to her, he, the said William Blacklock forthwith in consideration of the said intended marriage and of this Covenant and agreement shall and will by good and sufficient assurances and conveyances in the Law, grant bargain, sell assign assure and convey, and that she the said Emma Caroline Mayzck shall and will also by good and sufficient assurances and conveyances in the Law join with him the said William Blacklock in granting bargain selling assigning and conveying unto the said N B Mayzck and N B Mayzck and their heirs Executors, administrators and successors. All and singular the part or portion of the said property to which the said Emma Caroline Mayzck shall be found entitled under and by virtue of the last Wills and Testaments aforesaid or otherwise, and allotted and set off for her the said Emma Caroline Mayzck, and that she the said Emma Caroline Mayzck shall and will renounce to the said Trustees or their successors and their heirs her inheritance in the Real Estate that may be allotted and set off to her. In Trust Nevertheless that is to say all and singular the property Real and personal aforesaid unto the said N B Mayzck and N B Mayzck and their heirs, Executors administrators and successors as Trustees as aforesaid, In Trust to and for the sole use of the said Emma Caroline Mayzck until the solemnization of the said intended marriage and immediately after the solemnization of the said intended marriage. In Trust to and for the joint use of the said William Blacklock and Emma Caroline Mayzck during their joint lives, and upon the death of either the said William Blacklock or the said Emma Caroline Mayzck then in trust to the use of the survivors

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