

157. Slaves unto the said Ephraim M. Bates as he is bound to the said said Ephraim M. Bates in the said deed of conveyance of the said land. Now therefore the said doctor witnesseth that the said John Deuel Heath for and in consideration of the love and affection which he hath and bears to his family and for the purpose of making a more effectual provision for them, and for and in consideration of the sum of One dollar to him paid well and truly paid before the signing and delivery of these presents to the receipt whereof is hereby acknowledged and for divers other considerations hath granted bargained sold released conveyed and conveyed by these presents doth grant bargain sell release and convey unto the said Ephraim M. Bates, all that certain lot of land with a three story brick dwelling house with the land thereunto situate lying and being on the West side of Market Street in the City of Charleston formerly called the States Buildings formerly by the name but now measuring and containing about thirty four perches and thereunto attached and abutting nearly fifteen depth from East to West, and also that certain other lot or tract of land situate lying and being in S. Thomas Parish Charleston containing or containing about one hundred and eighty acres more or less situate lying and being on the South and East side of the said City the said land also on the South side of the said City of Charleston and on the North by lands of Charles Hamlin, bounded on the following negro slaves to wit Harry Tommy, Isaac, a black slave, Clapp, a white slave and also the Bond Mortgage States in the annexed Schedule & the numerous Negroes and Negroes and also of every part and parcel thereof in the annexed Schedule To have & to hold and to singulate the said House & lot of land and the said plantation or tract of land & premises with the appurtenances and the rents issues & profits thereof and the said negro slaves with the future issue & increase of the said premises and the said Bond Mortgage unto the said Ephraim M. Bates his heirs executors administrators assigns for ever, subject nevertheless to such uses & trusts and to such powers as are hereinafter mentioned & declared of and concerning the said and every part thereof that is to say in trust to & for the joint use benefit and behoof of the said John Deuel Heath & Eliza Heath his wife for and during the term of their joint natural lives and that without being subject in any manner whatsoever to the debts or contracts incumbrances or engagements of him the said John Deuel Heath his heirs executors or administrators and in trust to secure & answer for the said John Deuel Heath and Eliza Heath his wife jointly & their assigns during their joint natural lives to take receive the rents issues & profits of all & singulate the premises real and personal property, to & for their joint legal use & benefit and in case the said John Deuel Heath should survive the said Eliza Heath then in trust to and for the sole use benefit and behoof of the said John Deuel Heath and his assigns for & during the term of his natural life without being subject in any manner whatsoever to his debts or engagements, But in case the said Eliza Heath should survive the said John Deuel Heath then in trust to and for the sole use benefit & behoof of the said Eliza Heath & her assigns for and during the term of her natural life without being subject in any manner whatsoever

to her debts or engagements, and from and after the death of the survivor of
the said John Russell Heath & Eliza Heath then intestate to and for the use benefit
behalf of the child or children of the said John Russell Heath upon the body of the said
Eliza Heath begotten to be equally divided among them their heirs their heirs executors
administrators or assigns if more than one absolutely and in fee simple freed and
discharged of and from all further or other uses trusts whosoever, but if there should
be but one child surviving such survivor then to such child his or her heirs executors
administrators or assigns in like manner, but if there should be then living a
child or children of a deceased child of the said John Russell Heath
and Eliza Heath such child or children shall take among them such share of
the said real & personal estate as his or their parent would have taken if he or she
had survived the said John Russell Heath and Eliza Heath. But in case there should
be no issue of the said marriage by the said John Russell Heath upon the body of the
said Eliza Heath begotten living at the time of the death of the survivor of them
the said John Russell Heath and Eliza Heath his wife then all and singular the afore-
said estate real & personal with the increase of the females of the negro slaves shall move
to and become the absolute estate and property of such survivor his or her heirs executors ad-
ministrators or assigns forever, freed & discharged of and from all further or other uses
trusts limitations or conditions whosoever, and subject to be disposed of by the deed
or will duly executed of such survivor. And it is further mutually covenanted stipulated
agreed upon by & between the parties to their presents, that in and to the said John
Russell Heath during their joint lives and with their joint consent or the survivor of
them shall at any time hereafter think it expedient or beneficial to their joint or respective in-
terests as the case may be or if it should be deemed beneficial to the interest of the issue
of the marriage after the death of the survivor of them and during the infancy of such issue
to have the afore said estate real or personal or any part thereof sold disposed of or exchanged
for any other property real or personal and the sales money invested in any other property
real or personal whosoever or placed at interest that the said Ephraim McComb with
his consent and at his direction or being thereunto requested in writing by the said John
Russell Heath and Eliza Heath jointly or by the survivor of them may absolutely sell
dispose of or exchange the same or any part thereof as the case may be to such purchased
exchanged or substituted property shall be held subject to the same uses trusts limi-
tations & conditions as and which before him & declared of concerning the hereinbefore
granted & assigned premises to and for no other use intent or purpose whatsoever, and it is
further stipulated agreed upon by & between the parties to their presents that the said John
Russell Heath shall live from time to time & at all times hereafter upon the reasonable
request and at the cost & charges of the trust estate making & executing or caused to be made
done and executed all such further & other lawful and reasonable acts & deeds conveyances
& assurances in the law whatsoever for the further better & more perfect granting & passing
& assigning the premises for the uses & purposes hereinbefore expressed & declared of and
concerning the same, as by the said Ephraim McComb his heirs or assigns or his or their
counsel learned in the law shall be reasonably advised directed or required, In witness

whereof the
day and
dated & d
with 11th ho
of 3rd 1892
the said
St. A
Schedule
Vg. Stru
parish co
Juliet St
John (De
on a bfo
med to So
known by
that & 18
in Book
Said & de
from Janu
In the
O M Gu
that he a
Groom to
James
Mary
Davis
John C
of the de
Dano
Down
ingua
the sa
wherea
her own
named
present
son

whereof the parties to this presents have heretofore, set their hands and seals on the 14th day of January 1832. and in the great first above written.

John Deane Heath. (L)
E M Curtis. (L)

Subscribed & delivered in the presence of the following interlocution being personally made viz:
with the 11th line of 1st page the Bond mortgage and in 5th line of 2nd page as signed in the 20th line
of 3rd page & also the Bond mortgage stated in the annexed Schedule in 3rd line of 3rd page
& the said Bond mortgage in 2nd line of 1st page February instead in place of January 1832.

W. I. Boone

Schedule of Estate Real and Personal included in the affidavit of John Deane Heath.
viz: House & lot on the West side of Meeting Street in Charleston, Plantation in St Thomas
Parish containing 666 acres of land Negroes Harry Jany, Susanah Sarah Hapgood
Julius, Isaac & Maria, John McTells bond to Henry Meeklenburg trustee of said
John Deane Heath dated 17 July 1827 in the penal sum of \$5000. conditioned to pay \$1500
on or before the 17 July 1829. John McTells mortgage to Henry Meeklenburg trustee of said
John Deane Heath dated 17 July 1827 to secure the foregoing bond of lot of land
known by the number 31. situate in Beaufort Co. Charleston measuring 36 perches
front & 180 feet deep, which mortgage is recorded in the ledger of Meeklenburg and office
in Book V N: 8 page 224 on 23rd July 1827. Witness my hand & seal this 14th February 1832.
Subscribed & delivered at the presence of date personally attested
from January to February W. I. Boone E M Curtis. (L)
South Carolina

W. I. Boone appeared & made oath that he saw John Deane Heath and
E M Curtis sign and deliver the above named deed also the schedule thereunto annexed
& that he in the W. I. Boone in the presence of each other witnessed the same
Given to before me Feb. 14th 1832. John W. Parvillion Notary public.
The record 14th February 1832.

James G White and
Mary E M Cread
To
Parson M^c Dowell
John D. Witherspoon

South Carolina
This Indenture made the Twenty Ninth
day of December in the year of our Lord one thousand
and Eight hundred and Thirty two, Between
G. White of the District of Sumter and State of
said planter of the first part Mary E M Cread
of the district of Williamsburg and State aforesaid of the second part
& Parson M^c Dowell and John D. Witherspoon of the District of King
Town and Sumter an a State aforesaid of the third part Whereby
congruence is shewn in the deed to be made and solemnized between
the said James G. White and the said Mary E M Cread And
whereas the said Mary E M Cread is now lawfully possessed in
her own right of and in the twelve slaves hereinafter particularly
named And whereas it has been agreed between the said parties to these
presents, that the said slaves shall be granted, bargained & sold to the said Pa-
rson M^c Dowell & John D. Witherspoon in Trust and to and for the use

and purposes hereinafter expressed of and concerning the same. It is therefore witnessed by this Indenture that in presence of the foregoing agreement in consideration of the said intended marriage and also in consideration of Five dollars to the said Mary C. McCreas by the said Danison M. Donnell and John B. Witherspoon in hand paid the receipt whereof is hereby acknowledged by the said Mary C. McCreas that the said Mary C. McCreas hath granted, bargained, sold & by these presents doth grant, bargain and sell and in due form of law deliver unto the said Danison M. Donnell & John B. Witherspoon the survivor of them the Executors & assigns of each survivor All and singular the twelve negro and respective negro and other slaves abovementioned that is to say: Kate, Charles, Dick, Julius, Peter, Thomas, Adaline, Ephraim, Susanna, Priscilla, Aleck, Minna. To have and to hold the said twelve negro and other slaves to wit Kate, Charles, Dick, Julius, Peter, Thomas, Adaline, Ephraim, Susanna, Priscilla, Aleck, Minna, together with the future issue and increase of each of them or, as females, unto the said Danison M. Donnell & John B. Witherspoon the survivor of them his Executors, assigns & assigns forever In Trust nevertheless for the said Mary C. McCreas until the said intended marriage shall be solemnized and take effect and from immediately after the solemnization thereof In trust for the use, benefit and advantage of the said James G. White & Mary C. McCreas during their joint lives, the the said James G. White taking & receiving to his own use the profits, products and hire thereof and from and immediately after the death of either the said James G. White or Mary C. McCreas then in trust for the survivor during his or her natural life & from and immediately after the death of such survivor In trust for such child or children of the marriage or shall then be living and the issue of such child or children of the marriage as may be dead at the time of the decease of such survivor share and share alike, such issue taken only as much as his or their father or mother would have taken if surviving. But in case it should occur that at the time of the decease of such survivor there are living no issue of the marriage then the trust & confidence hereby reposed in the said Danison M. Donnell & John B. Witherspoon shall cease and all and singular the aforesaid negro & other slaves with the future issue and increase of each of them as are females shall go to and be equally divided amongst the proper heirs of such survivor to be the property of them

and of their
the parties
and upon the
signature of
presence of
Danison M. D.
with the said
in the 42nd of
South Carolina
before me. I
was personally
defendant
that he with
known to be
of February 1st

South Carolina

Edward C.
Mary C.
John C.

all men by
James G. White
the said
John C.
have bargained
bargained and
Edward C.
and her only
to hold the
her infant
issue and of
his Executors as
nevertheless, to
to have, possession
of the female
death of either
said John G.
her life, with
alive at the

James G. White Seal
Mary McCreas Seal
Ozium M. Cornwall Seal
J. B. Witherspoon Seal

South Carolina. Whereas a marriage is about to be solemnized between Dr. Chisholm Physician of Prince Williams Parish Beaupre District & State of said and Mary E. Magrath of St. Louis Parish Beaupre District & State aforesaid. Now therefore know

all men by these presents that one the said Edward Christolm
Maynard for and in consideration of said marriage and for
the further consideration of the dollar to us in hand paid by
Dr. Thos. E. Scriven, the rest of which is hereby acknowledged
have bargained, sold and delivered and by these presents do
bargain, sell and in open market deliver unto the said Dr. Thos.
E. Scriven certain slaves to wit Fanny, Pella, Middleton, Polly
and her infant child, Mary, Edith, Phoebe & Reaty. To have and
to hold the said slaves Fanny, Pella, Middleton, Polly and her
infant child, Mary, Edith, Phoebe and Reaty and the future
issue and increase of the females unto the said Dr. Thos. E. Scriven
his heirs assigns & assigns forever, upon special trust & confidence
nevertheless, to permit the said Edward Christolm & May E. Maynard
to have, possess and use said slaves, and the future issue & increase
of the females, for and during their joint lives, one year and after the
death of either, then to permit the survivor to have, possess and use said
slaves & the future issue and increase of the females for and during his or
her life, with remainder over to such issue of said marriage as may be
alive at the death of the survivor share and share alike, but in case

either the said Edward Chisholm or Mary C. Haygood shall be
 leaving no issue then alive, then in that case all trust and bene-
 -factions ceasing to deliver said slaves to wit Fanny, Pella, Mid-
 -dleton, Polly and her child, Moses, Edith, Phoebe & Renty &
 the future issue and increase of the females to the survivors
 to be held by such survivor or for fee simple. And it is further
 covenanted and agreed that neither the said slaves, Fanny,
 Pella, Middleton, Polly and her child, Moses, Edith,
 Phoebe and Renty & the future issue and increase of the females
 nor the life estate, hereby reserved shall in any case be liable
 for the debts or contracts of either of the parties due trust. And
 it is further covenanted and agreed that the said Edward Chisholm
 shall from time to time as may be necessary execute to the said
 Trustee such other and further deeds of settlement for such prop-
 erty as may be devised to, inherited or in any way acquired
 by the said Mary C. Haygood to be settled in the manner above
 set forth. And it is further covenanted and agreed that the
 said Negro slaves, to wit Fanny, Pella & Middleton, Polly and
 her child, Moses, Edith, Phoebe and Renty & the future issue
 and increase of the females and any other property devised
 to, inherited or in any other way acquired by the said Mary
 C. Haygood may be sold or otherwise disposed of by the said
 Trustee, with the consent of the parties due trust, upon special
 trust and confidence however, that the proceeds of said sale
 or other disposition of said property be applied by the said Trust-
 tee to the purchase of other property, which other property so
 purchased to be held by the said Trustee upon the same
 & confidence hereinbefore set forth and not to be liable to the
 debts or contracts of either of the parties due trust. In
 Witness whereof the parties & their respective laws have hereunto set their
 hands and seals, this day the _____ day of _____ in the
 Year of our Lord one thousand eight hundred and thirty one and the
 fifty sixth year of American Independence. Edward M. Chisholm (s)
 signed sealed and delivered in the presence of _____
 Mary C. Haygood (s)
 F. E. Scriven (s)
 presence of Cornelius Scriven, Sarah Haygood
 South Carolina Plaintiff, Electrix. Personally appeared before me
 also L. Edwards, one of the Justices of the Peace for the Parish of St. Louis
 Haygood who being duly sworn depone that she saw the parties to
 the deed to which this is attached, sign, seal & deliver out and duly deliver
 it and that she together with Cornelius Scriven signed their names thereto as sub-
 scribing witnesses
 Done before me this 5th July 1832 also L. Edwards J.P.

Removal of July 1832

Durant
&
Duboe
To
Duboe
Street
Mar:
Sett:

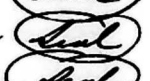
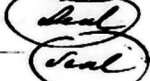
The State of South Carolina.

Durand
&
Duboe
To
Duboe
or
Street.
Mar:
Sell:

This indenture made the Twentieth day of February in the year of
our Lord one thousand eight hundred and thirty two, and in the
fifty sixth year of the sovereignty and Independence of the United States
of America Between Victor Durand of the first part, Angelique Duboe
Duboe about the age of twenty three years, (acting by and with the consent of
her father Francis Duboe testified by his signing these presents) of the
second part, and Timothy Street merchant of the third part (and all
of Charleston in the state aforesaid). Whereas a marriage is intended to
be shortly had and solemnized, between the said Victor Durand and
the said Angelique Duboe, and the said Francis Duboe the father
of the said Angelique Duboe has for the purpose hereinafter mentioned
this day given to the said Timothy Street his power of attorney in these
terms and to wit, hereunto set forth, And whereas the said Victor Durand
being disposed to make a conveyance for the said Angelique Duboe and
for the children that may be born of the said intended marriage
acknowledges in consideration thereof, that he is indebted to the said
Timothy Street as trustee for the purpose hereinafter mentioned and to
his executors, administrators and assigns in the sum of Ten thousand dollars payable
in six months from the date of these presents. Now therefore this in dan-
ce witnessed by that we intend to carry into effect the wishes of the said
parties, and also in consideration of the sum of five dollars by the said
Timothy Street to the said Victor Durand and Angelique Duboe
in hand paid the sum of which they do hereby acknowledge, they the said Victor
Durand and Angelique Duboe with the consent of her father tes-
tified by his signing these presents, have granted, sold, aliened
assigned, transferred and set over, unto the said Timothy Street the
said sum of Ten thousand dollars in Cash, the receipt whereof he doth hereby
acknowledge and the said debt a acknowledgement of the said
Victor Durand for Ten thousand Dollars payable in six months from
the date of these presents. To have and to hold the same unto the
said Timothy Street his executors, administrators and assigns upon the special
trust and confidence following, that to wit, The Trustee to invest
and reinvest the said sum of Ten thousand Dollars as often
as he may think advantageous, in Bank Stocks and other securities as
he may deem advisable, paying the interest or dividends thereon as
they shall be received unto the said Victor Durand for the joint use
of his said intended wife and himself and for the maintenance
support and education of the children or child, issue of the said
intended marriage, and to permit and suffer the said Victor
Durand during the joint lives of himself and the said Angelique
Duboe to appropriate the interest accumulating upon the said sum

in debt of Ten Thousand dollars, towards their joint use, and towards the maintenance and support and Education of the children issue of the said intended marriage, and from and immediately after the death of either of them the said Victor and Angelie Angelique, leaving children or a child, the interest to be so appropriated during the lifetime of the survivor. And should the said ^{Angelie} Angelique survive the said Victor, there being no children nor child issue of the said marriage living at his death, then intent to pay the said principal and sums of Six Thousand dollars and One Thousand dollars to the said Angelie Angelique for her own proper use and behoof and to be at her absolute disposal freed from all further or other trusts, but should there be children or a child living issue of the said intended marriage, at the death of the survivor of the said Victor and Angelie Angelique, then in trust to pay the dividend and interest on the said sum of Six Thousand dollars, and One Thousand dollars, towards the ~~support~~ maintenance, support & education of such child or children until they or he or she shall have attained the age of Twenty One years and then to divide & pay over the principal sums to wit the said sum of Six Thousand dollars and the said sum of One Thousand dollars among such children equally if more than one, and if but one then to that one absolutely freed and discharged from all further or other trusts, but should the said Victor survive the said Angelie Angelique and also survive the children or child issue of the said intended marriage, then intent to discharge & exonerate the said Victor from the payment of the said sum of Six Thousand dollars or any part thereof and to pay to him the said sum of One Thousand dollars freed from all further or other trusts relative to the same In witness whereof the said Parties to these presents, have hereunto intentionally set their hands and seals at Charles, on the day & year first above written

Sealed and delivered in
our presence Joseph Salom
John E. Kay

Victor Orrana 
Angelie A. Duboc 
J. Duboc 
Timothy Street 

State of South Carolina }
Cherleston District } Personally appeared before me John
E. Kay and made oath that ^{Victor Orrana} Victor A. Duboc, J.
Duboc & Timothy Street begin, Seal and declare this deed
that he with Joseph Salom witnessed the Execution thereof
before me this 18th day of February 1832.

Maunie Simon, J. N. 20th 1832
Recorded 18th Feb 1832.

Benjamin S. Smart &
 Harriet J. Trotter
 &
 Ann Trotter &
 Samuel W. Trotter

South Carolina

Articles of agreement made
 and put into this eighteenth day of January in
 the Year of our Lord One thousand eight hundred and
 thirty two between Dr Benjamin S. Smart of the
 District of Columbia and White afforeaid of the first

part Harriet J. Trotter daughter and heir of Lawrence Trotter late of the District
 of Columbia and White afforeaid decedent of the second part and Ann Trotter
 widow of the said Lawrence Trotter and Samuel W. Trotter son of the said
 Lawrence Trotter and Ann Trotter of the same District (and White afforeaid of
 the third part) Whereas a Marriage is intended wholly to be had
 and celebrated between the said Dr Benjamin S. Smart and Harriet J. Trotter, and
 whereas the said Harriet J. Trotter is possessed of and entitled to the personal
 estate hereafter mentioned and it hath been agreed between the said parties that
 the said personal estate shall be bargained and sold, transferred and assigned
 and secured jointly and effectually to the said Ann Trotter & Samuel W. Trotter
 and the survivors of them, his and her executors administrators and assigns, children
 for the purposes herein after mentioned, but by reason of the minority of the said
 Harriet J. Trotter the same cannot at present be effected. Now therefore the
 said Doctor Benjamin S. Smart in consideration of the said intended Marriage
 and in pursuance of the said agreement, and also in consideration of the sum of
 five shillings sterling to him in hand paid by the said Ann Trotter and Samuel
 W. Trotter the said party for himself his executors and administrators, articles, covenants,
 promises and agreed to and with the said Ann Trotter and Samuel W. Trotter their
 executors administrators and assigns in manner following, that is to say that as soon
 as the said Marriage shall have taken effect he the said Doctor Benjamin S. Smart
 will bargain sell and transfer jointly and effectually to the said Ann Trotter
 and Samuel W. Trotter and the survivors of them, his or her executors administrators and
 assigns the following negro Slaves, with the future increase of them and issue
 off them to wit: Ogea, Jerry, Port, Tom, Martin and Sisio On Trust near the
 top to go for the following uses and purposes, that is to say In Trust to and
 for the joint use benefit and behoof of them the said Doctor Benjamin S. Smart
 and Harriet J. Trotter during their joint lives and from and after the death of
 the said Doctor Benjamin S. Smart should he die before the said Harriet J. Trotter then
 In Trust for the sole use, benefit and behoof of the said Harriet J. Trotter her
 executors administrators and assigns, and in case the said Harriet J. Trotter
 should die before the said Dr Benjamin S. Smart without leaving any child or
 children grand child or grand children living at her death then In Trust
 from and after the death of the said Harriet J. Trotter to and for the sole
 use benefit and behoof of the said Ann Trotter and the survivors of the said
 Harriet J. Trotter and the survivors of them, their heirs Executors admin=

institutions, and assigns, and should the said Dorset & Dottle die before the said
 Doctor Benj. & I. Smart leaving any child or children, grand child or grand children
 living at her death, then the said Benj. & I. Smart from and after the death of the said Dorset
 & Dottle to and for the use benefit and behoof of the said Doctor Benj. & I.
 Smart and of such child or children, grand child or grand children, his her or
 their executors administrators or assigns, as tenants in common during the natu-
 ral life of the said Doctor Benj. & I. Smart without any accident to be paid
 of or for the hire work, labour or services of the said Benj. & I. Smart
 death, then the said Benj. & I. Smart to and for the use benefit and behoof of such child
 or children, grand child or grand children his her or their executors, admin-
 istrators or assigns, if more than one as tenants in common, such grand-
 children taking between them only their parents share; and in case any of such
 children or grand children should die during the life time of the said Doctor
 Benj. & I. Smart and before the age of twenty one years without leaving any
 child or children living at his or her death, then as to the share of such
 child or children to be divided from and after the death of the said Doctor
 Benj. & I. Smart to and for the use benefit and behoof of the said other child
 or children, grand child or grand children, his her and their executors, admin-
 istrators or assigns, if more than one as tenants in common, the grand children
 taking between them only their parents share; and as to the share of any such
 grand child, who alone may take the whole of a parents share or as to the
 share of any such grand children who together may take the whole of a
 parents share the said Benj. & I. Smart from and after the death of the said Doctor Benj.
 & I. Smart to and for the same uses as those last mentioned, but as to the share
 of any one or more of such grand children, who together with his, her or
 their Brothers and Sisters may take the whole of a parents share to be divided
 from and after the death of the said Doctor Benj. & I. Smart to and for
 the use benefit and behoof of his, her and their Brothers and Sisters
 his her and their executors, administrators and assigns, if more than one as
 tenants in common.

On witness whereof the said Dorset has hereunto set their hands
 and affixed their seals at Barmouth on the day, and in the Year first
 above writing

Sealed & delivered in presence of
 Sarah Ann M. J. & Co

Benj. & I. Smart (25)

Sarah Patterson

Ann the Christiana

Bartholomew

I solemnly appeared before me Sarah Ann M. J. & Co on the day
 and before us, she was present and saw Benj. & I. Smart
 sign and deliver the within instrument of writing on the day and Year within the
 time for the use and purposes therein mentioned and that she saw Sarah Patterson sign
 the same as a witness thereto with herself—

Witness my hand & seal this 22nd day of Feb. 1832 before me J. F. Schmitt—
 — Records 22 Feb. 1832 —

John
 Bishop
 of Kent
 and to

estate
 into an
 follows
 Land Co
 tried a
 "Item M
 "One sign
 "died a
 "I give a
 "My Estab
 "Natural
 "desires
 "equal la
 "I have
 "Embarked
 "of my
 "Release Co
 "of said
 "more far
 "make la
 "er / on
 "hundred
 "the turn
 "and after
 "the trans
 "duly for
 "the up
 "is the one
 "Your p
 "midway o
 "day of
 "between
 "an equal
 "make a
 "he depic
 "the Re

Ex parte
John Eubanks
Petitioner for the Sale
of Real and Personal Est-
ate to effect Settlement

South Carolina
Chancery District 3 In Chancery

To the Honorable the Chancellor of said State
The humble petition of John Eubanks respectfully sheweth
to Your Honors that Adam Eubanks late of the district and
estate aforesaid being seized and possessed of a considerable
estate real and personal, departed this life having made and executed his last
will and testament and thereby amongst other things devised and bequeathed as
follows "First" I give and bequeath to my son Isaac Eubanks. One tract of
Land containing three hundred acres more or less lying on Edisto River in the dis-
trict aforesaid, which said tract of land is the portion of my landed estate.
"Item the second, I give and bequeath unto my son Anderson Washington Eubanks
One negro give names (check) and the plantation where I reside containing one hun-
dred acres more or less and an equal portion of my estate besides them the third
I give and bequeath to my dear, beloved wife Sarah Eubanks the whole of
my Estate both real and personal except what is above disposed of, during her
natural life or widowhood and at her death or marriage. It is my will and
desire for my executors to take my estate into their hands and make an
equal division of the same amongst all my sons and daughters except what
I have already bequeathed as above to my sons Isaac and Anderson Washington
Eubanks which is theirs in fee simple besides their equal division of the other part
of my estate. Item the fourth I do constitute make and ordain my son
Isaac Eubanks and John Eubanks the sole executor" as by reference to a copy
of said last will and testament here with filed and marked Exhibit A. will
more fully and at large appear. That said last will and testament was duly
made and published by the said testator (who was the father of Your petitioner
or) on or about the eight day of September in the Year One thousand Eight
hundred and eleven. That said testator departed this life on or about
the twenty first day of August One thousand Eight hundred and twenty
and upon or some, after the death of the said testator to wit on or about
the tenth day of November One thousand Eight hundred twenty, Your petitioner
duly proved said will in the Court of Ordinary for Barnwell District and
took upon himself the further and execution thereof, and that Your petitioner
is the only executor who has been duly qualified as such by the ordinary.
Your petitioner for the sheweth to Your Honors that Sarah Eubanks the
widow of the testator departed this life on or about the twenty third
day of September One thousand Eight hundred and thirty one, and that
although the will of said testator authorizes the executors to make
an equal division of the estate, yet Your petitioner feels unwilling to
make such division of the real estate. Being satisfied that it cannot
be done satisfactorily and without injuring the interests of some of
the heirs. Your petitioner further sheweth to Your Honors that the

real estate of the said testator Consists of different tracts of land to wit
 One tract of land lying and being in Warramie District containing
 Eight hundred and twenty four acres more or less and bounded as follows, on
 the north by lands belonging to Philip Cook and others, South by lands
 belonging to James J. Cutbanks and Elijah Freedom, East by lands belonging
 to Monte Men Thresher and West by lands belonging to the estate. Also one
 tract containing 280 acres more or less bounded N. by lands belonging to
 Samuel Cutbanks, Southward by lands belonging to
 Stephen Cook, and E. by lands belonging to the estate. Also one tract
 containing 290 acres more or less, and bounded north by lands belonging
 to the estate, West by lands bequeathed to said W. Cutbanks, E. by lands
 granted to Judy Cutbanks dec'd and lands belonging to Stephen Cook
 S. by lands belonging to the estate. Also one tract containing fifty
 six acres more or less, bounded N. by lands belonging to the estate, S.
 by lands belonging to the estate, E. by lands belonging to Stephen Cook, W.
 by lands belonging to Richard Handstrom - Also one tract containing 200
 acres more or less, bounded N. by lands belonging to Richard Handstrom and
 part W. to the estate, S. by lands belonging to Aaron Heath and others
 E. by lands belonging to the estate. Also one tract containing 150 acres more or less, bounded N. by lands belonging to
 Jacob Widner, S. by lands belonging to Aaron Heath, E. by lands belonging
 to the estate and W. by lands belonging to Richard Handstrom and the
 estate of Aaron Heath dec'd. Your petitioner further shews to Your
 Honors that the said testator in his life time caused a small tract of
 vacant land to be surveyed containing about fifty eight acres more or less
 lying in the district of Warramie and bounded as follows, N.E. by lands be-
 longing to the estate, S.W. and E. by lands belonging to James J. Cutbanks, S.W.
 and E. by lands belonging to Stephen Cook - that after the death of
 said testator, Judah Cutbanks his widow, obtained a grant for
 said land from the State. And Your petitioner further shews that
 all the different tracts of land abovesaid are immediately adja-
 cent to each other. Your petitioner further shews that the final
 settlement of the estate can be made among the different heirs
 who are entitled to the estate, under the will of the testator, unless
 the lands are sold for that purpose, therefore prays for leave
 to grant an order for the sale of the different tracts of land above
 mentioned in such quantity, at such time and upon such terms
 as to Your Honors may seem right and proper, and Your petitioner
 ever will ever pray &c.

John Cutbanks

In addition to the above petition and by way of amendment thereto Your
 petitioner shews to Your Honors that Joseph Carris the husband of

Mary
 - double
 and the
 one his
 land
 and the
 or rather
 and the
 Your pe
 Your pe
 real an
 purpose
 North

Thurs

Oppos
 After
 On the
 Motion
 and the
 all the
 interest
 to be
 One day
 disburse
 found
 has pro
 they are
 on them
 leave a
 to be
 crew be
 37

James
 Eligable

Wm

Proctor

Mary Cario (one of the heirs of the said testator) is insolvent and a considerable number of judgments and other debts standing against him undischarged and that his habits are such as to render it unsafe for him to have any control over his wife's estate Your petitioner also states that John Sherman the husband of Melinda Sherman one of the heirs, is very dissipated, is insolvent, and has voluntarily, and without any good reason separated from his wife or rather his conduct was so violent and abusive that a separating entered and he has left the state about three years since and has not returned. Your petitioner also states that he has left creditors in this state undischarged. Your petitioner therefore prays that the partition of the estate of said intestate real and personal as may appear due to them on a final division of the property may be settled to their separate use in such way as to Your Honors shall seem right and proper - and Your petitioner will ever pray

John Carbanks

Witnessed In New York, Albany, Term 1832

His Honor Chancellor Johnson presiding

Ex parte
John Carbanks Petitioner for the sale of real estate and to settle settlements
On hearing the report of the Commissioner in this case it is ordered on motion of J. P. Bensch Attorney Solicitor that the same be confirmed and that the Commissioner do sell at the house of the late Adam Carbanks all the real estate embraced in the petition on two and three years credit with interest from the day of sale taking bond mortgage and personal security to secure the payment of the purchase money - first giving at least twenty one days public notice of the sale And it is further ordered that the distributive share of said estate real and personal which shall be found due to Mrs Melinda Sherman and Mrs Mary Cario (and which has not been ordered to possession by either of their husbands) be and they are hereby declared to be settled to their separate uses respectively upon them during their natural lives and to their issue which they shall leave living at their respective deaths - And John Carbanks is appointed trustee under this decree of settlement - It is further ordered that this decree be recorded according to law

3rd February 1832

Ch. Johnson

Recorded 22 Feb 1832

Feb 3. 1832

Samuel Wilson &
Elizabeth P. Mayzick
to

Wm. Mayzick Sir Justice

made and executed the thirty first day of February in the Year of our Lord One thousand Eight hundred and Thirty Two at New York Elizabeth Packer Mayzick of Charleston in the state aforesaid of the first part

Samuel Wilson of the same place Physician of the second part and William Mayzek Senior of the same place names and Appointees Trustees of the third part Whereas a marriage is about to be had and solemnized between the said - Elizabeth Pollegzek and the said Samuel Wilson and the said Elizabeth P. Mayzek is possessed of and entitled to the estate Rights, Bank Stocks & the Securities and Choses in action hereinafter mentioned and assigned - which it is agreed between the said Parties that he settles and discharges the Trusts in the manner and with the limitation power and provisions hereinafter set forth. Now This Certificate Witnesseth that the said Elizabeth Pollegzek in Consideration of the said intended marriage and also in Consideration of the sum of one dollar is her paid to, the said William Mayzek Senior has granted conveyed sold assigned transferred, and set over and does by these presents - grant convey sell assign transfer and set over unto the said Wm Mayzek the following property, that is to say - Three hundred dollars of the United Debt of the State of South Carolina bearing an interest of six per cent per annum - Commonly called Six per cent Stock, also three thousand and seventy six dollars thirty three Cents of the United Debt of the same State bearing an interest of three per cent per annum Commonly called Three per cent Stock, also Twelve Shares of the Capital Stock of the Bank of the United States, also the joint and several Bonds of William Donas and Mrs Donas to the said Elizabeth P. Mayzek bearing date the first day of November One thousand eight hundred and twenty nine in the penal sum of One thousand four hundred dollars Conditioned for the payment of One thousand two hundred dollars (with interest from the date payable half Yearly) on or before the first day of November One thousand eight hundred and thirty also all the right title and interest whatever of the said Elizabeth P. Mayzek in and to a certain Bond of Elias Spaulding (since deceased) to Paul Mayzek bearing date the twenty third day of April One thousand eight hundred and ninety in the Penal sum of One hundred and sixty five dollars forty eight Cents Conditioned for the payment of One hundred and eighty three dollars seventy four Cents (with lawful interest from the date payable annually) on or before the twenty third day of July One thousand eight hundred and ninety and is and to be assigned thereupon entered in the Court of Common Pleas for Charlotte District on the nineteenth day of April One thousand eight hundred and ninety two. It reads and is to hold as follows singular the premises above described (and assigned unto the said William Mayzek his Executors Administrators and assigns and assigns) On Trust severally for the said Elizabeth P. Mayzek her Executors Administrators and assigns unto the said Elizabeth P. Mayzek her Executors Administrators and assigns and after the solemnization thereof upon the Trusts and for the intents and purposes and subject to the limitations, powers and provisions hereinafter expressed and declared of and concerning the same -

that is
Elizabeth
State, and
Mayzek
of the
Execution
other Trust
Elizabeth
Mayzek
his wife
the said
in Trust
living at
which can
you who
sign of
which his
he equally
not more
and in Can
the time
death
former
time of
Wilson
any in
as shall
her or
equally
for North
County
said
Successor
kind to
Credit of
Samuel
hand to
lay out an
effort, as
suffering
said
ject to a

that is to say, upon Trust to permit and suffer the said Samuel Willem
Elizabeth P. Mayzek during their joint lives to receive, take and enjoy the inte-
rests, dividends income and profits thereof and in case the said Elizabeth P.
Mayzek should survive the said Samuel Willem then from and after the death
of the said Samuel Willem in Trust to the said Elizabeth P. Mayzek her
Executors administrators and assigns and discharged from all for the said
other Trusts. But in case the said Samuel Willem should survive the said
Elizabeth P. Mayzek then from and after the death of the said Elizabeth P.
Mayzek in Trust to permit and suffer the said Samuel Willem during
his life to receive and take the interest, dividends income and profits of
the said property, and from and after the death of the said Samuel Willem
in Trust for such Children of the said Elizabeth P. Mayzek as shall be
living at the time of the death of the said Samuel Willem and the issue of
such Children of the said Elizabeth P. Mayzek as shall be then dead leaving
issue which shall be then living in equal shares and proportions, but so as the
issue of such Children as shall be then dead shall be entitled only to the share
which his or her or their parent or ancestor would have been entitled to if living, to
be equally divided amongst them. Children in all cases representing their father
or mother and taking the share which he or she if alive would have taken
and in case they should be an issue of the said Elizabeth P. Mayzek living at
the time of the death of the said Samuel Willem then from and after his
death in Trust for such Children of Mary M. Willem deceased
former wife of the said Samuel Willem as shall be living at the
time of his death and the issue of such Children of the said Mary M.
Willem as shall be then dead leaving issue which shall be then li-
ving in equal shares and proportions but so as the issue of such Children
as shall be then dead shall be entitled only to the share which his
or her or their parent or ancestor would have been entitled to, if living to be
equally divided amongst them. Children in all cases representing their father
or mother and taking the share which he or she if alive would have
taken. Provided always and it is agreed and declared by and between the
said Parties that the said Trustees his Executors administrators assigns and
Successors in the said Trust shall have full power and authority from
time to time and at all times hereafter by and with the advice and
Consent of the said Samuel Willem and Elizabeth P. Mayzek or the said
Samuel Willem surviving her, expressed in writing under their or his
hand to sell and dispose of the said property or any part thereof and
lay out and invest the money arising from such sales in such other pro-
perty as the said Samuel Willem and Elizabeth P. Mayzek or the
surviving her shall by writing under their or his hand direct, which
said other property shall be bought with the said money shall be sub-
ject to the same Trusts uses limitations powers and provisions as are

above expressed and declared of and Concerning the property herein before mentioned and assigned. And it is further expressed declared and appointed that in Case of the death or resignation of the said Trustee the said Samuel Wilson and Elizabeth P. Mayjek or the surviving her share and may by writing under their hands and seals nominate and appoint another Trustee or Trustees in his place and stead and again as often as the same may be necessary shall and may appoint another or others - In witness whereof the said Parties have hereunto set their hands and seals the day and year first above written -

Signed Sealed & delivered in the Presence of
William Mayjek
Abraham Mayjek

Elizabeth P. Mayjek (29)
Saml. Wilson (28)
William Mayjek Ch (28)

State of S^c Carolina Personally appeared before me Abraham Mayjek and made oath that he had seen Elizabeth P. Mayjek, Saml. Wilson and William Mayjek their signs seal and deliver the marriage settlement and that he together with Wm Mayjek witnessed the same -

Given & signed on 27 Feb 1832 -
S^c Geo W. Parvilly Notary
Recorded 27 Feb 1832

Eliza Lucilla Ball &
Robert Deane Simons

Almya Ball H. S. Ball &
Elias Octavian Ball Trustee

State of South Carolina
This Indenture Tripartite made the first day of March in the Year of our Lord One thousand Eight hundred and Thirty Two Between Eliza

Lucilla Ball of the first part, Robert Deane Simons of the second part, and Almya Ball H. S. Ball and Elias Octavian Ball of the third part. Whereas the said Eliza Lucilla Ball is entitled to Considerable real and personal property under the will of her Father John Ball deceased, as set forth in Schedule A. B & C. hereunto annexed, and to be taken as parts of the said Schedule, and Whereas a marriage is agreed upon and intended to be shortly had and solemnized by and between the said Robert Deane Simons and the said Eliza Lucilla Ball and upon the treaty of the said intended marriage, it was agreed upon by and between the said Robert Deane Simons and the said Eliza Lucilla Ball that the said property do derive from the will of her Father as aforesaid should be assigned and made over unto the said Almya Ball H. S. Ball and Elias Octavian Ball upon the Treaty and for the intent and purposes hereinafter expressed and declared of and Concerning the same - Now this Indenture Witnesseth

that in Case of the death or resignation of the said Trustee the said Samuel Wilson and Elizabeth P. Mayjek or the surviving her share and may by writing under their hands and seals nominate and appoint another Trustee or Trustees in his place and stead and again as often as the same may be necessary shall and may appoint another or others - In witness whereof the said Parties have hereunto set their hands and seals the day and year first above written -

Elizabeth P. Mayjek (29)
Saml. Wilson (28)
William Mayjek Ch (28)

State of S^c Carolina Personally appeared before me Abraham Mayjek and made oath that he had seen Elizabeth P. Mayjek, Saml. Wilson and William Mayjek their signs seal and deliver the marriage settlement and that he together with Wm Mayjek witnessed the same -

Given & signed on 27 Feb 1832 -
S^c Geo W. Parvilly Notary
Recorded 27 Feb 1832

Eliza Lucilla Ball &
Robert Deane Simons

Almya Ball H. S. Ball &
Elias Octavian Ball Trustee

This Indenture Tripartite made the first day of March in the Year of our Lord One thousand Eight hundred and Thirty Two Between Eliza

Lucilla Ball of the first part, Robert Deane Simons of the second part, and Almya Ball H. S. Ball and Elias Octavian Ball of the third part. Whereas the said Eliza Lucilla Ball is entitled to Considerable real and personal property under the will of her Father John Ball deceased, as set forth in Schedule A. B & C. hereunto annexed, and to be taken as parts of the said Schedule, and Whereas a marriage is agreed upon and intended to be shortly had and solemnized by and between the said Robert Deane Simons and the said Eliza Lucilla Ball and upon the treaty of the said intended marriage, it was agreed upon by and between the said Robert Deane Simons and the said Eliza Lucilla Ball that the said property do derive from the will of her Father as aforesaid should be assigned and made over unto the said Almya Ball H. S. Ball and Elias Octavian Ball upon the Treaty and for the intent and purposes hereinafter expressed and declared of and Concerning the same - Now this Indenture Witnesseth

117
that in Consideration of the said intended marriage and in pursuance and
perfection of the said former bond marriage agreement, and also in Considera-
tion of the terms of the Order of the said Honorable Judge H. J. Paul and
Charles Octavian Paul to the said Elizabeth Paul in and out of the
paid at and before the making and delivery of these presents, the receipt
whereof is hereby acknowledged, the said Elizabeth Paul with the Consent
of the said Robert Edgar Simons, testifies of this being a party to and sealing
and delivering of these presents. Now the Honorable Judge H. J. Paul assigns, transfers, and
let over, and of these presents doth the said Honorable Judge H. J. Paul assigns, transfers, and
let over unto the said Robert Edgar Simons, H. J. Paul and Charles Octavian Paul their heirs
Executors, administrators and assigns according to the nature of the property, whether
real or personal, but never to be upon the Trust herein after declared of and
Concerning the same, that is to say, sell and convey the property real and per-
sonal set forth in said Decree of the said Honorable Judge H. J. Paul to wit
to himself and also for the said Robert Edgar Simons from and immediately
after the celebration of the said intended marriage, to receive the income
and profits of the said property, real and personal for the joint benefit and
use of himself and his said intended wife, the said Elizabeth Paul
for and during their joint lives and after the death of the said Elizabeth Paul
Paul leaving Children, and the said Robert Edgar Simons surviving her
then in Trust to permit the said Robert Edgar Simons to receive and
enjoy the income and profits thereof for and during the term of his nat-
ural life, and upon the death of the said Robert Edgar Simons, to survi-
ving his said intended wife as aforesaid, then in Trust to divide the said
property, real and personal equally among each Child or Children of the said Mar-
riage, as may be living at the death of the said Robert Edgar Simons
or surviving as aforesaid, provided nevertheless that the Child or Chil-
dren of any Child or Children of the said intended marriage, who may
have died prior to the death of the said Robert Edgar Simons surviving
the said intended wife as aforesaid, shall take the share of the said property
to which he or they were living would have been entitled. And that
the said Robert Edgar Simons survives the said intended wife, and there
shall be no Child or Children grand Child, or grand Children of said in-
tended marriage living at the death of either of them or such surviving
her, but that the share of all due in this case shall then in either case upon
this final Trust that the said Trustee or the survivor of them or the
heirs, Executors, administrators and assigns of such survivor, according to the
nature of the property, do and shall deliver up to the said Robert Edgar
Simons or to his heirs, Executors, administrators and assigns all and singu-
lar the said estate real and personal, and do and shall execute and deliver
to the said Robert Edgar Simons or his said legal representatives, good
and sufficient titles according to the nature of the property. If on the

168 *Contrary* Summar the said Elysa Lucille Ball the intended wife of the said Robert Donnan Simms, should survive him, whether then be or not if any of the said intended marriage then that all the Trustees of the Settlement shall cease and be at an end, as though this Settlement had never been made and the said Elysa Lucille Ball wife of the said Robert Donnan Simms according to the provision of this Will be and remain the absolute and undivided estate of the Property herein bequeathed and that the Trustees aforesaid or the survivor of them, his heirs, executors administrators and assigns, do deliver up to her all and singular the aforesaid Property, land ex parte and deliver to her or her legal representatives good and sufficient titles according to the nature of the Property. And upon the further Trust, that the said Trustees shall and lawfully may to the said H. J. Ball the sum of Six thousand Dollars (\$6,000) out of such fund or funds here settled, as the said Trustees shall in agreement with the said Elysa Lucille Ball and Robert Donnan Simms deem most available and advantageous, which said sum of Six thousand Dollars (\$6,000) is to be paid as aforesaid to the said H. J. Ball, shall be held by the said H. J. Ball in Trust nevertheless for the sole and separate use and benefit of Martha Caroline Torcan the wife of Augustus Torcan without being in any wise subject to the debts, Contracts interferences or engagements either of the present or any future husband of the said Martha Caroline Torcan notwithstanding her Coverture, and upon the further Trust that the said Martha Caroline Torcan notwithstanding her Coverture, shall and may have full power and authority, with the Consent and advice of her Trustees that said H. J. Ball to dispose of the said sum of Six thousand Dollars (\$6,000) or of any property that may be purchased therewith in any manner that may be deemed most advantageous to her, by any instrument of writing whether in the form of a will or testamentary, signed and sealed by the said Martha Caroline Torcan and attested by two credible witnesses in all respects as if the said Martha Caroline Torcan was a feme sole. But should the said Martha Caroline Torcan die without disposing of the said sum of Six thousand Dollars (\$6,000) or of the property that may be purchased therewith, agreeable to the above herein before said In Trust that the same shall go to and be divided among the Children of the said Martha Caroline Torcan by her present husband the said Augustus Torcan, their heirs, executors, administrators and assigns, whole and share alike, and it is further declared and agreed by and between the parties to these presents, that upon the death of any or all of the said parties of the third part, the Trustees under this Settlement the said Robert Donnan Simms and Elysa Lucille Ball or the said Robert Donnan Simms shall have full power and authority

ity to substitute other Trustees in his or their places, as often as may be necessary that is to say, the said Robert Connor Simons and Elyse Lucille Pate during their joint lives, and the said Robert Connor Simons, should he die leaving Children and him surviving her, which said power shall be executed by indorsement on this deed under hand and seal in the presence of two credible witnesses, and it is further declared and agreed by and between the parties to this deed that the said Trustees or the survivor of them or such other as may be substituted in their places in conformity with the preceding proviso of this deed, shall have full power and authority to sell and dispose of the whole or a part of the said property upon the application of the said Robert Connor Simons and Elyse Lucille Pate during their joint lives or of the said Robert Connor Simons should the said Elyse Lucille Pate die leaving him and Children surviving her, in writing under their hands and seals in the presence of two credible witnesses, upon the condition that the proceeds of said sale shall be invested by them in such other property as the said Robert Connor Simons and Elyse Lucille Pate or the said Robert Connor Simons in case of her death before him, leaving Children, shall direct in writing as aforesaid, and finally it is agreed by and between the parties to these presents, that in the event of the absence of either of the said Trustees from the City of Charleston, it shall and may be lawful for the Trustees or Trustee who may be present to execute the Trusts of this deed, and in the event of the absence of all that it shall and may be lawful for them or either of them to appoint some one as their attorney who shall have power to execute the Trusts of this deed in his or their absence, and in his or their name—

On testimony whereof the parties to these presents have hereunto set their hands and seals the day and Year first above written—

Signed Sealed and delivered
in the presence of
H. G. Legard
Fred. Johnson

Alfred P. Ball (S)
H. G. P. Ball (S)
R. Connor Simons (S)
Elyse Lucille Pate (S)
E. O. P. Ball (S)

State of South Carolina

City of Charleston 3 Hugh S. Legard appeared and made Oath that he was personally present when Elyse Lucille Pate, Robert Connor Simons, Alfred P. Ball, H. G. P. Ball, Elyse Lucille Pate, signed and delivered the within instrument of writing of the Scholastic, H. G. P. Ball, the same annexed to wit for the purposes therein mentioned and that the said document together with this charge subscribed their names, dates as witnesses to the same, sworn to before me 1st day of March 1832

Wm. V. Parrillone Attest

Schedule A

Stock of Stock purchased by Eliza Ball for the minor children of Charles C. Ball

No of Stock	When Purchased	Of Whom	What Loan	Of What Price	Cost	Amount Stock	By payment of interest	Proportion of one share %
244	Sept 7 1818	Wm. Ball	10 Million 1818	102 1/2	25,625	25,000		
343	Sept 2 1819	Charles Ball	"	101	2,020	2,000		
379	Sept 9 1819	Wm. Ball	"	103	575	500		
408	Sept 21 1820	"	"	102	2,040	2,000		
22	Oct 1 1821	Thos. Cochran	"	111	2,167 1/2	2,314 85		
432	Oct 8 1821	Wm. Ball	"	111	3,851 75	3,443 62		
440	Nov 29 1821	"	"	110	2,938 20	2,671 09		
107	Feb 13 1826	J. Hinchey	"	109 1/2	1,160 43	1,358 15	39,655 11	6.609 18
141	Oct 8 1821	"	7 1/2	111	1,021 99	938 73		
161	Nov 29 1821	"	"	110	2,541 40	2,325 91	7 1/2 Million 1826	130p 1826
20	Oct 1 1819	Thos. Cochran	"	103	721	700	2,967 16	881 27
93	April 4 1819	Wm. Ball	25 6	103	354 78	344 46	344 46	68 89
108	April 5 1820	"	"	101	458	1500		
122	May 1 1821	Thos. Cochran	"	102 1/2	2,921 60	2,800 35	7,322 91	10 1/2 1826
6	Oct 8 1821	Wm. Ball	"	111	2,440 20	2,235 35	1,222 15	130p 1826
150	Sept 21 1819	Thos. Cochran	10	111	2,242 21	2,020 21	5,810 76 1/2	10 1/2 1826
162	April 3 1820	Wm. Ball	"	103	721	700		
179	May 1 1821	Thos. Cochran	"	102 1/2	717 50	700		
180	May 15 1821	"	"	111	2,951 61	2,621 49		
182	Sept 10 1821	Thos. Cochran	"	111	1,918 10	1,728 62		
183	Oct 8 1821	Wm. Ball	"	111 1/2	2,795 57	2,507 24		
61	Feb 10 1820	J. Hinchey	"	111	1,121 21	1,040 10		
50	Nov 2 1821	Thos. Cochran	"	100 1/2	1,487 99	1,400		
38	Oct 8 1821	Wm. Ball	Supplementary	103	446 51	455 55	11,208	2,241 60
7	Nov 29 1821	"	"	111	896 01	735 87	6,432 43	10 1/2 1826
18	Nov 17 1821	Thos. Cochran	"	110	3,159 04	2,853 18	2,853 18	10 1/2 1826
55	Oct 18 1821	Wm. Ball	18 Million 1826	108	3,816 17	3,440 90	5,578 25 1/2	10 1/2 1826
193	Nov 29 1821	"	"	102 1/2	285 66	253 66		
333	Jan 10 1826	Thos. Cochran	"	110	1,040 97	946 34		
25	Sept 10 1821	Thos. Cochran	"	102 1/2	2050	3,610		
61	Nov 29 1821	Thos. Cochran	"	102	773 45	690 61		
76	Nov 11 1821	Thos. Cochran	"	110	447 75	411 02		
13	Sept 10 1826	Thos. Cochran	18 1/2 1826	104	664	600		
	Sept 13 1826	Thos. Cochran	18 1/2 1826	103 1/2	1,975 55	1,908 75	72,600 98 1/2	12 1/2 1826
					42,657 15	42,857 15	71,422 86	
United States Bank Shares—								
44	Oct 8 1821	Thos. Cochran	"	118	10,638			
60	2 Nov 1821	Thos. Cochran	"	118 1/2	7,110			
90	2 Nov 1821	Thos. Cochran	"	118	10,620			
162	2 Nov 1821	Thos. Cochran	"	118	7,316			
367	14 Nov 1821	Thos. Cochran	"	110	1,596		36,700	6,116 66
State Bank Shares								
	Feb 29 1826	Thos. Cochran	"	104	7,904		7,600	12 66 66
Union Bank Shares								
	7 Nov 1826	Thos. Cochran	"	61	427		350	58 33
City of New York Stock								
	10 Feb 1826	Thos. Cochran	"	113	282 50		200	41 66
				174	1,443 15 1/2	1,329 107 1/2	527,993 08	

The above Shares being sold and delivered in the presence of
H. J. Lewis
Fred Schmidt

Eliza Shaller Ball Ld
R. Deane Simon Ld
Alm. y. Ball Ld
H. J. Ball Ld
C. O. Ball Ld

Oct
Stace
John
John
J. C.
for
W. C.
J. W.
J. W.
M. C.
H.
C.
E.
Sign
Sing
The
The
one
in
of
V. C.
Sign
in
H.
No

Schedule B

171

Schedule of Bonds due Oct 1834 Date Feb 25. 1832-
 Isaac Ballin Bonds dated 10 Feb. 1819. Balance Feb 1827 - \$20.500
 John P. Ballin do 10 Feb. 1819 Balance of Principal 27 Aug 1821 4.000
 John W. Parley & Chris Ballin Esq in Suit 9 Feb 1819 352
 J. G. Fairbank Esq & the Mortgagee property bought in
 in State 21 Jan 1819 Balance Principal 27 Aug 1821 \$2.350
 Joseph Keck & Co Esq in Suit 9 Feb 1819 Principal 10 Feb 1824 1,335.90
 Joseph Allston Esq & S. P. De Ponce Esq in Suit 9 Feb 1819
 Balance Principal 25 Mar 1830 1,500 -
 J. West & J. E. P. in Suit 9 Feb 1819 Balance
 Principal 16 June 1824 663.09
 M. Myers & J. O. Hens Esq in Suit 9 Feb 1819
 Balance Principal 25 March 1820 1439.95
 H. J. Chalmers & Sophia Chalmers 9 Feb 1819
 (in Suit and the little expectation of
 receiving it \$267 -

29,790.97

4,255.85

E. Lucilla Ballin proportion 1/7
 Signed Sealed and delivered
 in the presence of
 H. J. Legare
 Fred Schmirle

Elijah Snell & Paul (S)
 R. D. Simon (S)
 Abner P. Ball (S)
 H. J. P. Ball (S)
 E. C. Ball (S)

The undivided interest of Elijah Snell & Paul with her Sisters in
 the manseing House and lot and additional lot on which a City Hall
 was erected Situate on East Bay the residence of the said John Ball
 in his life time - The Garden and other enclosed lots adjoining lands
 of Daniel H. Gadsden, Thomas Henry, and Isaac Ball, with the right of way
 leading to the Bridge Street

Signed Sealed and delivered
 in the presence of
 H. J. Legare
 Fred Schmirle

Elijah Snell & Paul (S)
 R. D. Simon (S)
 Abner P. Ball (S)
 H. J. P. Ball (S)
 E. C. Ball (S)

Schedule C

United States Bank Stock

No 526.	10 Shares	876.	11 Shares	1519.	4 Shares
642	4 Shares	897.	61 Shares	1694.	71 Shares
795	6 Shares	1119.	2 Shares	1755.	2 Shares
801	4 Shares	1562.	2 Shares	1824.	21 Shares

172

Schedule C. Cont'd.

2136. 7 Shares	2532. 5 Shares	3144. 3 Shares
2137. 13 Shares	2587. 6 Shares	3324. 5 Shares
2343. 2 Shares	2746. 7 Shares	3403. 75 Shares
2351. 8 Shares	2927. 48 Shares	3777 Shares

Bank of South Carolina

No 1911. 4 Shares. 1943. 31 Shares - 25 Shares

State Bank

No 1780. 12 Shares 1925. 5 Shares 1990. 8 Shares 245 Shares

Union Bank

No 3356 / Share

Signed Sealed and delivered
in the presence of
H. J. Rogers
Chas. Linnits

Edwin Smith	24
H. Carr	24
Alfred 9 Ball	24
H. G. 7 Ball	24
E. O. 9 Ball	24

City 5 1/2 per Cent

No 47 12 66. 67

City 6 per Cent

No. 56 L 1 \$41.66
State 54 - Cent

State 5 per Cent

No 74 — ~~533.58~~

199 — 51.12

132 314.34

~~\$~~ 899.04

This contains the Stock alluded to in Schedule A. the Bond Stock
Stock from Stones and Sons Sit Pinks Plantation, and what
was stocky on her individual account

Signed, Sealed and Delivered

In the presence of
H. H. H.

H. J. Lyard
Fred Schmale

For Linné

Edwin Lucille Bates	24
Wm. Dorr Simon	24
Abner Bates	24
H. G. Bates	24
E. O. Bates	24

Recevd of 1st March 1832

Christopher Louis Andrew Parsin

Elizabeth Charlotte Montagu

The State of South Carolina

Peter Fagolle & Peter Origo Trustees

This sudden temporary trifurcation made
the 2nd day of December in the

Year of Carbons One thousand eight hundred and thirty one between
Christopher Louis Andre Pansin, son of Jean Baptiste Pansin and
Magdelaine Marie Adelaide Baptiste born at Marseille on the -

fourth day of February Anno domini One thousand eight hundred and first of the
first part, Elizabeth Charlotte Montin, daughter of James Montin deceased
and Joan Panneuil his wife born at Charleston, aged twenty two years of the
second part, and Peter Tayle and Peter Orey residents of Charleston of the
third part:—Whereas a marriage is intended, by the Grace of God to be shortly
hereafter, has and solemnized between the said Christopher Louis Andre Pansin and
Elizabeth Charlotte Montin, and whereas the said Elizabeth Charlotte Montin
is now in the sole right possession of certain personal Estate consisting of twenty
six shares in the Planters and Mechanics Bank of Charleston, which said shares
are valued on the day of the date of these presents at thirty seven dollars per share
making the sum of nine hundred and sixty two Dollars and also of diverse
good household furniture, wearing apparel, jewels and instruments of music
valued at the additional sum of One thousand Dollars which said last mentioned
articles are included, and contained in a Schedule and Inventory, in the French
Language herewith annexed, and whereas the said Christopher Louis Andre
Pansin is at present engaged in a lucrative business, and the sum of mo-
ney invested in the above specified Bank Stock, the property of his said in-
tended wife, by being employed in his said business, might be rendered more
beneficial to the said Elizabeth Charlotte Montin, his said intended wife,
than by its present investment Now this Indenture Witnesseth that for
and in consideration of the said intended marriage, it is concluded, declared and
agreed by and between the parties that should the said intended marriage
take effect the said personal estate, Bank Stock goods and Chattels shall
remain subject to the use and trusts and for the purposes herein after men-
tioned and specified, and the said Elizabeth Charlotte Montin by and with
the consent and approbation of the said Christopher Louis Andre Pansin
her intended husband and in consideration of the sum of One dollar in hand
paid, the receipt whereof she hereby acknowledges, hath given, granted, for-
gone, sold, delivered and transferred and by these presents, she the said
Elizabeth Charlotte Montin doth give grant have sold, deliver and
transfer unto the said Peter Tayle and Peter Orey, the said Bank Stock
goods and Chattels to have and to hold, the said Bank Stock, goods and
Chattels to them the said Peter Tayle and Peter Orey and the survivor of them
his executors, administrators and assigns, subject nevertheless to the following uses
trusts and purposes, that is to say, In Trust, that the said Peter Tayle
and Peter Orey should the said intended marriage take effect, should as
soon thereafter as practicable, sell and transfer the said twenty six shares
in the said Planters and Mechanics Bank to the said Christopher Louis
Andre Pansin at such price as they shall be selling at the time of such
sale and the said trustees shall receive for the same, his bond or obliga-
tion payable to them, the said trustees and the survivor of them, his executors, ad-
ministrators and assigns, at such time as the said Elizabeth Charlotte Montin—

24
24
24
24
24

Bank Stock
is what

24
24
24
24
24

Caroline
parties made
in the
and
on the

174 The said intended wife of the said Christopher Louis Andre Pansin shall agree to loan the said sum of money, the value of the said shares, conditioned for the payment of the said sum of money, the value of the said shares, with interest at the rate of five per centum per annum, and the said trustees and the survivor of them, his executors, administrators and assigns, shall receive the said interest as it shall become due, and the same to the said Elizabeth Charlotte Monlin the said intended wife of the said Christopher Louis Andre Pansin for her sole, separate and peculiar use, benefit and behoof, and the said Peter Thyllie and Peter Dreyer and the survivor of them, his executors, administrators and assigns shall be the direction of the said Elizabeth Charlotte Monlin the said intended wife of the said Christopher Louis Andre Pansin to have the use of the said sum of money, the value of the said shares after the said first or mentioned shall have become due, for such further time as the said Elizabeth Charlotte Monlin shall agree to extend the said loan on her paying the interest as aforesaid, and they shall continue to receive said interest and pay the same to the said Elizabeth Charlotte Monlin, the said intended wife of the said Christopher Louis Andre Pansin for her sole, separate and peculiar use, benefit and behoof, and should the said Elizabeth Charlotte Monlin the said intended wife of the said Christopher Louis Andre Pansin not consent to extend the said loan after the said first or mentioned of the said intended husband shall become due - then in trust that the said Peter Thyllie and Peter Dreyer and the survivor of them, his executors, administrators and assigns shall receive the amount and invest the same in such stock or stocks as they shall deem most advantageous, and receive the dividends arising therefrom, as they shall become due, and pay them over to the said Elizabeth Charlotte Monlin the said intended wife of the said Christopher Louis Andre Pansin for her sole, separate and peculiar use, benefit and behoof during the term of her natural life, and also in trust that the said trustees and the survivor of them, his executors, administrators and assigns shall permit the said Elizabeth Charlotte Monlin the said intended wife of the said Christopher Louis Andre Pansin to use and enjoy the goods and chattels specified in the annexed schedule for and during the term of her said natural life, and from and immediately after the death of the said Elizabeth Charlotte Monlin the said intended wife of the said Christopher Louis Andre Pansin in trust that the said Peter Thyllie and Peter Dreyer and the survivor of them, his executors, administrators and assigns shall cause to be transferred and assign all the personal estate being conveyed to them for the sole, separate and peculiar use, benefit and behoof of the said Elizabeth Charlotte Monlin the said intended wife of the said Christopher Louis Andre Pansin, during her lifetime, unto such persons or persons as she the said Elizabeth Charlotte Monlin shall by her last will and

testament by her duly executed and testifying in the presence of three or more witnesses
as giv. deprec or appoint and to want of such gift, appointment or bequest that she
Trust that the said trustees shall pay the same to the heirs at law of the said
Elizabeth Charlotte Monlin. And legally the said Elizabeth Charlotte
Monlin the said intended wife of the said Christophe Louis Andre Pansin
survive her said intended husband then I Trust that the said Peter Ogden and
Peter Dwyer and the survivor of them, his executors administrators and assigns
shall convey, deliver, transfer and assign all the personal estate herein conveyed
to them unto the said Elizabeth Charlotte Monlin free from all and every
travels. And the said trustees and each and every of them do and doth for
himself and themselves respectively covenant promise and declare to and with
the said Christophe Louis Andre Pansin and Elizabeth Charlotte Monlin
his said intended wife, that they will observe and perform the trusts here-
by in them reposed according to the true intent and meaning of their said
Deeds - In Witness whereof we have hereunto set our hands & seals the
day and Year first above written -

Signed Seales and delivered
 in the presence of
 Attest
 F. Petit

C. L. A. Pansis	(G)
Elizabeth Moulton	(H)
P. Fayolle	(H)
Edw. Dreyer	(H)

Eugene M. Moulton

P. Fayolle

Peter Dreyer

Annexed Schedule

10. *Сонз* *Стетиса*

30 Notes chabille on on matin

37 *Super*

48/1376a

24 Reignon's

72' Much as frocks

28 fichen

12 Bonnets de nuit

24 March, or tele

1 Clok en Merino

2 Chapeaux hat

Opus Sententiarum

6/24 gands

Chander

3^{1/4} brace, Doreille

4 bagues en or

3 Kings Co

1. Pravda pro

13 Tally Merino

1 do en Crepe

1 Veile Hense gave

2 Touches per Cinnamon

for Caroline
Charles, my eldest 3^d child, appeared and made oath that he saw
C. L. A. Pansin, Elizabeth Moulton, Pittsford & Sept. Osgood sign
deed & deliver this marriage settlement and that he with John
Leprince witnessed the same. Given & signed one 8th March -
One thousand eight hundred & thirty three
P. H. W. G. 11

Charles, my eldest 3^d child, appeared and made oath that he saw
C. L. & Pansin Elizabeth Humlin, P. Taylor & Peter George Sigal
seal & deliver this marriage settlement and that he with all
Soprines witnessed the same. Given to before me 8th March -
One thousand Eight hundred & thirty two

Recorded 8th March 1832

N. Ravillay
Apr. 2nd

John Postell &
Emma R. Payne

In
His Louis Petigru Master

This State of South Carolina

This Indenture of three
Parts made this Sixth day of March in the
Year of our Lord One thousand Eight hundred and
thirty five Between John Postell of Charleston

Chas. attorney at Law of the first part Emma R. Payne of Charleston Spinster
of the second part and James Louis Petigru of Charleston attorney at Law of the
third part Whereas a marriage is intended by Gods permission to be shortly
had and solemnized between the said John Postell and the said Emma R. Payne
and the said Emma R. Payne is possessors of certain property hereinafter named
particularly described and is also entitled in remainder or expectation to an
undivided part or portion of the Trust estate of Maria M. Payne deceased her
late mother according to the limitation of a deed of marriage settlement ex-
ecuted the tenth day of February Anno Domini One thousand seven hundred and
ninety one between William Payne of the first part Maria Mervant Payne
of the second part and Alexander Rose and Plender Weston of the third
part. And it is agreed on the treaty of the marriage to be had between the
said John Postell and Emma R. Payne as aforesaid that the property to which
the said Emma R. Payne is entitled as aforesaid should be settled and
secured to her use hereinafter mentioned as a provision for the said Emma
R. Payne in case the said marriage should take effect Now this Indenture
Witnesseth that for and in construction of the said intended marriage and ac-
cording aforesaid. She the said Emma R. Payne by and with the consent
of the said John Postell signified by his sealing and being a party to these
presentes hath granted, transferred, aliened, released and confirmed unto the said
James Louis Petigru his heirs and assigns. Six negro slaves named as follows
Myra Lucina, Mary, Clarissa, baby Sam with their future issue, also five
shares in the Eastern Canal Company, and ninety shares in the Bank
of South Carolina standing in the name of the said Emma R. Payne
also all the undivided part or interest of the said Emma R. Payne in
the Trust estate of Maria M. Payne her late mother, also all the
undivided share or part of the said Emma R. Payne of a house in
Queen Street Number (73) about three, to which she the said Emma
R. Payne is entitled under the will of Eliza Branch Hatter widow de-
ceased, also all the right title and demand of the said Emma R. Payne
of or to the residue of the Estate of one William Payne deceased
being and undivided fourth part as by the will of the said John William
Payne, referred unto this date has more fully appeared To Have
and to hold the said property to and for the several uses intents and
purposes hereinafter mentioned, limited, expressed and declared
that is to say to the sole and separate use and behoof of the said

Emma R. Payne during her natural life, not subject to the debts contracted or demands of the said Mrs. Foster and from and after her decease to the use and benefit of persons, and to and upon such uses and trusts as she the said Emma R. Payne, by any writing in nature of her last will and Testament, whether sole or jointly, may limit and appoint, and in default of such appointment to the use of the said Mrs. Foster for and during the natural life she Trust for the education, support and maintenance of herself and the issue of any of the said intestate marriage and from and after the decease of the said Mrs. Foster, then to the children or issue of the said Emma R. Payne to be equally divided among them in the order of distribution, as if the said Emma R. Payne had died intestate without leaving a husband, before the said Emma R. Payne for the execution of the trusts aforesaid. Hath ordained, nominated and appointed and by these presents doth ordain, nominate and appoint the said James Louis Pettigrew her attorney and attorney in irrevocable to transfer the Stock herein before mentioned, according to the rules and by laws of the several Companies to which they belong into the name of the said James Louis Pettigrew, so that they said James Louis Pettigrew may be possessed of the same by a clear and separate and legal right to and upon the uses and trusts aforesaid. And it is further covenanted and agreed between the said parties, that if the said Emma R. Payne shall at any time hereafter become entitled to other property, it shall stand confirmed, limited and devised to the same uses and trusts as the property above limited confirmed and devised. All which whereof the parties to these presents have hereunto set their hands, at New York the day and Year first above writing.

Sealed & delivered in the presence of
Charles J. Payne
Wm. J. Cochran

Mrs. Foster (L.S.)
Emma R. Payne (L.S.)
J. L. Pettigrew (L.S.)

South Carolina Wm. J. Cochran appeared & made oath that he was present when Mrs. Foster, Emma R. Payne & James J. Pettigrew signed and did as their act and deed deliver the instrument of writing for the uses and purposes therein contained and that he with Charles J. Payne witnessed the same. Given under my hand & seal 8 March 1832
Jm. J. McCall
Not Pub + L. W.

Recorded 8th March 1832

Ferdinand LeBlanc
and Anna LeBlanc
To
James Harper Trustee.

The State of S. Carolina
This Indenture made the thirtieth
day of February in the Year of our Lord One
Thousand Eight Hundred and thirty two.

Between Ferdinand LeBlanc of the City of
Charleston and Anna his wife late Anne
Dutrie of the said City and James Harper also of Charleston for
Coylance of the said City Whereas the said Louis Dutrie Father of
the said Anna LeBlanc made and did execute his will on the
fourteenth day of June in the Year of our Lord One Thousand Eight
Hundred and thirty two and did make and did execute his Co-
dicil thereon on the fifteenth day of April in the Year of our Lord
One Thousand Eight Hundred and thirty eight and shortly after
departed his last being a considerable real and personal Estate.
And Whereas the said will and the said Codicil have been proved and
two Thomas W. Harcourt, James A. Harcourt and John B. Harcourt have
according to the said will and the said Codicil made and do make
with the exception in the Schedule hereinafter named and have paid
all the Legacies and the executors have believed to Mrs. Anna LeBlanc
his wife all the property in which she has an absolute interest under
the will and the said Codicil and also all that in which she has a
life estate or reversionary interest including the Brick House and prem-
ises on Queen Street and have also sold all the other real estate, and
have inventory the amount of sales as far as they have been received under
the said will and the said Codicil the amount of the said sales of the lot and wooden
House known as the Queen Street, and whereas the said Louis Dutrie in
and by his said will and Codicil after making his executors and legat-
aries to his three daughters, Charlotte, Maria, and Henriette
Command all the said real and personal Estate real and per-
sonal whatsoever and whosoever situated and the same, stock and pro-
perty lying in the said City of Charleston and elsewhere to be disposed of by his Ex-
ecutors and Legataries to his three daughters and their heirs and assigns and the pro-
ceeds and profits thereof to be paid, received, and for her sole and separate
use, not withstanding her Coverture, neither the Capital nor proceeds to
be subject or liable to the debts or demands of her present or any
future husband, with full power and authority to each of the said
daughters after they shall respectively have attained the age of thirty
years to make and do in relation to her said estate and interest in fullness
of her own will and pleasure and to grant and dispose
of the same in such manner as she shall see fit to take place after
her death and whereas the said Anna LeBlanc in and by her
said will and Codicil directs as a Condition precedent to the de-

living of the proportion of his said daughter that his Executors and Administrators
do require a fit and proper settlement in trust to be made and appointed for
the purpose of securing the said purpose and intent before mentioned with power to
sell and transfer the Estate from one species of property to another as occasion
may require, to be limited and conveyed in like manner subject always to the pro-
visions, limitations, trusts and settlements prescribed in his will and whereas the
said Louis DuRoi also directs in his said will as follows "Item in case any of
my daughter should depart this life under the age of thirty years, or after at-
taining that age and die without having made any disposition of her share
according to the power granted and received in this my will and also the daughter
so dying, shall not leave living at the time of her death any lawful issue
Child or Children, grand Child or grand Children then her share of my Estate
shall go to her sister who may survive her, equally to be divided if more
than one and if but one to her sole, provided never the less that if there
shall be Children of a previously deceased sister, they shall represent
their parent, and take the share which their deceased parent would have taken
had she herself been a survivor as aforesaid. If any of my daughters shall
have departed this life before the death of my wife her share shall go to
such of her sisters, as shall survive my wife. Provided that if at the death
of my wife there shall be any living issue lawfully begotten of any of my
previously deceased daughters, such issue shall take equally as the other
children shall. And Whereas the said Louis DuRoi in and by
his said Codicil, directed upon the death of his wife that all the
Estate real and personal which he has devised and bequeathed to her
for life should be fairly and equally divided amongst his said
three daughters in like manner and for the same Estate, and in all
respects subject to the same provisions, limitations, trusts and settle-
ments, and with like power of disposing by will at the age of thirty
years as aforesaid. And Whereas the Estate of the said Louis
DuRoi in dependence of the said property of Mrs DuRoi in which
she has an usufructuary interest as aforesaid consists of the following
property to wit One Chartrands Bond for Ten Thousand Five hundred &
seventy Nine Dollars, dated the first day of July in the Year of our
Lord One thousand eight hundred and twenty seven payable with
interest from its date on the first day of May in the Year of our
Lord One thousand eight hundred and twenty eight, the time of pay-
ment of which, was extended by the Codicil of the said Louis DuRoi
to three Years after his decease. Provided the interest should be
periodically paid annually, the interest on which was paid up to
the first day of May in the past Year, Other Chartrands
note of Ten Thousand Dollars. the balance due on which
calculated to the first day of May past, was Nine hundred,

and Ninety five Dollars no. Fifty six Shares in the Planters and
 Charles Bank, Twelve Shares in the United States Bank, Eight Shares in
 the Bank of South Carolina, a judgment against Chesley of Br.
 Lumkin, South Carolina for Two hundred and Eighty seven Dollars, ^{two} and
 the Sum of Eighteen hundred and Eighty Dollars, Sixty seven Cents in
 Cash. Hence the balance in the hands of the Executors and Executrix
 aforesaid, according with their accounts and the property in which the
 said Eleanor Dubois has a life estate and which is now in her possession
 being the following to wit. all that lot and Brick House and premises
 with the appurtenances, on Duane Street, where the said Louis Dubois
 resided at the time of his death and the mulatto women Marie Louisa
 and her Children, William and Eleanor and any Children that the female
 now has or may have and the following Slaves to wit Mary Helena and
 William, Charles. John Louis, Juliette, Marianna, Marguerite, Rose, Louise
 Paul, Joseph and Caroline being the remaining, negroes of the deceased
 Louis Dubois, and also his Plate and family Pictures, and articles
 specified in the Schedule hereunto annexed Now this Indenture With
 respect, that the said Ferdinand Dubois for and in consideration
 of the love and affection which he has and bears for his said wife
 Anna Dubois and for the purpose of carrying fully into effect, the de-
 sires and requests, and provisions, limitations, trusts and settlements pre-
 scribed in the will and Codicil of her deceased Father, hath granted
 conveyed sold released, transferred and delivered, and by these presents doth
 grant, convey, sell ~~and~~ release transfer and deliver unto the said James
 Harper, all the right, title interest and property, which he the said Fer-
 dinand Dubois now has or of right might or could have of, in and to all
 and singular the real and personal estate herein before specified and
 bequeathed to, to have and to hold all and singular the said real and
 personal estate and the interest in the present and future issue and increase
 of the female Slaves aforesaid unto the said James Harper and his heirs
 Executors and administrators, according to the nature of the several bequests
 upon the special Trusts and Confidences, intents and purposes herein after
 declared of and concerning the same, that is to say, On Trust to and for
 the same use, intents and purposes, and subject to the same Conditions,
 powers, limitations, restrictions and provisions as are contained and declared in
 the will and Codicil of the said Louis Dubois parts of which explana-
 tion of the said testator's intention have been herein before recited, and the
 said Ferdinand Dubois doth hereby for himself and his heirs, Ex-
 ecutors and administrators Covenant, promise and agree to and with
 the said James Harper and his heirs, Executors and administrators in manner
 following, that is to say, that he the said Ferdinand Dubois or his
 heirs, Executors or administrators, shall and will at all times hereafter -

upon the reasonable request of the said James Harper or his heirs Executors or administrators and at his or their proper Costs and Charges make, do and execute all such reasonable deeds, acts, things and devices for the purposes of more effectually carrying into execution the settlement and the uses and befalls aforesaid, as if the said James Harper or his heirs Executors or administrators, or his or their Counsel learned in the law, may be advised, directed or required. In Witness whereof the said Parties to these presents have hereunto interchangeably set their hands and seals on the day and Year first above mentioned. The words "in the above also" having been previously interlined in the thirtieth line and the words "excepting the amount of the real estate of the lot and wooden house known as such street" having been previously interlined in the nineteenth line of the first page of this deed -

Subscribed and delivered in the presence of
 Thomas Johnson
 Sir William Cross

J. J. Phares (S)
 A. J. Phares (S)
 James Harper (S)

A. Schedule of the property of the Estate of Louis Du Bois dec'd, in the hands of his Executors and Executors pending to in and by the within Deed -

John Chartrando Bond for \$1679	\$1679
dated 1 st July 1827 payable with Int from its date on the 1 st May 1828 time of payment extended to 3 Years after Testator's death	
John Chartrando Note of \$2000, the balance due on which on the 1 st May 1831 was	995.13
Forty Six Shares in the Planters & Mechanics Bank at \$35	1610
Two Shares in the United States Bank at \$129	1548
Eight Shares in the Bank of South Carolina at \$58	464
A judgment against Oliver of Coln by for	487.90
The sum of \$1818.67 in Cash being the balance in the hands of the Executors and Executors, the House and Lot on Queen Street having been sold for \$1850 -	

And the sum of \$855 - having been retained therefrom and from the general balance in their hands to cover the probable expenses of the suit in Equity in which the Proprietors of the Charlotte Theatre are Complainants and the Executors and Executors of Louis Du Bois are Defendants and now pending before the Court of appeals -

A. Schedule of property in the hands of Mrs Du Bois and in which she has a life Estate -
 The Lot and Brick House and premises with the appurtenances on Queen Street, where the Testator resided at the time of his death

182

The Mulatto woman Maria Louisa, and her Children William and Eleanor and also Mary Helan and William Smith. John Lewis. Jacobette Marianas, Margaret, Rose, Louisa, Paul, Joseph and Caroline, being the remaining Slaves, and the future issue of the females - The Plate contains list of Cdn Table Spoons, One Saddle and Saddle Pouch. Ten Forks, Ten Cdn Spoons, One pr of Sugar Tongs, One Tamper, One Sugar Dish, One Tea Pot and One Milk Pot, weighing 107 ounces - Two Hickories of Mr Dods and one of Mrs Dods -

Seals and delivered in the presence of
this twentieth day of July 1834 -

Thomas Edgson
Gen Wm Croft

Thomas Johnson

Ger. Warrn. Cropp—

J. L. P. 24

Chas. D. Phelps Esq

Joas Harper (L.C.)

South Carolina - George Warren Cross appeared and made oath that he saw J. de Bleus at St. Paul and James Harper Sen. Sen. and delivered the instrument of writing & acknowledged and that he South Carolina witnesses attested the same -

Wrote to Lefford mo 21 March, 1832

Olden Place N.H. Feb.

Recorded 21 March 1832

John McMillan Smith &
Margaret Senecker

Maroaret G. Senecker

Co

David Crane -

John McMillan Smith &
Margaret Greener
To
David Evans -

This Indenture made at the City of New York
on the fifteenth day of July, One Thousand eight
Hundred, and twenty eight. Between John Mc-
Millan Smith of the City of Charleston South
Carolina of the one part and Margaret Greener of the same place, Widow
and Parolians of the City of New York. Notary of the other part. Whereas
a marriage is intended by the permission of God, shortly to be had and so-
lemnized between the said John McMillan Smith and Margaret Greener. Now
this Indenture witnesseth that in Consideration of the said intended mar-
riage and pursuant to an agreement in that behalf. by the said John Mc-
Millan Smith doth here for himself, his executors his administrators Covenant
grant, promise and agree to and with the said Margaret and the said David
Evans, their executors and administrators in manner following that is to say that
in case the said marriage shall take effect it shall and may be lawful
to and for the said Margaret notwithstanding her Coverture, and whether
she be sole or married to have hold and retain to her own sole and proper
use and for heirs and assigns forever One certain female slave named
Sarah, aged about eighteen Year, and also another female slave named
Mary, aged about twenty Year, now the property and in the possession
of the said Margaret. Together with the issue of the said Slave Sarah
& Mary, and that the said Margaret may at any time during her

life by any writing or writings under her hand and seal, attested by two or more
 credible witnesses or by the last will and testament in writing, or any writing purpor-
 ting to be her last will and testament to be by her signat, published and declared
 in the presence of the like number of witnesses, to give, bequeath, or dispose of all
 her son, her wife and pleasure the said female Mary Sarah and Mary, and the
 issue of them or either of them, and also that in the said Mrs. McMillan Smith
 shall not her will at any time hereafter obstruct or hinder the said Margaret in making
 such writing, will or disposing as aforesaid. But that she, her executors and ad-
 ministrators shall and lawfully do any lawful act or thing for the making, good, confir-
 ming and corroborating the same according to the true intent and meaning
 thereof, and shall and lawfully permit and suffer all and every the person or per-
 sons to whom such female Mary Sarah Mary, and their issue, or any
 or either of them shall be so given, bequeathed or disposed of as aforesaid
 to have and enjoy the same accordingly to and for his, her or their sole use and
 benefit. In witness whereof the parties to these presents have hereunto set
 their hands and seals the day and Year first above written

Testes subscribed in the presence of

John Graham - Jun
 John Graham

Mrs. McMillan Smith
 Margaret F. Connelley
 D. Evans -

On the day of August 1828 personally appeared before me Mrs. Mc-
 Millan Smith and Margaret Connelley, parties to my acknowledging of the
 oath of Clauser Grant to my Honor to be the said person, described in and
 who executed the within instrument, and they acknowledged the execution
 thereof, and the said Margaret Connelley, being by me privately ex-
 amined apart from the said Smith, acknowledged that she execu-
 ted the same freely and without any fear or compulsion of the said
 Mrs. McMillan Smith, all which being to me satisfactory proof of the
 due execution of the said instrument. I do allow the same to be re-
 corded -

Dist. Mayor

Recorded in the Office of Register in & for the City and County of
 New York in Lib. 2440 of Conveyances page 1067 on the 11 day of
 August 1828 at 4 past 10 A.M.

Examined by Nathl. Sent

Dep. Register
 Wm. T. Pendergast Esq.
 Mayor of the City of New York

City of New York ss

It is hereby certified and made known that
 John T. Mayo, whose name is subscribed to the above Certificate
 is a Commissioner to take Acknowledgments of Deeds, discharges

—yes of Mortgages &c. in and for the City and County of Charleston
and that full faith and credit is due to his Office and
and deeds as such — On testimony whereof I have hereunto
subscribed my name and have caused the Seal of Mayors etc.
to be affixed this sixteenth day of August in the Year of our
said eight hundred and twenty eighth

Seal

Wm. Paulding Mayor

Recorded 22 March 1832

James Peck &
Sarah Gillison

To

Arm P Smith &

Abraham Haugeney

State of South Carolina
St. Pauls District

This Indenture

made this twenty ninth day of December
in the Year of our Lord one thousand eight
hundred & thirty one and, in the first North Year of the Independence
of the United States of America. Wm. Paulding, Mayor of the Parish
of St. Peter, District and State aforesaid of the first part, Sarah
Gillison of St. Luke, Parish, District and State aforesaid of the
second part and Arm P. Smith and Abraham Haugeney of St
Luke, Parish, District and State aforesaid of the third part, Whereas
a marriage is intended to be shortly had and solemnized between the
said James Peck and the said Sarah Gillison parties of the first
and second part, and whereas the said Sarah Gillison is and stands
seized unto an estate both real and personal, to wit the undi-
vided share or portion of the estate real and personal of her de-
ceased father Charles Gillison and also an undivided interest in a cer-
tain legacy mentioned in the will of her deceased relative Thomas Gillison
as unto more fully appear reference being made to the will aforesaid
Now this Indenture Witnesseth that for and in consideration of the
love and affection which the said James Peck hath and beareth
unto the said Sarah Gillison his intended wife and also in Consi-
deration of the sum of four millions sterling money by the said
Arm P. Smith and Abraham Haugeney to the said said Peck
well and truly paid at and before the sealing and delivery of these pre-
sents the receipt whereof is hereby acknowledged, he the said said Peck
by and with the joint and consent of the said Sarah Gillison —
testified by her being a party to and signing & sealing these presents with
grants, paym'ts &c. released and of these presents with grant
Haugeney then his executor, as administrator &c. signs or to the survivors
of them his heirs executors or assigns all the lawful right title claim

interest and
may have
of in a
Thomas
sided there
and the
mas Gill
issue, pro
to belong
and aban
cession, ad
upon such
as are the
that is to
Haugeney
of and
Haugeney
for and be
of the sa
for request
shall serve
or according
said
their con-
ject or to
James P
life time
a child
arrived to
Sarah
her or to
then in c
Haugeney
signs of
for money
Gillison
request
this kind
or then in
part afo
months
from the

This Indenture
of December
thousand eight
Independence
of the United
States. Joseph
and of the
signing of the
said Declaration
between the
of the first
is and stands
with the undiv
ed of her deam
tent in a Cor
two Thomas Gilliam
into a foreign
society of the
and strength
also in Consi
by the said
said this Book
of these pro
Blessed this Book
Gilliam -
two grants. With
with grant
and Abraham
to the survivors
the little claim.

interest and demand whatsoever which in the said Saml. Peck hath or may have of, in and to the estate of the said Charles Gilliam deceased of or in and to the legacy or request aforesaid in the will of the said Thomas Gilliam deceased contained. Or have and to have the said undivided share or portion of the estate of the said Charles Gilliam deceased and the property, legacy, or request aforesaid in the will of the said Thomas Gilliam deceased contained. Together with all and singular the rents, issues, profits, income, and emoluments and advantages thereunto belonging, or in any wise appertaining unto the said Aaron P. Smith and Abraham Hagenman and to the survivors of them and the heirs, executors, administrators or assigns of such survivors from henceforth, from upon such Trust to have the use and for such use, intents and purposes as are herein after expressed and declared of and Concerning the same that is to say In Trust that the said Aaron P. Smith and Abraham Hagenman or the survivors, his heirs executors, administrators or assigns do and shall permit and suffer the said Saml. Peck during the continuance of the marriage aforesaid to receive, take, ask, demand, sue for and recover, possess, and enjoy the said undivided share or portion of the said estate of the said Charles Gilliam deceased and legacy, or request of the said Thomas Gilliam deceased and the rents, issues, profits, income, emoluments and advantages arising therefrom for the maintenance and support of them the said Saml. Peck and Sarah Gilliam for and during the term of their Coverture, and to the intent that the same may not be subject or liable to the Contracts, debts or engagements of the said Saml. Peck, and in case the said Sarah should die in the life time of her intended husband the said Saml. Peck, leaving a child or children then in Trust unto such child or children arriving to the age of twenty one years or marry. But if the said Sarah should die without leaving any child or children surviving her or leaving a child or children who should die without issue then in Trust that the said Aaron P. Smith and Abraham Hagenman or the survivors or the heirs, executors, administrators or assigns of such survivor shall assign, convey and transfer one half or moiety of the said share or portion of the estate of said Charles Gilliam aforesaid and of the undivided interest in the legacy or request of the said Thomas Gilliam aforesaid unto the said Saml. Peck his heirs executors administrators or assigns to be holden for him or them in fee simple, and the other one half or moiety of the property aforesaid unto Mary Smyth wife of Aaron P. Smith and Mother of the said Sarah Gilliam for and during her life freed from the debts & Contracts of her husband, and after the death

of the said Mary Smith, then to in fee simple to the daughter of
the said Mary Smith & her marriage with her second husband
Aaron P. Smith, Share and Share alike. But if the said Sarah
Gilling should survive the said James Peck then in trust that the
said Aaron P. Smith and Abraham Hagenberg shall assign, convey
and transfer unto the said Sarah Gilling her heirs, executors admin-
istrators or assigns all and singular the premises aforesaid, to be held
by her or them in fee simple free and discharged from all trusts
whenever. In Witness whereof the parties to these presents
have hereunto set their hands and affixed their seals the day
and Year first above written.

Signatures and sealing in presence of

Benjamin Croff

H. D. Peck

H. Archer

S. C. Gillingham

James P. Peck

Sarah E. Gilling

Aaron P. Smith

Abraham Hagenberg

Witnessed to the signatures of

Abraham Hagenberg & S. C. Gillingham

South Carolina. I Before me Mr. J. Buckner one of the Justices of
Berkeley District. 3rd the Person in and for the district & State aforesaid
personally appeared H. Archer Esquire who being duly sworn
deposed and shewed that he was present and did see put within
names James P. Peck Sarah E. Gillingham Aaron P. Smith, and Ab-
raham Hagenberg sign seal and as their acts and deeds within the
writing instrument of writing for the purposes therein mentioned
and set forth, and that Benjamin Croff, Sederick P. Peck and John
S. Gillingham together with the deponent witnessed the due execution
thereof.

from to know me this

22 March A.D. 1832

M. J. Buckner

J. D.

H. Archer

Register Office

Berkeley Dist

and Exam'd and Certified

Recorded in Book No. 16. pages 374. 576-

W. B. Buckner

R. M. C. B. D.

Recorded 24 March 1832

George J. Gray, &
Ann Bryan
Dd

State of North Carolina
Beaufort District

187

This Indenture
Wm. W. Bell & John D. Bryan made the Twenty third day of February in the
Year of our Lord One Thousand eight hundred and thirty four Between George
J. Gray of the Parish of St. Peter of the one part and Ann Bryan of the
same parish and both of the State aforesaid, Witnesseth that whereas
there is an intention of Marriage to be had and solemnized between the said
George J. Gray and Ann Bryan, and whereas it is agreed upon by the said
parties that the said marriage can be solemnized, the said Ann Bryan, por-
tion or estate, real and personal, descended or bequeathed to her by her father
and her property and in her possession, viz. Cade, Dead Stock
and Furniture Tracts, Cade and furniture, Cade, or Cade, head of Stock
Cattle and one horse called Tom - also three Negro Slaves, viz. Charles,
Caroline & Charlotte, with their future issue and increase, together with
all Bonds, Notes, Mortgages & assignments - also the following, to-wit: viz.
Three dozen Chairs, One Sofa, Side Board, Dining & Book Case, Crockery
Glass, Bedsteads, and all other things connected with House Keeping, as also
One riding Car, now the property of the said George J. Gray, he made
over entirely to her the said Ann Bryan in such a manner as to be
entirely for her own use & benefit in and the savings, the said George
J. Gray and as her own disposal, by will, deed of Gift or otherwise as
she shall think most proper to leave to whom she will at her death
in case of her leaving no issue of her body by the said George J. Gray,
at the time of her death, but in case of issue of her body by the
marriage with the said George J. Gray at her death, that the said
marriage portion, viz. Furniture Tracts, Horse, Cade, Negroes aforesaid to
descend to said issue to them and their heirs and assigns forever.
Now this Indenture witnesseth that the said George J. Gray for
himself his heirs, executors & administrators, doth by these presents
on Condition of the aforesaid marriage taking place, Covenant and a-
gree to make over to the said Ann Bryan to her heirs executors
& administrators and assigns for ever her said marriage portion, viz.
Furniture Tracts, Horse, Cade, Negroes with their future issue and
increase, together with Bonds, Notes, Mortgages & assignments in as full
and complete a manner and as authentic as the Law can require or
make it be done in manner and form following, (that is to say) in case of
the said Ann Bryan surviving the said George J. Gray her said marriage
portion is to be and remain her absolute property for her own benefit & con-
fort during her natural life and at her death to be willed and disposed
of by her to whomsoever she shall think proper, if no heirs of her body
by the said George J. Gray be then remaining, but if such issue do

Remain open to devolve to such issue in the manner aforesaid and in
 Case of her death before the said George J. Gray her said marriage
 portion is to be disposed of by her in the said manner, that is to say to
 her issue if she have any by the said George J. Gray to them and their
 issue for ever, and if she have no issue by him she is hereby empowered
 in the Case of her death surviving to leave, will and bequeath her mar-
 riage portion aforesaid to any person or persons she shall think most proper
 to them their heirs and assigns forever, to be by them freely and lawfully
 enjoyed and possessed for their own benefit, without any let
 hindrance or molestation in either Case from the said George J. Gray his
 heirs or assigns or any person or persons whatsoever - Provided nevertheless
 and it is agreed by the parties that the said George J. Gray is to have
 the use and profits of the said Marston, Stock Horse, Cattle, Horses,
 Pigs, Ponds, Pastures and Cargements as his own disposal and
 for his own benefit during the time that he and the saidy Ann
 Bryan shall jointly live and so long, without any let or hin-
 -drance from her Creditors hereafter named Sixth It is agreed further
 upon by the said George J. Gray and Ann Bryan parties hereto, to
 appoint William R. Deane and Josiah P. Bryan Trustees for the
 said Ann Bryan to this instrument of writing, and they are hereby
 appointed and empowered to act as such Trustees and to cause that this
 agreement, condition or Marriage Settlement be fulfilled, executed,
 and Complied with in as full and complete a manner as the nature
 and intention of it requires - In Witness whereof the parties to
 these presents have hereunto in testamony set their hands, seals
 the day and Year first within writing

Sealed and delivered in
 presence of
 C. M. Mulligan
 A. Campbell - witness

Ann Bryan - Ld
 G. J. Gray - Ld

Beaufort District

Personally appeared before me A. Campbell who
 being sworn solemnly that he was present and saw G. J. Gray and Ann Bryan sign
 and seal and so their act and deed deliver this instrument of writing for the pur-
 pose therein expressed and that he and C. M. Mulligan witnessed the same
 Given to before me 22 March 1832
 W. B. Backus J. M.
 A. Campbell

Register Office Beaufort Dist - Recorded in Book No. 66 at page
 376 17 and examined 22 March 1832
 W. B. Backus Register
 Recorded 26 March 1832

It be his wife Complainants and the said Thomas Lee and his the said
 Defendant to it was ordered and decreed as follows. that is to say "And it is ordered
 and decreed That the Master out of such part of the Trust Estate as they
 may deem most advisable pay to Paul S. H. Lee the Complainant the sum
 of One Thousand Dollars or so much of said sum as may be necessary to
 be applied to the payment of the Debt for which the income of the Trust
 Estate is pledged and that the said Paul S. H. Lee he and his heirs the
 same and enjoined from assigning or disposing of the income of the Trust
 Estate in participating or from appointing or disposing of will or otherwise any
 part of the same in case Mrs Lee should die leaving issue of the marriage
 although he should survive her or from appointing any otherwise than to the
 own Children equally in case Mrs Lee should die leaving no issue of the marriage
 That the Master do hereafter hold the said Trust Estate for the joint use
 of Mr and Mrs Lee during their joint lives the income for the said to or receive
 of them as the same may from time to time accrue for the maintenance and
 support of themselves and their family and of the survivor for the same for
 good not subject to the Debt of the said Paul S. H. Lee and that Mrs
 Lee be barred and enjoined from exercising any power of sale or
 substitution over the property in settlement and that the Master have
 liberty to sell such part of the Property in which the Trust funds are now
 invested as they may deem fit. taking care to winnet the same in good
 Estate producing an annual income. but this power not to be carried
 further than to make one change of the property now in settlement and
 that the same be reported to the Court. That Mrs Lee be barred within
 of surviving her Husband from exercising the power of appointment accord-
 ing to the settlement to the extent of the One thousand Dollars
 hereby directed to be paid to Mr Lee and that Mr and Mrs Lee do
 agree to under the direction of the Master they proper deeds and releases
 the same fully to accomplish the purpose of this Decree and that the Cost
 of the said be paid by the Master out of the Trust Estate. And the
 said Thomas Lee & his the Van Ryn have paid to the said Paul S.
 H. Lee the said sum of One thousand Dollars for the purpose mentioned
 in the said Decree - Now this Indenture witnesseth That the
 said Paul S. H. Lee and Jacob H. Lee for and in consideration of the
 Premises and in pursuance and execution of the said Decree have
 granted bargained sold released assigned released and of their
 Presents do grant bargain sell released assign and release to the said
 Thomas Lee and his the Van Ryn all the right title in trust claim and
 demand legal or equitable of and to the said Paul S. H. Lee and Jacob
 H. Lee or either of them or in and to all and singular the Estate
 effects real or personal. Move or hereditaries for many mentioned
 and set forth in the said schedule hereon to annexed To Have

and to hold the same to them and their heirs during the lives of the said Paul
J. H. Lee and Sarah H. Lee and of the survivors of them to and after the use and
benefit following, and to and for no other use or interest whatsoever that is to
say, In Trust to pay out the Rents, Issues & Profits of the lands to the
said Paul J. H. Lee & Sarah H. Lee for the maintenance of themselves and
their family during their joint lives, not subject to the Debts or Contracts
of the said Paul J. H. Lee before and after the decease of either of
them the said Paul J. H. Lee or Sarah H. Lee In Trust to pay the said
Rents, Issues & Profits to the survivor for his or her life for the maintenance
support of the survivor and his or her family, not subject to the Debts
or Contracts of the said Paul J. H. Lee, and that the said Paul J. H.
Lee and Sarah H. Lee for the Consideration aforesaid, have united, re-
leased and forever quit claimed and of these Presents, do release, release
and for ever quit claim to the said Thomas Lee & John M. Van Rhyne
all right and title from or authority to sell or exchange or convey
or to call on the said Trustees to sell, change or convey all or any part
of the Estate and effects, Mowin or Securities for money subject and
liable to the Trusts of the said Marriage Settlement, and the said
Paul J. H. Lee for himself his heirs Executors and administrators
doth, release, release & forever relinquish to the said Thomas Lee & John M.
Van Rhyne all right, title, claim, or demand under or by virtue of the
Power of Conveyance in the said Settlement authorizing him the
said Paul J. H. Lee to appoint one moiety of the said Estate effects
in case of his surviving the said Sarah H. Lee - Provided, nevertheless
that if the said Sarah H. Lee should die in the life time of the said
Paul J. H. Lee without leaving issue of the said Marriage living,
at the time of her death, then and in that case it shall and
may be lawful to and for the said Paul J. H. Lee or his last will
& Testament to dispose, limit and appoint to his children or much
of the said moiety as remains to be disposed of, in shares cor-
responding with the shares to which they would be entitled if the
said Paul J. H. Lee was possessed thereof and died intestate
without leaving a widow and no other issue And it is also
provided and agreed by and between all the said Parties that in
case the said Paul J. H. Lee should die in the life time of the
said Sarah H. Lee it shall & may be lawful for the said
Sarah H. Lee or her last will & Testament to dispose of and
appoint to whomsoever she may choose, a sum equal to the
difference between one moiety of the settled Estate and the sum
of Ten thousand Dollars - In witness whereof the Parties to
these presents, have hereunto set their hands, & seals the day
& Year first above writing

Schedule A

Two Bonds of Mrs Sheppard \$12406.75 One Bond of Harry Lane \$4000
 One Bond of George Edmunds \$3080 One Bond of W. S. Smith, aged 49, Bencher
 \$1489.95 Bond of Henry, Boylston, about \$400 and a Bond of Thomas Mow
 \$250 - The House in Cannonsborough in which Mrs Lee at present resides
 situated in Long Street and vacant lot adjoining. Amount in the Master's
 hands, as appears in the Report to the Court in the Case of Lee and Wife vs
 Esq of Van Rhyne about \$3100. The Plantation in St. Bartholomew Parish
 which has an incumbrance upon it for about \$3000. The following
 Negroes viz Primus, Charlotte, Die, Little Primus, Fike, Louisa, Pinch
 Wang, Venus, Clarissa, Charlotte, Maria, Brutus, Sarah, John, Nancy,
 Peggy, March, Feltz, Anchor, Caesar, Joney, Joe, Simus, Cloe, Ann
 Mary, Morris, Rachel, Bella, Mary, Judy, Mary, Eliza, Die, Billy, Ben
 Eugene, Abraham, Bangor, March, Peggy, Maria, Manette, Hagar
 Fuffee, Rhinah, Stath, Sam, Neptune, Matilda, Brig, Charles, Anne
 Jackson, Ben, Corn, Mary Ann, Sucky, Lucy, Sarah, Juliet, Rhinah
 Liding, Sandy, Rose, Old Billy, Ned, Pinah, Benjamin, Joshua
 Jefferson, Jesse, Rachel, Sarah, Sibley, Old Jane, Molly, Sampson
 Anne, Paddy, Jane, Peter, Jany, Pidas, Oling and Adam. Together
 with the Household Furniture valued at \$4000 -

Note of Judge Lee - I have in my hands, 2 Bonds, of Mrs Sheppard
 amounting to \$12406.75 - 1 Bond of Harry Lane \$4000 a Bond
 of George Edmunds \$3080 - W. S. Smith, Bond guaranteed by Robt
 Bencher for \$1489.95 Bond of Henry, Boylston, about \$400 -
 a Bond of Thomas Mow for \$250 - The title for the Cannons-
 borough House. 1 Bill of sale for the following Negroes under various
 substitutions, made from time to time by Mr & Mrs Lee viz Sarah
 Sibley, Ned, Pinah, Benjamin, Andrew, Joshua, Jefferson, Jesse
 John, Joney, Charles, Anne, Louisa, Maria, Rhinah, Venus, Char-
 lotte, Brutus, Jane and her child - These Negroes are in the
 possession of Mr & Mrs Lee. The title for the Plantation, and the
 Bills of Sale for the Negroes, with I give you

Note of Mr Van Rhyne in my hands two Bills of Sale for
 the following Negroes, Joe, Abram, Charles, Jany, Speking, Cate, and
 Rachel the said Negroes are in the possession of Mr & Mrs Lee, also
 a Bill of sale for the Household & Kitchen Furniture valued and
 insured at \$4000, required in part satisfaction of J. C. Wilcox's
 Bond, the balance having been paid to the Master.

Paul S H Lee (Sd) S H Lee (Sd) Thos Lee (Sd) J M Van Rhyne (Sd)
 J. C. Wilcox (Sd)

the ship. Vants 5 M. Mages Jan

At Shaws Run in the district and State of Pennsylvania called Eastern and
 to another undivided share in a house and lot situate lying and being
 in that part of the City of Charleston County called Cannon through one
 one of the heirs at law of the said Francis Moring, who died testate
 and also to certain personal property to wit Negroes in number thirteen
 (13) and named as follows. Lucy. Stephen. Hannah. Loring. Mary. Ann
 James. Hagar. John. Peter. Amelia. Betty. Susan. Frank. Mary. Frank-
 lynn. Rebeck. George. and Kately. being the property allotted to her
 upon a devising already made among the heirs of the said Francis
 Moring and whereas it has been agreed upon by and between the said
 parties that in consideration of the said intended marriage all the above
 mentioned property real and personal as well as all property real or per-
 sonal which the said Moring & Moring may hereafter become entitled
 to or possessors of by Gift. Deed. Descent or Request shall be conveyed
 transferred and secured from and effectually to the said Maria H
 Moring during her life and subject to the uses Trusts Conditions and
 Limitations herein after expressed and declared. Now this indenture
 witnesseth that for and in consideration of the said intended marriage
 and also in consideration of the sum of Five dollars to the said Maria
 H. Moring, in hand paid by the said Maria Moring the receipt where-
 of is hereby acknowledged. The said Maria H. Moring of and with
 the joint and consent of the said Thomas M. Cooper testifying by his
 being made a party to and his sealing and delivering these presents
 hath granted bargained sold transferred and let over and by
 these presents doth grant bargain sell transfer and let over unto
 the said Maria Moring her heirs executors and administrators all
 the said property above mentioned and particularly described. It is
 and to hold the said property unto her the said Maria Moring her
 heirs executors and administrators from on trust nevertheless to and for
 such uses trusts and limitations purposes and provisions as are here
 in after set forth and declared that is to say on trust for the said
 Maria H. Moring until the solemnization of the said intended mar-
 riage and from and after the said solemnization then on trust
 that she the said Maria Moring her heirs executors or admin-
 istrators shall suffer and permit the said Thomas M. Cooper during
 the joint lives of him the said Thomas M. Cooper and the said Maria
 H. Moring his intended wife to have receive and take all the rents
 issues and profits of the said property both real and personal or
 any part thereof for the purposes of maintaining the said Maria H
 Moring and her children but not to be liable to the debts con-
 tracts or engagements of the said Thomas M. Cooper and from and
 after the death of the said Maria H. Moring should she die before

the said Thomas M. Cooper leaving any Child, or Children, Grand child or Grand children living at her death, then In trust that the said Maria Marion her heirs, Executors, or Administrators during the life time of the said Thomas M. Cooper shall authorise suffer and permit him the said Thomas M. Cooper to receive take and enjoy all the Rents, Issues and Profits of the said property both real and personal or any part thereof for the purpose of maintaining such Child or Children Grand Child or Grand Children in such manner as he in his discretion shall see fit, without being accountable to them or any one else for the same but not to be liable for his debts, contracts, or engagements — And from and after the death of the said Thomas M. Cooper then In trust to and for the use and behoof of such Child or Children, Grand child, or Grand children his, her, or their Heirs, Executors, administrators, or Assigns, if there be more than one as tenants in Common such Grand Child, or Grand Children standing in their Parents stead and taking between them only their parents share But in case the said Maria M. Marion should die before the said Thomas M. Cooper leaving no Child or Children, Grand child, or Grand children, or at her death should she leave children who may die unmarried, or having married die, leaving no issue during the life of the said Thomas M. Cooper then the said property to go to whomsoever she may leave the same by will according to the nature of the property notwithstanding her coverture and in default of such disposition or appointment then the same to go to the said Thomas M. Cooper forever — But if the said Thomas M. Cooper should die before the said Maria M. Marion leaving any child or children then In trust that the said Maria Marion trust as afore said do and shall authorise permit, and suffer her the said Maria M. Marion to receive, take and enjoy all the rents, Issues and profits of the said Property real, or personal or any part thereof for her maintainance and for the maintainance and Education of such Child or Children, But if the said Thomas M. Cooper should die before the said Maria M. Marion leaving no Child or children at his death then to the said Maria M. Marion her heirs, Executors, administrators, and assigns forever — Provided always nevertheless that if at any time it should appear to the said Thomas M. Cooper and the said Trustee during the joint lives of the said Thomas M. Cooper and Maria M. Marion that it would be advantageous for the said Maria M. Marion and her Children that the whole or any part of the said property real or personal should be sold or otherwise disposed of and the proceeds therefrom vested in

any other Property real, or personal or both or in case the same thing should appear to the said Thomas M. Cooper after the death of the said Maria H. Marion as to her children or Grand Children then and in that case it shall and may be lawful for the said Thomas M. Cooper, and the said Trustee by their Deed or Deeds properly executed in the presence of two or more credible Witnesses to revoke and make void all and every use, and uses hereinbefore limited of and concerning the aforesaid property, or any part thereof and to limit and declare any new use or uses of and concerning the aforesaid property, so as upon and at the time of the making of such revocation and limiting, any new use or uses of and concerning the same or as soon after as can conveniently be done the monies or proceeds, arising from the sale of the said property or any part thereof to be vested by the said parties in the purchase of any property real or personal, or both and the same well and sufficiently conveyed and transferred unto the said Maria Marion, her heirs, Executors, and administrators, and assigns the said Maria Marion signing the deed, or deeds, conveying and transferring the same and thereby signifying her consent to the same — In trust Nevertheless to and for the use and uses, purpose, and purposes as those already above mentioned and described — Provided also that the same power subject to the same conditions is hereby given to the same parties from time to time as they may think advantageous to revoke the use and uses of the whole or any part of the property acquired by the sale or disposal of the aforesaid property or any part thereof and to appoint and limit such new use, or uses as they may think proper — In witness whereof the parties to these presents have hereunto interchangeably set their hands and affixed their seals the day and year first above mentioned and of the Sovereignty and Independence of the United States the fifty sixth.

Signa testes sublimis The and, or any part thereof and to limit and declare any new use or uses of and concerning the aforesaid property, being first in writing to turn the thirty third line (33) from the top and the fifth line from the bottom on the second page —

Abel H. Brown
Abel L. Brown
Wm. C. Edwards

Maria H. Marion *DS*
Thos M. Cooper *DS*
Maria Marion *DS*

State of South Carolina.

City of Charleston.

Personally appeared Alexander L. Dawson before me and made oath that he saw the within named Maria M. Marion, Thomas M. Cooper and Maria Marion sign, seal, and as their act and deed deliver this instrument of writing to and for the uses and purposes therein mentioned and that he together with Alexander L. Dawson, and Wm. B. Gatewood subscribed their names as, witnesses to the execution thereof.

Sworn to before me this

Tenth day of April A.D. 1832

Thomas L. Jones, J.P. & C.

Sheweth of the Property of Maria M. Marion, intended to be conveyed and conveyed in Part by the within deed — Viz
An undivided share in a plantation or tract of land situate lying and being in the parish of St Johns Berkeley in the District and State aforesaid called Golden and also to another undivided share in a House & Lot situate lying and being in that part of the City of Charleston commonly called Cannonborough as one of the heirs at Law of her Father Francis Marion who died intestate, and also to certain personal property to wit, Negroes in number Nineteen (19) and named as follows, Lucy, Stephen, Harriett, Louisa, Mary, Abel, Vando, Hagar, Newport, Amelia, Patty, Rebecca, Frank, Moses, Binah, Cary, Beck, George, and Ellen, being the proportion allotted to her upon a division already had among the Heirs of the said Francis Marion.

Signed, sealed and delivered in the presence of Officed to this deed of Marriage Settlement

Alex. L. Dawson

Dr. Alex. L. Dawson

Wm. B. Gatewood.

Maria M. Marion

Thos M. Cooper

Maria Marion

(L.S.)

(L.S.)

(L.S.)

Recorded 10 April 1832

Susan M. Delgar & Charles E. Delamar

Joseph Delgar Trustee

South Carolina
This Indenture made the fourth day of April in the year of our Lord one thousand eight hundred & thirty two & in the fifty sixth year of the Sovereignty & Independence of the United States of America. Between Susan M. Delgar, of the first part & Joseph Delgar Trustee of the second part. Whereas a marriage is intended by Gods permission to be shortly had & sol-

emmised by & between the said Susan M. Delgar & Charles
 Delamar: And whereas the said Susan Delgar is possessed
 in her own right of a female negro slave named Manney,
 And whereas it was agreed by & between the said Susan M.
 Delgar & said Charles G. Delamar (testified by the said
 Charles G. Delamar being a party herts & sealing & delivering
 these presents) before the said marriage that the aforesaid
 Negro slave Manney, should be bargained, sold, released,
 & assigned by the said Susan Delgar to the said Joseph
 Delgar his Executors, Administrators & assigns to & for the use
 trusts, intents, & purposes hereinafter declared of & concerning
 the same: Now therefore this Indenture witnesseth that
 in pursuance of the aforesaid agreements & in considera-
 tion of the said intended marriage & also in consideration
 of the sum of one dollar to the said Susan M. Delgar by
 the said Joseph Delgar in hand well and truly paid
 at or before the sealing & delivery of these presents the
 receipt whereof is here by acknowledged. That the said
 Susan M. Delgar by & with the consent & privity of the
 said Charles G. Delamar testified by his being a party herts
 & executing these presents, hath bargained, sold, released,
 & assigned & by these presents doth bargain, sell, release,
 & assign unto the said Joseph Delgar his Executors, admin-
 istrators & assigns the said female negro slave called Manney
 to have and to hold the said female slave Manney together
 with her future issue & increase unto the said Joseph Delgar
 his Executors, Administrators & assigns forever: Subject how-
 ever to such uses & upon such trusts & for such intents &
 purposes as are hereinafter mentioned & declared of & con-
 cerning the same that is to say, in trust to & for the sole &
 separate use & behoof of the said Susan M. Delgar for &
 during the term of her natural life without being in any
 manner whatsoever subject to the debts or contracts of the said
 Charles G. Delamar from and immediately after the death
 of the said Susan M. Delgar in trust for such child or chil-
 dren of said Susan as may be living at the time of her death:
 but should the said Susan M. Delgar die leaving no child, or
 children, Grand child, or Grand children living at the time
 of her death: Then in trust for her Brothers & Sisters or their
 legal representatives freed & discharged from all further trust
 limitation or condition whatsoever: And it is further stipu-
 lated & agreed upon by & between the parties of these pre-

that
 thin
 prop
 for
 in a
 that
 on be
 Del
 stit
 char
 held
 min
 con
 cer
 ful
 pur
 upon
 said
 & w
 the
 sam
 ma
 ful
 in
 af
 use
 cer
 exce
 law
 wh
 se
 fir
 Ven
 per
 being
 Susa
 Jos
 & S.
 Thi
 was
 & Jos

that if the said Susan M. Delgar shall at any time hereafter think it beneficial to her interest to have the aforesaid property sold disposed of, invested, substituted, or exchanged for other property real, or personal, & the sale monies invested in any other property real, or personal, or placed at interest, that then the said Joseph Delgar his Executor or administrators, on being thereunto requested in writing by the said Susan M. Delgar, shall absolutely sell, dispose of, invest, convert, substitute or exchange the same & such purchased, invested, exchanged, or substituted property real, or personal, shall be held by the said Joseph Delgar his heirs, Executors, or administrators subject to the same uses, trusts, limitations, & conditions as are here in before limited & declared of & concerning the hereinbefore assigned female negro slave her future issue & increase & to, for no other use, trust, intent or purpose whatsoever. And it is further stipulated & agreed upon by & between the parties to these presents that they the said Susan M. Delgar & said Charles S. Delamar shall & will from time to time and at all times hereafter upon the reasonable request & at the proper costs & charges of the said Joseph Delgar make, do seal, & execute, or cause to be made, done, sealed & executed all such further & other lawful & reasonable acts, things & things, Conveyances & assurances in the law, whatsoever, for the further better & more perfect assigning & assuring, all, & singular, the premises, for the uses & purposes hereinbefore expressed & declared of & concerning the same as by the said Joseph Delgar his heirs, Executors, & administrators, or his or their counsel learned in the law shall be reasonably advised, directed, or required. In witness whereof the parties to these presents have hereunto interchangeably set their hands & affixed their seals on the day & in the year first above written.

Sealed & delivered in the presence of the latter m. being previously throughout in Susan Delgar's name Joseph Delgar Junr. E. S. North.

South Carolina.

Susan M. Delgar (LS)
Charles S. Delamar (LS)
Joseph Delgar (LS)
Trustee

E. S. North being duly sworn, maketh oath that he was present & saw the within named Susan M. Delgar Charles S. Delamar & Joseph Delgar sign, seal, and deliver the foregoing instrument

of writing as their respective acts & deeds to & for the use & purposes, therein mentioned. & this deponent together with Joseph L. Dwyer & son, subscribed their names in testimony, of the due execution thereof.

Done to before me this

E. J. North.

4th April 1832.

H. T. De saupure. N. B. & Co. officers & U.

Recorded in Book I page 373 in the Register office of
Meane Conyanced Collety, District April 9. 1832

A. Campbell
Register

Recorded 14th Apr 1832

Anthony M. McIntyre

To
Bernard McIntyre
Marriage & Bonds

The State of So. Car.

Know all men by these presents,
that I Anthony M. McIntyre, of Char-
leston, in the State of South

Carolina, am held, and firmly bound unto Bernard M. McIntyre,
of the same place, in trust for Mary Rippon Hanaham, the daughter of Samuel Hanaham, deceased, in the full and just sum of ten thousand dollars to be paid to the said Bernard McIntyre his certain Attorney, executors, administrators & assigns, to which payment, well and truly to be made and done I bind my self and each and every of my heirs, executors and administrators, firmly by these presents. Sealed with my seal, and dated the twenty fifth day of April, in the year of our Lord one thousand, eight hundred, and thirty two, and in the fifty sixth year of the Sovereignty and Independence of the United States of America. Whereas a marriage is intended to be shortly had and solemnized between the said Anthony M. McIntyre, and Mary Rippon Hanaham: And whereas Samuel B. Hanaham the father of the said Mary Rippon Hanaham, now deceased, did after his intermarriage, with her mother now also deceased, execute a deed of settlement whereby he conveyed to Abraham Wilson, and Crofters Bayall, on the second day of May, in the year of our Lord one thousand eight hundred and twenty one, all that plantation or tract of land situate lying and being on James Island in the district of Charleston, and State aforesaid, formerly purchased by the said Samuel Hanaham from John P. B. containing one hundred and twenty three acres of high land, and eight acres of marsh adjoining lands

of writing as their respective acts & deeds to & for the use & purposes, therein mentioned. & this deponent together with Joseph L. Dwyer & son subscribed their names in testimony, of the due execution thereof.

Done to before me this

E. J. North.

4 April 1832.

H. T. De saupure. N. B. & Co. officers & U.

Recorded in Book I page 373 in the Register office of
Meane County and Colletts, District April 9. 1832.

A. Campbell
Register

Recorded 14 Apr 1832

Anthony M. McIntyre

To
Bernard McIntyre
Marriage & Bonds

The State of So. Car.

Know all men by these presents, that I Anthony M. McIntyre, of Charleston, in the State of South

Carolina, am held, and firmly bound unto Bernard M. McIntyre, of the same place, in trust for Mary Rippon Hanaham, the daughter of Samuel Hanaham, deceased, in the full and just sum of ten thousand dollars to be paid to the said Bernard McIntyre his certain Attorney, executors, administrators & assigns, to which payment, well and truly to be made and done I bind my self and each and every of my heirs, executors and administrators, firmly by these presents. Sealed with my seal, and dated the twenty fifth day of April, in the year of our Lord one thousand, eight hundred, and thirty two, and in the fifty sixth year of the Sovereignty and Independence of the United States of America. Whereas a marriage is intended to be shortly had and solemnized between the said Anthony M. McIntyre, and Mary Rippon Hanaham: And whereas Samuel B. Hanaham the father of the said Mary Rippon Hanaham, now deceased, did after his intermarriage, with her mother now also deceased, execute a deed of settlement whereby he conveyed to Abraham Wilson, and Cyprian Royall, on the second day of May, in the year of our Lord one thousand eight hundred and twenty one, all that plantation or tract of land situate lying and being on James Island in the district of Charleston, and State aforesaid, formerly purchased by the said Samuel Hanaham from John P. B. containing one hundred and twenty three acres of high land, and eight acres of marsh adjoining lands

In Meane: Books 5 B2 page 127

formerly belonging to George W. Rivers, on the north and west
and extending northwardly in James Island cut, and eastwardly
on lands of the Episcopal Church, and also certain negro slaves
of whom the following are the names, with their issue, to wit:
Sarah, Sarah, Abigail, Vester, Peter, Ann, Mary, Polly, Tim,
Dinah, Belsey, Edney, Joe, Isaac, Dennis, Thomas, George,
Sam, and Betty. In trust to pay over the rents, issues,
and profits of the said property, real and personal
to the said Samuel Samaham during his natural life,
to be by him applied to the maintenance of his said wife
Margaret Samaham and his children, and after from and
after the death of the said Samuel, on the further
trust that the said trustees, or the survivors of them
shall cause the said property, real and personal, to be
equally divided between the said Margaret, or any wife
of the said Samuel who may be then living, and his
children who may be living at his death, the wife's share to be
in lieu and bar of her dower to have and to hold their respec-
tive shares of said property, real and personal, to them
and their heirs respectively, free from any further trusts.
And whereas after the death of the said Samuel Samaham
his widow the said Margaret the mother of the said
Mary Phipps Samaham in a married wife John McIn-
tyre and the said Mary Phipps Samaham, and the
other minor children of the said Samuel and Margaret
Samaham filed their Bill of Complaint in the Court of
Equity of the said State on the day of 18 praying particu-
lar of the said property, and that guardians should
be appointed for them and upon a reference of the subject
matters of the said Bill to the proper officer of the said Court,
he recommended by his first report in the said case, that
the said estate be kept together and the said Abraham
Wilton be continued trustee, and that on each of the Com-
plainant's arriving at the age of twenty one years he or she
shall be entitled to take his or her distributive share
of the said property and also a settlement of Mr. Mary
McIntyre's portion, and that the case be referred
to a report at the next session as to the terms and provis-
ions of such settlement which report was duly confirmed
by the said Court on the 9th day of May 1826. And whereas at
the next session of the said Court, the proper officer of the
same by his second report recommended that the terms and

provisions of the said settlement, should be as follow, to wit to the use of the said Margaret and her husband John McIntyre during their joint lives, free from the debts, contracts, contracts, and management of the said husband, and after the death of either of them the said Margaret and John, then to the use of the survivor for and during the term of his, or her natural life, with remainder to the child, or children of the said Margaret who may be living at the death of such survivor, equally to be divided between them as tenants in common and in the event of the death of any of the child, or children, of such deceased child, or children shall stand in the parents stead, and take the parents share, — which said second report was also duly confirmed, by the said Court on the 15th day of January 1827. which said reports, and the decrees confirming the same are of record in the Office of the said Court, at Charleston in the said State, all which will more fully appear on reference to the records of the said proceedings, in the said Office. And whereas the said Margaret McIntyre departed this life on the ^{day of} 1831 leaving her husband the said John McIntyre, & her children the said Mary Rippon Hanahan and others all minors surviving her: and whereas the said Mrs. Royall never acted in the said trusts, and the said Abraham Wilson was on the 11th day of January 1832 by the order of the said Court of Equity, discharged from the said trusts, and Charles W. Furman the Master of the said Court substituted in his place: And whereas the said Mary Rippon Hanahan is entitled to an undivided share of the said property real, and personal, and it has been agreed between the said parties, in consideration of the said intended marriage that as well the said property real and personal to which the said Mary Rippon Hanahan is so entitled as aforesaid as also all other property to which she may hereafter become entitled by gift, devise, bequest, or descent shall be conveyed, transferred and secured, firmly and effectually, to the said Bernard McIntyre his heirs, executors administrators and assigns according to the nature of the property, in trust for the uses, and purposes hereinafter mentioned, and subject to the power of revocation hereinafter expressed, but by reason of the minority of the said Mary Rippon Hanahan the same at present cannot be effected:

And whereas it has been further agreed between the said parties
that as soon as the said Mary Rippon Hannah shall
have attained the full age of twenty one years, and a division
of the said property real, and personal, can be made &
the portion of the said Mary Rippon Hannah of the same
ascertained and set apart, that the said Anthony M^r
Intyre will well and sufficiently convey, transfer and assign
the same unto the said Bernard M^r Intyre, his heirs, Executors,
administrators, and assigns; In trust nevertheless to & for
the following uses and purposes, that is to say in trust that the
said Bernard M^r Intyre, during the joint lives of the said
Anthony M^r Intyre, and Mary Rippon Hannah, his
intended wife, will permit and suffer the said An-
thony M^r Intyre, to receive, take, and enjoy the rents,
issues, and profits of the same, and every part thereof,
for the purpose of maintaining the said Mary Rippon
Hannah, and her children, but not to be liable to
the debts, contracts, and engagements of the said Anthony M^r
Intyre; And from and after the death of either of
them, the said Anthony M^r Intyre, and Mary Rippon
Hannah his intended wife; leaving any child, or chil-
dren, Grand Child, or Grand children, living at his, or her
death, then in trust that the said Bernard M^r Intyre
his heirs, Executors, administrators, or assigns shall, and
will permit, and suffer the survivor of them, the
said Anthony M^r Intyre, and Mary Rippon Hannah, his
intended wife to receive, take, and enjoy the rents, issues,
and profits, of the said property real, and personal, for
the purpose of maintaining and educating such child, or
children, Grand Child, or Grand children in such manner
as such survivor shall see fit, during the natural life
of such survivor, but not to be liable for the debts, contracts,
or engagements of such survivor; and if the said Mary
Rippon Hannah, should survive her intended hus-
band, not to be liable, for or to the control, debts, con-
tracts, or engagements of any future husband should she
again marry: And from and after the death of such sur-
vivor then to and for such child, or children, Grand-
child, or Grand children, issue of the said intended
marriage, as may be then living, their, his, or her, heirs,
executors, administrators, and assigns, according to the nature of
the property share and share alike, if more than one so

204 tenants in common such grand children standing in their
parents stead, and taking between them only their pa-
rents share: But in case either of them the said
Anthony Mc Intyre and Mary Rippow Hanahan
his intended wife should die, leaving no child, or chil-
dren, grand child, or grand children, living at his or
her death, or in case he or she should die, leaving
such child, or children, grand child, or grand chil-
dren living at his, or her death, and then should all die
in the lifetime of the survivor of them, the said An-
thony Mc Intyre, and Mary Rippow Hanahan his intended wife
unmarried, and without issue, then in trust to and for the use &
behoof of such survivor his or her executors administrators, and
assigns forever: Provided always nevertheless that in case it should
appear hereafter to the said Anthony Mc Intyre during
the joint lives of the said Anthony Mc Intyre, & Mary
Rippow Hanahan to be most for the advantage of the
said Mary Rippow Hanahan and her children and
grand children that the whole or any part of the said
property real, and personal, should be sold, and the
proceeds thereof vested in other property, real, or personal
or both or in case the same thing should appear to the sur-
vivor of them the said Anthony Mc Intyre, and Mary
Rippow Hanahan as to such children and grand chil-
dren, then and in such case it shall be lawful for
the said Anthony Mc Intyre, and Bernard Mc Intyre
during the joint lives of the said Anthony Mc Intyre &
Mary Rippow Hanahan or for such survivor, and
the said Bernard Mc Intyre by their deed or deeds, openly
executed in the presence of two, or more credible witnesses
to revoke and make void all any every the use & uses hereinbefore
limited of and concerning the aforesaid property, or any part thereof
of and to limit and declare any new use, or uses of or concerning
the same so as upon and at the time of making such revocation and
limiting any new use, or uses of or concerning the aforesaid property or as soon thereafter as
conveniently be done, the money or proceeds arising from the sale or disposal thereof be vested
by the said parties in the purchase of any other property, real or personal or both of the same well
and sufficiently conveyed & transferred unto the said Bernard Mc Intyre his heirs, executors,
administrators & assigns (the said Anthony Mc Intyre or the survivor of them the said
Anthony & Mary Rippow signing the deed or deeds conveying & transferring the same and then
by signifying his or her consent thereto) in trust to & for the same uses & purposes as
those hereinbefore expressed: Provided also nevertheless that the same power, subject to the

same condition, is hereby given to the same parties from time to time as often as the said Anthony McIntyre, or the survivor of them the said Anthony, and Maria Rippon may think it advantageous to reserve the use or uses of the whole, or any part of any property acquired by the sale, or disposal of the aforesaid property or any part thereof either immediately or remotely, and to appoint any new use or uses thereof: Now the condition of the above obligation, is such that if the above bounden Anthony McIntyre his heirs, executors, Administrators shall and do execute and fully fill the agreement aforesaid, then this obligation to be void, or else to remain in full force.

Sealed and delivered (the word after having been first interlined on the first page of the word on strike in out) in the presence of
C. B. Northrop.

Anthony McIntyre (Sd).

Aug. W. Pommear.

South Carolina
Charleston District

Personally appeared A. W. Pommear and made oath that he saw Anthony McIntyre sign, seal & deliver this instrument of writing and that he with C. B. Northrop witnessed the same—

Sworn to before me 25th April 1832

Samuel Kingman J. P.

Recorded 26 April 1832.

Edward Thomas &
Mary E Walker
to
Peter W. Fraser

The State of South Carolina

Articles of agreement made, confirmed, and entered into by Mary E. Walker, Widow, of the first part, Edward Thomas of the second part and Peter W. Fraser, of the third part, all of the District of Georgetown, and State aforesaid, in manner, and for the purposes following:

Whereas the said Mary E. Walker Widow, of the late Le Grand G. Walker is entitled to a distributive share of the estate, both real & personal of which the said Le Grand G. Walker, died seized, & possessed - which said estate remains yet undivided. And whereas a marriage is shortly intended to be had & solemnized between the said Mary E. Walker & the said Edward Thomas, in consideration whereof, and for the further consideration of five dollars to her the said Mary E. Walker paid by the said Peter W. Fraser, it is covenanted, and agreed by the said parties

to these presents, and between them in manner & form following: That is to say: First, The said Edward Thomas for himself, his heirs, Executors, and Administrators, and the said Mary E. Walker for herself, her heirs, Executors & Administrators, do covenant, and agree to & with the said Peter W. Fraser, his heirs, and assigns, that they the said Edward Thomas & Mary E. Walker, his intended wife in case the said intended marriage shall be had and solemnised by some Good & sufficient conjuncture or conjunctures, in law, shall and will settle and assure all the Lands, Tenements, Hereditaments and appurtenances to them belonging & also all the goods, & chattels, Rights & Interests to & in all the property & Estate, both real & personal, whereof she the said Mary E. Walker, is or may be entitled as a distributee of the estate of her late husband, ^{the said} Lebrun G. Walker as soon after said estate is divided as may be practicable on and to the said Peter W. Fraser his heirs, and assigns to the joint use, and behoof of the said Edward Thomas & Mary E. Walker his said intended wife, and their assigns for and during the term of their natural lives, and from and after the decease of either of them then to the use and behoof of the survivor, and his or her assigns, as the case may be for & during the term of the natural life of the said survivor & from & after the decease of such survivor aforesaid then to the use & behoof of the heirs, of the body of the said Mary E. Walker now surviving & begotten by the said Lebrun G. Walker & of the heirs of her body by the said Edward Thomas lawfully to be begotten to them & their heirs, & assigns forever & to & for no other use, intent, or purpose, whatever. In testimony whereof the parties to these presents have hereunto subscribed their hands & affixed their seals this third day of April in the year of our Lord one thousand eight hundred and thirty two & of American Independence the fifty sixth —

Signed sealed & delivered
in presence of

James F. Edwards

Muskegon Johnston

M. C. Myers.

South Carolina.

Georgetown District

Edward Thomas *ED*

Mary E. Walker *MD*

P. W. Fraser *FD*

Personally appeared M. C. Myers Esq.
who being duly sworn saith that he was present and did see

the within named Ewd Thomas Esq. Mr & Mary E. Walcott
& P. W. Fraser sign seal & as their act & deed deliver the
within Instrument of writing for the uses, & purposes therein
expressed & that he deponent together with James B.
Edwards & Mackens Johnson subscribed their names as
witnesses thereto.

Sworn to before me this
19th April A.D. 1832

M. C. Mayers.

M. S. M. Hardwicke Q. W. ex officio;

Register of Deeds & Conveyances
Office S. C. Georgetown District }

I do hereby certify that the within
instrument of writing has been duly recorded in Book K pages
471.472. 473. & examined this 19th Day of April Anno Domini 1832. by
M. S. M. Hardwicke Register.

Recorded 26 April 1832

William Bartlett &
E. M. Wooten -

to
Daniel Carnes Trustee

The State of South Carolina
This Indenture made the Fifth
day of November, in the year of our Lord
one thousand eight hundred & thirty

one, and in the fifty sixth year of the sovereignty, and independence of
the United States of America. Between William Bartlett of the said
State, of the one part, Elizabeth M. Wooten widow, of the second
part, and Daniel Carnes as a trustee, for the purposes hereinafter
mentioned of the third part. Witnesseth, that whereas a
marriage is intended shortly to be had & solemnized between the said William
Bartlett & Elizabeth M. Wooten, and whereas the said Elizabeth M. Wooten is legally pro-
prietor in her own right of a family of negroes consisting of a negro man named Leford & a woman
named Mary & her three children, Ellen, Sarah & Scipio, from prudential motives and
in consideration of the said marriage it has been deemed proper & expedient for
the said personal property to be conveyed & assigned and secured by her upon such
trust as is hereinafter mentioned. Now this indenture further witnesseth that in pur-
suance thereof & in consideration of the said intended marriage, and also in con-
sideration of one dollar paid by the said Daniel Carnes Trustee aforesaid
unto the said Elizabeth M. Wooten she the said Elizabeth M. Wooten
(by & with the consent & approbation of the said Ewd Bartlett testified by
his being a party hereto & joining in the execution of these presents) hath
granted, bargained, sold, and assigned & by these presents doth
grant, bargain, sell, and assign unto the said Daniel Car-
nes, as Trustee aforesaid, the said family of negroes consisting of
Leford and Mary & her three children, Ellen, Sarah, & Scipio together
with all their future issue & increase unto the said Daniel Carnes

his heirs, executors, administrators and assigns, in trust for the said
 Elizabeth M. Woottry until the said marriage shall be had
 and solemnized. And from and immediately after the sol-
 emnization thereof in trust for the said William Bartlett
 and the said Elizabeth M. Woottry his intended wife during
 their joint lives. And in case there shall be a child or children
 (being the issue of the said marriage living at the time of the death
 of the said Wm Bartlett or of the said Elizabeth M. Woottry his intended
 wife (whichever shall first happen) then in trust for the said Wm Bartlett or
 the said Elizabeth M. Woottry his intended wife (as the case shall happen or
 be) he or she being the longest liver and surviving each other for & during the
 term of his or her natural life. And from and immediately after the
 death of the said survivor then in trust for their children
 being the issue of the said marriage, as shall be then living ~~there to~~ to be equ-
 ally divided among them share and share alike. But if on that
 account taking place there shall be but one child, the issue of the
 said marriage) then living then the said property to go to the said
 child, his or her ^{heirs} executors, & assigns for ever. But if at the time of
 the death of the said William Bartlett or of the said Elizabeth M.
 Woottry, his intended wife (whichever shall first happen) there
 shall be living no such child, or children being the issue of the
 said marriage then and in such case the confidence hereby
 reposed in the said Daniel Carne his heirs, and executors in
 manner aforesaid shall cease and determine and the personal
 property hereby secured in trust as aforesaid shall become
 and continue vested in the said survivor his or her heirs, and
 assigns & executors forever. And provided always that no
 part of the said property hereby conveyed to the said Daniel
 Carne in trust as aforesaid shall at any time during the
 joint lives of the said Wm Bartlett and the said Elizabeth M.
 Woottry, his intended wife be liable to be taken, or seized
 in any way whatever for the satisfaction, or payment of any
 judgment, execution, debt, due, demand, or contract which
 may be brought against or owing by the said Wm Bartlett
 or in case of their being a child or children (the issue of the
 said marriage living at the time of the death of either the
 said Wm Bartlett or of the said Eliz. M. Woottry, his intended wife
 whichever shall first occur) then no part of the said property
 shall at any time during the lifetime of such survivor be li-
 able in any manner whatever to the contracts, debts, or demands
 that may be brought against or may be owing by the said survivor
 of them, so that the said property shall remain unimpaired for

the benefit of the said Elizabeth M. Winty the intended wife of
said Wm Bartlett and of her children (being the issue of
the said marriage) during the time in which the trust shall
continue in operation. And also provided that if it shall be for
the benefit and advantage of the trust herein contained that
the said property, or any part thereof should be sold, bartered,
or exchanged that it shall & may be lawfully done with the
consent & approbation of the said Wm Bartlett & the said
Elizabeth M. Winty his intended wife during their
joint lives, & with the consent and approbation of the survivor
of them at any time during the continuance of the trust herein
contained. But the proceeds arising from the sale must be res-
ted in property to the full value of the property sold, which
property is to be purchased shall be immediately taken
and conveyed according to the trust herein contained and in
no other manner whatever. And the said Daniel Carnes doth on
his part accept of the trust herein reposed in him and doth
hereby promise and agree to and with the other parties to these
presentes that he will faithfully discharge the duties aris-
ing therefrom according to the true meaning of these presents.
In witness whereof the parties have hereunto set their
hands, & seals interchanged ^{separately} on the day and in the year
first above written.

Signed sealed and delivered
in the presence of the
woods negro fellow named
Scipio and a" are interlined
above the ninth line of the
first page of this deed. The
words "Scipio and" are inter-
lined above the twenty first
line of the first page: and
the words "death of the" are
interlined above the eight
line of the second page of this
said deed.

Wm N. Pinnell

Subscribed this in token of writing & that I witnessed the same
Groom to be signed on 26 April 1832
Jm L. Kingman Clerk of the Court

William Bartlett 
Elizabeth M. Winty 
D. Carnes 

I, Charles Wm N. Pinnell appeared
to make oath that he saw Wm
Bartlett, Elizabeth M. Winty & D. Carnes sign
Groom to be signed on 26 April 1832
Jm L. Kingman Clerk of the Court

Recorded 21 April 1832 —

John Chartrand
To
Antoine Rabet
Master of
Louisa Chartrand

The State of South Carolina
This Indenture made the thirteenth day of March in the year of our Lord one thousand eight hundred and twenty two. Between John Chartrand of matanzas in the Island of Cuba planter and Louisa Chartrand his wife, late Louisa Dubois of the one part and Antoine Rabet of Charleston in the state aforesaid of the other part. Whereas the late Louisa Dubois, father of the said Louisa Chartrand made & duly executed his will on the fourteenth day of June in the year of our Lord one thousand eight hundred & twenty seven, & also made & duly executed his codicil thereto on the fifteenth day of April in the year of our Lord one thousand eight hundred and twenty eight & shortly after departed this life leaving a considerable real and personal estate, And whereas his widow and executrix Eleanor Dubois and his executors Thomas W. Paest Stanislaus Anand and Anthony Rabet have according to law called in all claims against his estate and paid them with the exceptions in the Schedule hereinafter named and have paid all the legacies, and the executors have delivered to Mrs Eleanor Dubois his widow all the property in which she had an absolute interest under the will and codicil aforesaid and also all that in which she had a life estate or usufructuary interest including the Brick house and premises on Queen Street and have also sold all the other real estate and have invested the amount of sales as far as they have been received under the said will, excepting the amount of the recent sale of the Lot and wooden house thereon on Queen Street. And whereas the said Louisa Dubois in and by his said will and codicil after sundry legacies gives devises and bequeaths to his three daughters Louisa Chartrand Ann LeBlanc and Emmette Carmichael all the rest residue & remainder of his estate real & personal whatsoever and wheresoever situated and the monies stock and profits issuing or to issue from such part as may be disposed of by his executrix and executors to each daughter one third part thereof and the proceeds and profits thereof to be & remain to and for her sole and separate use notwithstanding her coverture, neither the Capital nor the interest to be subject or liable to the debts or disposal of her present or any future husband with full power and authority to each of his said daughters after they shall respectively have attained

the age of thirty five years to make and execute her last will and testament in presence of three credible witnesses, and therein & thereby to give grant, lands dispose of this part of her estate as she shall see fit to take place after her death. And whereas the said Louis Dubois in and by his said will and codicil directs as a condition precedent to the delivery of the portions of his said Daughters that his executor and executors do require a fit and proper settlement in trust to be made and executed for the purpose of securing the ends purposes and intents before mentioned with power to sell and transfer the Estate from one species of property to another as occasion may require, to be limited and secured in like manner subject always to the provisions, limitations, trusts and settlements prescribed in his will. And whereas the said Louis Dubois also direct in his said will as follows. Item in case any of my daughters shall depart this life under the age of thirty years, or after attaining that age and still without having made any disposition of her share according to the powers granted and reserved in this my will and also the daughter so dying shall not leave living at the time of her death any lawful issue, child or children grand child or Grand children then her share of my estate shall go to her sisters who may survive her, equally to be divided if more than one and if but one to her solely. Provided nevertheless that if there should be children of a previously deceased sister they shall represent their parent and take the share which their deceased parent would have taken had she herself been a survivor as aforesaid. If any of my daughters shall have departed this life before the death of my wife her share shall go to such of her sisters as shall survive my wife provided that if at the death of my wife there shall be any living issue, lawfully begotten of any of my previously deceased daughters such issue shall take amongst them, their parents share. And whereas the said Louis Dubois in and by his said codicil directed upon the death of his wife, that all the Estate real & personal which he had devised and bequeathed to her for life should be fairly & equally divided amongst his said three daughters in like manner and for the same estates and in all respects subject to the same provisions limitations, trusts and settlements, & with like power of disposing by will at the age of thirty five years as aforesaid. And whereas the estate of the said Louis Dubois independently of the said property of M^{rs} Dubois in which she has an usufructuary interest as aforesaid

consists of the following property, to wit: John Chantrel's Bond for six thousand six hundred and seventy nine dollars date the first day of July in the year of our Lord one thousand eight hundred & twenty seven, payable with interest from its date on the first day of May in the year of our Lord one thousand eight hundred and twenty eight the time of payment of which was extended by the order of the said Louis Dubois to three years after his decease, provided the interest should be punctually paid annually, the interest on which was paid up to the first day of May in the present year. John Chantrel's note of two thousand dollars the balance due on which, calculated to the first day of May last was nine hundred and ninety five dollars & thirty six shares in the Planters & mechanics Bank twelve shares in the United States Bank eight shares in the Bank of South Carolina, a judgment against ^{Clifford of Colum-} bia South Carolina for four hundred and eighty seven dollars ²¹ and the sum of eighteen hundred & eighteen dollars sixty seven cents in cash being the balance in the hands of the executors, aforesaid according with their accounts and the power in which the said Eleanor Dubois has a life estate and which is now in her possession being the following to wit: All that lot and Brick House & premises with the appurtenances on Green Street where the said Louis Dubois resided at the time of his death and the indentured woman Maria Louisa and her children Wm & Eleanor and any children that the female now has or may have and the following slaves to wit: Mary, Melena & Wm. Smith, John Lewis, Juliette, Marianne, Margaret Rose, Louisa, Paul, Joseph & Caroline, being the remaining negroes of the deceased Louis Dubois and all his Plate & family Possessions and articles specified in the schedule hereto annexed Now this indenture witnesseth that the said John Chantrel for and in consideration of his said recited debt and of the love & affection which he has and bears for his said wife Louisa Chantrel and for the purpose of carrying fully into effect the devises, & bequests, & provisions, limitations, trusts & settlements prescribed in the will and Codicil of her deceased father, hath granted, bargained, sold, released, transferred and delivered and by those presents doth grant, bargain, sell, release, transfer & deliver unto the said Antoine Barbot all the right, title, interest, and profits which he the said John Chantrel now has or of right might or could in and to all and singular the real, and personal estate herein before specified & referred to. And also all his right, title

interest
executors
to the use
of people
in the c
to have a
and the
slaves a
and s
upon the
- after a
trust
same co
are con
Dubois
have be
doth he
covenan
and he
say tha
Admin
the rec
heir
change
things
into ex
as by
- mine
be ach
partic
their
Sealed
the pr
for
D. A.
tho
State
City
before
charter

interest and property in the estate & property mortgaged by him to the said
executors, and executors, for the purpose of securing his debt aforesaid
to the estate of the said Louis Dubois, which said mortgage is
of property lying and being in
in the Island of Cuba and is duly recorded in

to have and to hold all and singular the said real & personal estate
and the interest in the present and future issue of the female
slaves aforesaid, unto the said Antoine Barbot and his heirs, Executors
and Administrators, according to the nature of the several estates
upon the special trusts and confidence, intents & purposes herein-
after declared of and concerning the same. That is to say, In
trust to and for the same, uses, intents, & purposes & subject to the
same conditions, powers, limitations, restrictions, & provisos as
are contained & declared in the will & codicil, of the said Louis
Dubois part of which explanatory of the said testators intention
have been heretofore recited. And the said John Chastrand
doth hereby for himself and his heirs, Executors & Administrators
covenant, promise, and agree to and with the said Antoine Barbot
and his heirs, Executors & Administrators in manner following that is to
say that he the said John Chastrand or his heirs, Executors, or
Administrators shall and will at all times hereafter upon the
the reasonable request of the said Antoine Barbot, or his
heirs, Executors, or Administrators and at his or their proper cost and
charges make do, and execute all such reasonable acts, deeds,
things, and devises for the purpose of more effectually carrying
into execution this settlement & the will & codicil aforesaid
as by the said Antoine Barbot or his heirs, Executors, or Ad-
ministrators or his or their Counsel learned in the law may
be advised, devised, or required. In witness whereof the said
parties to these presents have hereunto interchangeably set
their hands, and seals the day and year first before mentioned
sealed and delivered in

the presence of,
J^r L. P^rant
D. Alfred Sacot
Thos. Gagan

John Chastrand. *[Signature]*
Louisa Chastrand. *[Signature]*

State of South Carolina

City of Charleston } Personally appeared J^r L. P^rant
before me and made oath that he saw the within named John
Chastrand & Louisa Chastrand sign seal and deliver and as their act & deed

deliver this instrument of writing for the uses & purposes therein mentioned and that he with T. Alfred Jacob and Thos. Hagan subscribed their names as witnesses to the same—

Sworn to before me this
twenty eight day of April 1832

Wm. S. Jones Not. Pub. & D. W.

A Schedule of the property of the estate of Louis Dubois in the hands of his executor and executors referred to in and by the within Deed.

John Chastrauds Bond for \$8879.00 \$8879.00
dated 1st July 1827 payable with Int. from its date
another 1st May 1848 time of payment extended to 3 years after
Testator's death—

John Chastrauds note of \$2000 the balance due on which
on 1st May 1831 was 995.13.

Forty six shares in the Planters & Mechanic Bank a \$35. 1610.—

Twelve shares in the U States Bank — a \$129 15.48.—

Eight shares in the Bank of South Carolina. a \$58 464.—

A judgment against Glifiers of Columbia Co \$47.90.

The sum of \$8818.13 in cash being the balance in the hands
of the Exrs & Exors the house & Lot on Queen Street having
been sold for \$1850 and the sum of \$855
having been retained therefrom from the general
balance in their hands to cover the probable expenses
of the suit in equity in which the proprietors of the
Charleston Theatre are complainants, and the executor and
executors of Louis Dubois are defendants and now pending
before the Court of Appeals.

A Schedule of Property in the hands of Mrs Dubois
and in which she has a life estate

The Lot and Brick house and premises with the appur-
tenances on Queen Street where the Testator resided
at the time of his death— The Nullatto Woman Marie
Louisa & her children Wm and Eleanor and also Mary-
selena & Wm Sanite John Lewis, Juliette, Marianne
Margaret, Rose, Louisa Paul, Joseph, and Caroline
being the remaining slaves & future issue of the Females
The Plate consisting of 2 New Tablespoons one Saddle & Fish
spoon ten forks ten teaspoons, one pair of sugar tongs one
tumbler one sugar dish, one tea pot, & one milk pot, weighing
101 ounces—Two likenesses of Mr Dubois and one of Mrs Dubois.

Sealed
and
then

Sign
Over
and
sign
Vatta

Or
to

Of

the
State

part

and

def.

John

in the

Specif

to a

den

Dela

day

Reg

Sealed & delivered in presence of the
only and also to Com. Ansign, having
been first obligated—
R. C. Jones

The W. Baer 24
J. Howard 34
A. Barker 35

State of Georgia,
City of Charleston, } Personally appeared R. C. Jones before me
and made oath that he saw Thos. S. Jones, J. Howard, & A. Barker
sign and seal the schedule to which their signatures and seals are
attaching and that he subsequently, as a witness to the same
Came to before me this 25th day
of April 1832
Thos. S. Jones
R. P. D. W.—

Recorded 28 April 1832

Dr. Alexr. S. Warren to
Sarah G. Desaussure

To
Of J. Desaussure Trustee
the fifty-eighth Year of the Sovereignty and Independence of the United
States of America, Whereas, Sarah G. Desaussure of the first
part Alexr. S. Warren of the second part and Henry A. Des-
aussure Trustee of the third part. Whereas a marriage is enter-
ed by Gods permitting to be solemnized and solemnized by and
between the said Sarah G. Desaussure and the said Alexander
S. Warren And whereas the said Sarah G. Desaussure is possessed
in her own right of certain negro Slaves and other personal property
specified in the schedule hereunto annexed and also is entitled
to a distributive share of certain real and personal estate un-
der the marriage Settlement of her father & mother Henry A.
Desaussure and Susan his wife bearing date the eighteenth
day of December in the Year of our Lord One thousand eight
hundred and ten after the death of her said father & mother
whereas it was agreed by and between the said Sarah G. Des-
aussure and the said Alexander S. Warren (Testified by the
said Alexander S. Warren being a party hereto and subscribing and
delivering these presents) before the said marriage that the foregoing
real and personal estate in possession and expectancy should be
granted, released and assigned by the said Sarah G. Desaussure
to the said Henry A. Desaussure his heirs, executors, administrators
and assigns to and for the use, trusts, intents and purposes—

South Carolina, v

This Indenture Triplicate made
the twenty-fifth day of April in
the Year of our Lord One thousand

eight hundred and thirty-two and in
the fifth year of the said Sarah G. Desaussure

herein after declared of and concerning, the saids Now this indenture
witnesseth that in pursuance of the aforesaid agreement in Con-
sideration of the said intended marriage and also in consideration
of the sum of One dollar to the said Sarah & Deane and
and also of the said Mary & Deane in hand
delivered and truly paid at or before the sealing and delivery of
these presents the receipt whereof is hereby acknowledged to the
said Sarah & Deane and by and with the consent & spirit
of said Abner & Harriet testifying of his being of party thereto
and consenting these presents with granted, forgiven, sold
released and assigned by these presents doth grant, forgive
sell release and assign unto the said August Deane and
his heirs executors administrators and assigns, three Negro
Slaves named Diana, Jimmy & Susannah, also the money
funds or obligation specified in the Schedule hereunto an-
nexed also the her undivided right interest, share and
estate in respecting under the marriage Settlement of her
Father and Mother bearing date the eighteenth day of Decr
in the Year of Lord One thousand eight hundred & ten after
the death of her parents. To have and to hold, all and
singular the said Negro Slaves with the future issue and
increase of the said female, and the money funds or obligation, and
her undivided interest and estate under the aforesaid marriage
Settlement of her Father and Mother together with the in-
terests profits issues and emoluments thereof unto the said
August Deane and his heirs executors, administrators and
assigns forever. Subject nevertheless to such uses, purposes, trusts
and to and for such intents and purposes, as may here
after mentioned and declared of and concerning, the saids. This
is to say, That trust to and for the sole use and behoof of
said Sarah & Deane until the solemnization of
said marriage upon and immediately after the solemnization
thereof by trust to and for the joint and equal use, behoof
and behoof of said Sarah & Deane and Abner & Harriet
for and during the term of their joint lives without being in any
manner whatsoever subject to the debts, contracts or engagements
of said Abner & Harriet, and in case the said Sarah & Deane
survive the said Abner & Harriet then by and under
of said marriage then in trust for the use & behoof of the said
Sarah & Deane and her assigns for and during the
term of her natural life. But if the said Abner & Harriet
should survive the said Sarah & Deane and then should be

issue of
Abner &
natural
survivor
children
of the de
if good
for pro
good an
or limit
should be
at his de
property
in the sa
and ass
further be
Case the
Deane
no issue
estate
then equal
I know
the other
said, sa
for pro
further
and the par
Deane
any time
off the y
for the
to real
ted, sa
at and
ever or
ancean
in unip
or the
estate
and due
by shall

212

issue of said marriage then in trust for the use and behoof of said
Abraham & Sarah and his assigns for and during the term of his
natural life: and from and immediately after the decease of such
survivor then to and for such child or children grand child or grand
children of said Sarah & Deane as may be living at the time
of the death of such during to be equally divided between them
if more than one and their executors administrators and assigns
for ever for ever and not for Capitas as tenants in common
free and discharged of and from all and every other use, trust
or limitation whatsoever: That in case the said Sarah & Deane
should survive the said Abm & Deane, and then should be living
at his death, no issue of said marriage, then all and singular the
property and estate herein before conveyed and assigned, shall vest
in the said Sarah & Deane and her heirs executors, administrators
and assigns for ever free and discharged of and from all and every
further and other trust condition or limitation whatsoever: and in
case the said Abm & Deane should survive the said Sarah &
Deane and then should be living at the time of his death,
no issue of said marriage then all and singular the property &
estate herein before conveyed and assigned shall be divided into
two equal parts one half whereof shall vest in the said Abm
& Deane, his heirs executors, administrators and assigns for ever and
the other half shall vest in the surviving Brother, Sister or other
sister of the said Sarah & Deane, their heirs executors administrators and assigns
for ever, both parts equally free and discharged of and from all
further and other trust conditions, and limitations whatsoever:
And it is further stipulated and agreed upon by and between
the parties to these presents that in case the said Sarah &
Deane before & Deane or the survivor of them shall at
any time hereafter during the lifetime, or during the life time
of the survivor of them think it beneficial to their interest
or the interest of such survivor to have the aforesaid property
to real or personal or any part thereof sold, disposed of, in-
vested, substituted or exchanged for other property real or person-
al and the said Monies conveyed in and upon the property whoso-
ever or placed at interest, that then the said Henry & De-
ane and his executors or admin or being thereunto requested
in writing by the said Sarah & Deane before & Deane
or the survivor of them, shall absolutely sell, dispose of invest, sub-
stitute or exchange the same or any part thereof as the case may
and such purchased, invested, exchanged or substituted prop-
erty shall be held by the said Henry & Deane and his

executors or administrators subject to the same uses, trusts, limitations and conditions, as aforesaid herein before limited and declared of and concerning the hereinbefore granted, and assigned premises and to and for no other use, trust intent or purposes whatever. — And it is further stipulated and agreed upon by and between the parties to these presents that if they the said Sarah E. Deshaussens & Alex^r L. Parson or the survivor of them shall and will from time to time and at all times hereafter upon the reasonable request of said Henry of Deshaussens & Parke, do, shall and be bound to do all such further & other lawful and reasonable acts things, conveyances and assignments in the law whatsoever for the further better and more perfect granting, assigning and conveying all and singular the premises for the use and purposes hereby before expressed and declared of and concerning the same, as by the said Henry of Deshaussens & Parke aforesaid by him or his or their Council learned in the law shall be reasonably advised, devised or required. — In witness whereof the parties to these presents have hereunto interchanged their hands & seals on the day and in the Year first above writing.

Witness my hand,
in the presence of
Ct Deshaussens
W J Parson

Sarah E. Deshaussens 29
Alex^r L. Parson 29
H E Deshaussens 29
Trustee

Schedule of Property referred to in the preceding Decree of Marriage Settlement annexed thereto at the time of the execution of the Decree viz—

Three Wills viz Diana's, Simon and Susannah's
Sarah Parson Bond to H. of Deshaussens & Parson
of Sarah E. Deshaussens dated 10 June 1813 Conditioned for \$538—
H E Deshaussens Bond to Sarah E. Deshaussens
dated 20 April 1832 Conditioned for } 857.78
Cash in hand (From hundred Dollars) — 400—
Also the undivided interest of Sarah E. Deshaussens
under the marriage Settlement of her parents dated 18 September 1810
to be divided & assigned to her after the death of her parents
All these in her hands & seals this 20 April 1832

Sealed & delivered in the presence of Sarah E. Deshaussens 29
Ct Deshaussens Alex^r L. Parson 29
W J Parson H E Deshaussens 29
Trustee

South Carolina
 I, C. A. Duaneau being duly sworn make the oath that he was present when the within named Sarah. K. Duaneau and Abe L. Rains, & C. A. Duaneau sign seal & deliver the within deed to Charles Amos Hunt to and for the use and purposes therein specified, & the deponent together with J. W. R. Bond subscribed their names to do this in testimony of the deed executing thereof before me
 the 22nd May 1832
 Next Ford
 N. P. up off N.

Recorded 8th May 1832

Francis Carmandy &
 Henriette, his wife
 to
 Neil McNeil Trusty

This State of So Carol ✓

This Indenture made the Ninth day of May in the Year of our Lord One Thousand eight hundred and thirty two between Francis Carmandy of the City of Charleston and State aforesaid and Henriette Carmandy his wife late Henriette Dubois of the one part and Neil McNeil also of Charleston South Carolina of the other part. Whereas the late Louis Dubois father of the said Henriette Carmandy made and duly executed his will on the fourteenth day of June in the Year of our Lord One Thousand Eight hundred and twenty seven and duly executed his Codicil thereto on the fifteenth day of April in the Year of our Lord One Thousand Eight hundred and twenty eight and shortly after departed this life leaving a considerable Real and personal Estate and whereas this widow and Executrix Eleanor Dubois and his Executor Thomas W. Paest Stanislaus Handy and Anthony Paest have according to law called in all claims against his Estate and paid them with the exception in the Schedule herein after named and have paid all the legacies and the Executors have delivered to Mrs Eleanor Dubois his widow all the property in which she had an absolute interest under the will and Codicil aforesaid and also all that in which she had a life Estate or usufruct or any interest including the Brick House and Premises on Queen Street and have also sold all the other real Estate and have invested the amount of Sale so far as they have been receiving under the said will excepting the amount of the recent sale of the Lot and wooden Store thereon on Queen Street, and whereas the said Louis Dubois in and by his said will and Codicil after sundry legacies given devise and bequeaths to his three Daughters Elizabeth Chartrand

rest, limited
 declared of
 and premises
 how written
 upon of
 the said
 carrier of
 to times how
 of Duaneau
 to other
 of, as man
 of more
 of singular
 breeds and
 Henry of
 his of their
 joined, denied
 as present
 in the
 19
 28
 79
 Dec of
 of the
 538-
 857.78
 400-
 1810
 parents
 32
 22
 23
 24

Anna Jefferson and Marietta Carmack, all the rest, residues (and remain-
 der of his Estate real and personal whatsoever and wheresoever situated &
 the main stock and property, issuing or to issue from such parts as may
 be disposed of by his Executors & Heirs to each Daughter one third part
 thereof, and the proceeds and profits thereof to be and remain to
 and for her sole and separate use notwithstanding her Coverture with
 the said her proceeds to be subject or liable to the debts or disposal
 of her present or any future husband, with full power and authority
 to each of the said Daughters after the shall respectively have at-
 tained the age of thirty five years, to make and execute her last
 will and Testament in presence of three credible witnesses, and then
 and then to give grant and dispose of this part of her Estate
 as they shall see fit, to take place after her death. And where-
 as the said Lewis Dabois in and by his said will and Codicil
 directs as a condition precedent to the delivery of the proportion of his
 said Daughters, that his Executors, and Executors do require a full and
 proper settlement in trust to be made and executed for the purposes
 of securing the ends, purposes and intents before mentioned with
 power to sell and transfer the Estate from one species of property
 to another as occasion may require to be limited and charged
 in like manner subject always to the provisions, limitations,
 trusts and settlements prescribed in his will and whereupon the
 said Lewis Dabois after directs in his said will as follows
 "Item in case any of my Daughters should depart this life
 under the age of thirty years or after attaining that age (and
 still without having made any disposition of her share ac-
 cording to the power granted and reserved in the my will
 and also after my Daughter so dying shall not leave living at
 the time of her death any lawful issue Child, or Children
 Grand Child, or Grand Children, then her share of my Estate shall
 go to her sister who may survive her equally to be divided if more than
 one and if but one to her solely provided nevertheless that if there
 should be Children of a previously deceased sister they shall suc-
 ceed their parent and take the share which their deceased parent
 and her having had she herself been a survivor as aforesaid
 If any of my Daughters shall have departed this life before
 the death of my wife her share shall go to fully off her
 sister as shall survive my wife, provided that if at the
 death of my wife there shall be any living issue lawfully be-
 getting of any of my previously deceased Daughters such issue shall
 take amongst them their parent's share! And whereas the said
 Lewis Dabois in and by his said Codicil directs upon the

death of his wife that all the Estate real and personal which he
had, devised and bequeathed, to her for life should be fairly and
equally divided amongst his said three Daughters in like manner and
for the same estate and in all respects subject to the same provisions
limitation, trusts and settlements and with like form of disposing
of will at the age of Thirty five as aforesaid and whereas the
Estate of the said Louis Dubois independent of the said property
of said Dubois in which she has an usufructuary interest as aforesaid
paid, consists of the following property to wit. When Chartrons,

Bonds for Six Thousand Six Hundred and Seventy nine Dollars
dated the first day of July in the Year of our Lord One Thousand
Eight hundred and twenty seven payable with interest from its
date on the first day of May in the Year of our Lord One Thousand
Eight hundred and twenty eight. the time for payment of which was
extended by the Council of the said Louis Dubois to three years after
his decease provided that interest should be punctually paid annually
the interest on which was paid up to the first day of May in the last
Year. When Chartrons note for One Thousand Dollars the bal-
ance on which calculated to the first day of May past. was Nine
Hundred and Ninety five Dollars ¹⁵/₁₀₀. Forty Six Shares in the
Planters & Mechanics Bank. Twelve Shares in the United States Bank
Eight Shares in the Bank of North Carolina. a judgment against

Chief of Columbia South Carolina for four hundred
and Eighty seven Dollars ²⁵/₁₀₀ and the sum of Eighteen hundred
and Eighteen Dollars ⁶/₁₀₀ in Cash being the whole in the hands of the
Executors and Executrix aforesaid according with their accounts and the
property in which the said Eleanor Dubois has a life Estate & which
is now in her possession being the following to wit. All that
Plot and Brick House and premises with the appurtenances on Queen
Street where the said Louis Dubois resided at the time of his death and
the mulatto woman Marie Enique and her Children William and
Eleanor and any Children that she has or may have and the following
Slaves to wit Mary Helen and William. Marie. John Enrie
Juliette. Marie bang. Margaret Rose. Toyey. Paul Joseph and
Caroline being the remaining negroes of the deceased Louis Dubois
and also his plate and family furniture and articles specifying
in the Schedule herunto annexed. Now this Indenture witnessed
that the said Francis Carmichael for and in consideration of the
love and affection which he has and bears for his said wife
Henriette Carmichael and for the purpose of carrying fully
into effect the devise and bequest and provision. limitation
trusts and settlements presently in the will and Codicil of the deceased

father hath granted, bargain'd sold, released, transferred & delivered
 and by these presents doth grant bargain'd sell release transfer &
 deliver unto the said, *Chil MacKile* all the right title interest
 and property which he the said, *Francis Carmandy* now has or of right
 might or could have of in & to all and singular the real and
 personal Estate aforesaid and therein herein specified, and refers
 to to have and to hold, all and singular the said real and
 personal Estate and the interest in the same present and future issue
 and increase of the females heirs aforesaid unto the said *Chil MacKile*
MacKile and his heirs Executors and Administrators according to the
 nature of the several Estates upon the special Trusts and Confi-
 dences in this Purport hereafter declared of and Concerning the
 same, that is to say, In Trust to and for the same uses intents &
 purposes, and subject to the same conditions powers limitation, restriction,
 and proviso, as are contained and declared in the will and Codicils
 of the said *Louis Dubois* parts of which explanation of the said
 Testator intending, have been herein before recited And the said
Francis Carmandy doth hereby for himself and his heirs Executors
 and Administrators, Covenant promise and agree to and with the said
Chil MacKile and his heirs Executors and Administrators in man-
 ner following that is to say, that he the said *Francis Carmandy* or his
 heirs Executors and Administrators shall and will at all times hereafter upon
 the reasonable request of the said *Chil MacKile* or his heirs
 Executors or Administrators and at his or their proper Costs & Charges make
 do and execute all such reasonable deeds acts and things and
 desires for the purpose of more effectually carrying into execution
 this Settlement, and the uses and Estates aforesaid as if the
 said *Chil MacKile* or his heirs Executors or Administrators or his or
 their Counsel learned in the Law shall be advised, desired
 or required. In witness whereof the said parties to these
 presents have hereunto in the presence of the said *Chil MacKile* and
 shall at Charleston in the State of South Carolina aforesaid on the
 day and Year first above mentioned

Witness my presence
William Calan
W. J. Vincent

F. Carmandy ES
Amelie Carmandy ES
Chil MacKile ES

A Schedule of the property of the Estate of *Louis Dubois*
 deceased in the hands of his Executors & Administrators referred to in
 and by the within deed—

John Chartrand's Bond for
dated 1 July 1827 payable with interest from its date on the
1st May 1828 time of payment extended to 3 days after its due date

John Chartrand's Note of \$2000 - the balance on which
on the 1st May 1831 was -

Forty Six Shares in the Planter Mechanics Bank @ \$25 -	995.13
Thirty Shares in the Marine State Bank @ \$129 -	1610 -
Eight Shares in the Bank of Cape Fear @ \$55 -	1548
A judgment against Chesley of Columbia -	464
	457.90

The sum of \$1818.67 in cash being the balance in the
hands of the Executors & Co. The House & Lot on Queen
Street having been sold for \$1850 and the sum of \$855
having been retained therefrom and from the general sale
in their hands to cover the probable expenses of the suit
Equity in which the proprietors of The Charleston Theatre and
Complainants and the Executors and Co. of Louis D. Davis
are defendants and now pending before the Court of appeals

✓ A Schedule of Property in the hands of Mrs Davis and in which
she has a life estate -

The Lot above Brick House and premises with the appurtenances
on Queen Street where the Deceased resided at the time of his death
The Mulatto woman Marie Louisa and her Child William
and Eleanor and also Mary McHenry and William. Charles his Son
Joseph. Marianne. Margaret Ross Louisa Paul. Joseph & Caroline
being the remaining Mary and the future issue of the female
The Plate. Consisting of Ten Table Spoons. One Ladle. & Fish Spoon
Ten Forks. Ten Tea Spoons. One pair Sugar Tongs. One Tumbler. One
Sugar Dish. One Tea Pot. & One Milk Pot weighing 107 ounces. Two
Lipsticks of Mr Davis and one of Mrs Davis

Sealed & delivered in our presence

this Ninth of May 1832

William Calder

W. J. Vincent

J. Carmandy (S)

Amelia Carmandy (S)

Neil McNeill (S)

To Carol Wm Calder appeared & made oath that he saw J.
Carmandy, Amelia Carmandy & Neil McNeill sign and
delivered the instrument of writing the Schedule above recited and
that he with W. J. Vincent witnessed the same - Done & before
me 10 May 1832 Samuel Wingman Not Pub

Recorded 10 May 1832 -

Jacob Martin Lee &
Rebecca B Lee

South Carolina

Charleston, Dist This Indenture
made and accepted, at Charleston in
the district of Charleston on the 24th
day of April in the 1st year of our Lord One thousand eight hundred
and thirty two Witnesseth That whereas a marriage
has been had and solemnized between J. Martin Lee & Rebecca B. Lee
District and Rebecca B. Lee of Barnwell District; And
whereas the said Rebecca B. Lee before her marriage was seized &
possessed in her own right of certain Negro Slaves the names
of whom doth here follow, viz. Lydia Ventany, Richard,
Grace, James, Hannah, Andrew, Lila, Robert, Harriette, Rachel,
Hester, Lucy, Chloe, Mary Ann, Fanny, Imeline, Betty, Emma,
Julia, Peter, Maria, Daniel, Peter, Jackson, James, Fred, Abra-
ham, Eliza, and so, And also of an undivided interest
of two plantations, lying and being in Colleton District; And
whereas, also it is reasonable and proper that the said prop-
erty should be so settled as to provide for such issue as
may come from said marriage, and for the contingencies here-
after set forth. Now therefore know all men by these presents
that the said Jacob Martin Lee for and in consideration
of the aforesaid marriage and in the further consideration
of the sum of one dollar to me in hand paid at and before the
sealing and delivery of these presents the receipt whereof I do
hereby acknowledge, to have granted, bargained, and sold and
by these presents do growly bargain, sell and convey unto Cor-
nelius R. Ayer of Barnwell District all & singular the
aforesaid Negroes with their increase and the undivided
interest of two plantations belonging to the estate of my said wife
formerly Thomas S. Gishburn dec'd lying in Colleton District
to have and to hold to him the said Cornelius R. Ayer, in
trust to permit the said Jacob Martin Lee to possess, use
and enjoy all & singular the whole interest and income aris-
ing from the said property to hold in trust for the use &
benefit of the said Jacob M. Lee & Rebecca B. Lee & their issue
free of rent, hire, or accountability for and during the term
of their lives without the same being in any wise liable to
the debts or contracts of the said Jacob M. Lee and from
and immediately after the death of either of them, in trust
should the said Jacob M. Lee die before the said Rebecca
B. leaving issue from said marriage then alike to permit the
said Rebecca B. to have use, possess & enjoy said property for & during

To
Dr C. R. Ayer Master

the natural life free of debt, or accountability of such issue under over in fee simple to such issue share, and share alike. But should the said Jacob M. Lee have no such issue alive at the time of such death or leaving such issue they all die leaving the said Rebecca B. surviving, then and in either case, he trust to deliver all said property to the said Rebecca B. the survivor free and discharged of all and every trust, limitation, or restriction to be possessed by her in fee simple, but in case the said Rebecca B. should die, leaving the said Jacob M. Lee & issue by said marriage surviving, then he trust to permit the said Jacob M. Lee for during the term of his natural life, to have sole use and enjoy the said property free and without accountability with remainder over after his death to such issue, share, and share alike in fee simple. But should the said Rebecca B. so die leaving the said Jacob M. Lee surviving her and no issue by marriage or leaving such issue, all such issue die before the said Jacob M. Lee then in either case one moiety of the said property shall be held in trust at the time of such demise shall belong to said Jacob M. Lee and the other moiety to Mr. & Eliza M. Ayer wife of the said G. H. Ayer, and her heirs to be enjoyed & possessed by each of them in fee simple. And it is further covenanted and agreed that if hereafter it may become expedient & proper to exchange any part of said property, for other property or to sell the same, or any part thereof and to invest the proceeds of such sale in other property of equal value, but no such sale or exchange, shall be made or effected without written instructions from the said Jacob M. Lee & Rebecca B. his wife jointly, or the survivor of them and the property so purchased shall be held by the trustee subject to all the provisions of this deed. Our testimony whereof we have hereunto set our hands and seals this twenty sixth day of April in the year of our Lord one thousand eight hundred and thirty two

Signed sealed &
delivered in the presence of

D. Bellinger
Isaac Youngblood,

South Carolina

Colleton District Personally appeared before me Pinkney Bellinger and made oath that he saw the within named J. Martin Lee, Rebecca B. Lee and Dr. G. H. Ayer, sign seal & was their act & deed deliver the within written deed and that he with Isaac Youngblood witnessed the execution thereof.

J. Martin Lee (LS)
Rebecca B. Lee (LS)
G. H. Ayer (LS)

Sworn to this 20th April 1832

John D. Edwards. Deput.

P. Bellinger.

Recorded 14th May 1832

Edw. J. Black &
To
Geo. Robinson, Partner

State of Maryland
County of Prince Georges
This Indenture made the twentieth day of March in the Year of our Lord One thousand eight hundred and Thirtieth between Edward Sanjin Black Esq. of the City of Annapolis in the State of Maryland of the one part and George Robinson of the district and State aforesaid Witnesseth that whereas a marriage is intended shortly to be had and solemnized by and between the said Edw. J. Black and Augustus George Mary Kirkland who is an infant and of the District and State aforesaid And whereas the said Augustus George Mary Kirkland is possessed of the following negro Slaves, namely Moses, George, Jeffery, Alfred, old Isaac, Isaac and her children Susan and Henry, Eliza and her child Peter, Nick and child Maria, Lantry and her child Eliza, Ada and child Lizzy, Wallace Watkins and Mary, Francis and her children Sarah, Sally, Lucy, Eiza, Hampton, and Dellos and Chinit and her child Phil Now this Indenture Witnesseth as aforesaid that for and in consideration of the premises & the sum of one Dollar to him the said Edward Sanjin Black well and lawfully paid at and before the signing the sealing and the delivery of these presents the receipt whereof the said Edward Sanjin Black doth hereof acknowledge the said Edward Sanjin Black doth covenant and give to and with the said George Robinson the Guardian of the said Augustus George Mary Kirkland that if the said intended marriage shall take effect he the said Edward Sanjin Black his Executors and Administrators shall and lawfully take retain possess use enjoy dispose of and control the aforesaid Slaves together with the future issue now increased or to be of them as and for the sole and separate use benefit and behoof of his said intended wife and the issue of the marriage for and during the natural life of his said intended wife And from and after the death of his said intended wife then in trust for the sole use benefit and behoof of the surviving issue of the said marriage share and shares alike Provided always that a Grand Child or Grand Child of the said intended marriage whose father or mother shall depart this life before the said intended wife shall die shall be entitled to all the interest in the aforesaid Slaves

Recorded 16 May 1832

which his her or them further or nothing if living, unitedly or severally, shall provide, always that in Case there shall be issue surviving, the said intended wife or in Case such issue of any, shall attain the Age of Twenty one or shall otherwise arrive at their legal majority during the natural life, of the said, intended wife or after the death of the said intended wife then and in that Case and in all other Cases, — the said, Edward, James, Black shall be entitled to take, receive, possess, sell, employ, dispose of and Control as aforesaid the negro Slaves, now said, and the issue and increase of each of them as one joint and several for and during the term of his natural life upon the Trust hereinbefore set forth, and, notwithstanding the legal majority of said issue, or their representatives. But if and in Case said intended wife shall depart this life leaving no issue or if leaving issue the same shall become extinct at any time after the death of the said intended wife and in the life time of the said, Edward James Black then and in that Case in trust for the sole use benefit and behoof of himself the said, Edward James Black and upon the death of him the said, Edward James, Black intestate and without being then in trust for the use benefit and behoof of the said, George Robinson — And it is further agreed by and between the parties aforesaid that if the said, intended marriage shall take effect the said, Edward James Black shall have power and authority to sell or otherwise dispose of all or any part of the said, Slaves and of the issue and increase of each of them as one joint and several — Provided that the proceeds of such sale or sales of Slaves or Slaves as aforesaid and of shares he invested in Slaves, Slaves, or other real or personal estate of equal value which said, Lands, Slaves, or other real or personal estate shall be held by the said, Edward James Black his heirs executors and administrators upon the same trusts as are herein before set forth declared and expressed of and concerning the said Slaves — Up to testimony whereof the parties hereto have hereunto set their hands, seals the day and Year above written —

Signed in the presence of
Thomas T. Smith
Francis J. Dunbar

Edward James Black (S)

Francis J. Dunbar
Notary Public
We Francis J. Dunbar being duly sworn depose that we are personally present and saw Edward James Black sign and declare the within instrument of writing for the use and purposes therein mentioned and that we Thomas T. Smith, then and there witnessed the above writing, this we do before me 2 April 1852
Wilson Sanders

Edmond Junius Black

State of South Carolina
Kershaw DistrictTo,
George Robinson, Clerk

This instrument made and entered into this twentieth day of March in the Year of our Lord One thousand eight hundred and thirty two between Edmond Junius Black Esquire of the City of Charleston the State of Georgia of the one part and George Robinson of the said State and District first above written of the other part Witnesses, That whereas a marriage is about to be had and solemnized by and between the said Edmond Junius Black Esquire and August George Anna Kirkland of the District and State aforesaid, who is also an infant and whereas the said August George Anna Kirkland may at some future period become possessed of by purchase by descent or by operation of law or by other means of real or personal Estate Not therefore the said George Robinson as aforesaid that if at any time hereafter the said August George Anna Kirkland shall in any manner or form become possessed of or entitled to in her own right or in right of any other person or persons any property be the same real or personal Estate the said Edmond Junius Black for himself his heirs Executors Administrators and assigns with Covenant and agree to and with the said George Robinson who is the Guardian of the said August George Anna Kirkland that he the said Edmond Junius Black shall and will take return process and employ and dispose of and control all and singular the property be the same real or personal Estate of and to which the said August George Anna Kirkland shall or may or her representatives for her become possessed or entitled by or on the respective Trusts following that is to say for the sole and separate use benefit and behoof of her this said intended wife and the issue of the marriage if any for and during the term of the natural life his said intended wife shall live and after the death of this said intended wife then in trust for the sole use benefit and behoof of the surviving issue of said marriage share and share alike Provided always that if said Child or said Children of said intended marriage who father or mother shall depart this life before the said intended wife shall die shall be entitled to all the interest in the said said property which this her or their father or mother if living would be entitled to, And provided always that in case there should be issue surviving the said intended wife, or in case such issue if any shall attain the Years of majority one or they otherwise and at their legal majority during the natural life

or after the death of the said intended wife then and in that case and in all other cases the said Edward & Black shall for inability to take any possess or employ disposed of and Control as aforesaid the property aforesaid upon the trusts aforesaid for and during the term of his natural life notwithstanding the legal majority of said wife or their legal representatives. But if and in case the said intended wife shall depart this life leaving no issue or if leaving issue the same shall remain a trust at any time after the death of his said intended wife and in the life time of him the said Edward & Black then and in that case in trust for the sole use benefit good behoof of the said Edward & Francis Black And it is further agreed by and between the parties aforesaid that if the said intended marriage shall take effect the said Edward & Francis Black shall have power and authority to sell or otherwise dispose of all or any part of the property aforesaid provided that the proceeds of such sale or sales of said property are or shall be invested in other property to the same real or personal estate of equal value with that which may have been sold, which said property shall be held by the said Edward & Black upon the same trusts as are herein before set forth and expressed of and concerning said property - And that Covenant is intendedly binding and expressed to refer to protect govern and Control upon the trusts therein expressed not only all the property which the said Augustus George Anna Hickland may by herself or her representatives hereafter become entitled to but to all and singular the property in the same real or personal estate of and to which she is or may be now and at this present time entitled in her own right or in right of any other person or persons. In testimony whereof the said Edward & Black have the hereunto set his hand here this day and Year above writing in the presence of

Thomas B. Smith

Francis J. Dunbar

Charles Barnwell Pitt

Mr Francis J. Dunbar being duly sworn says he was personally present and saw Edward & Francis Black sign here and believe the instrument of writing hereunto annexed for the use and purposes therein mentioned and that the Thomas B. Smith and himself witnessed the same executing the same

Francis J. Dunbar

Given & signed and the
2nd of April 1832 - Wilbur Sanders J.P.

St Charles Barnwell Pitt. Register office - Recorded in Book 8 page 173 the 2nd April 1832 & Examined C. D. Allen R. M. C.
Recorded 16 May 1832 -

D. Abc. Gaillarde &
Leonore C. Haguenier

To
Benj. Croff Trustee

Read and take into consideration of the United States of America
Petition of Desigmo. Alexander Gaillarde of St. Luke Parish in
the district of Penfent & State aforesaid Planter of the said
and Leonore C. Haguenier of St. Luke Parish and district of Penfent
aforesaid Spouse of the second part, and Benjamin Croff of
the parish of St. Luke district and State aforesaid Planter Trustee
Nominated and appointed by the said D. Abc. Gaillarde and
Leonore for the several trusts and purposes hereinafter contained
and expressed of the third part; Whereas a marriage is shortly
intended to be had and solemnized between the said D. Abc. Gaillarde
Gaillarde and Leonore And whereas the said Leonore C. Haguenier
is seized in her own right of a certain undivided portion of her
Father's Estate to wit real and personal Consisting of Land, Goods
and Stock, which will be more fully expressed by a Schedule
to be annexed to this indenture and to be considered as part or parcel
hereof as soon as a Division can take place after the solemnizing
of the said intended marriage And whereas it is agreed upon
between the said D. Abc. Gaillarde and Leonore C. Haguenier that
all the property aforesaid of whatever kind which the said Leonore C.
Haguenier hath inherited from her Father William C. Haguenier
shall be assigned and made over to the said Benjamin Croff
upon the above trusts and for the use intents and purposes
hereinafter named made expressed and Concerning the said
This indenture therefore witnesseth that as well for and in
consideration of the said intended marriage as in pursuance of the
said agreement and in further consideration of the Trust and
Confidence which the said D. Abc. Gaillarde and Leonore C. Haguenier
is do upon in the said Benj. Croff and of one Dollar a
piece in hand paid to the said D. Abc. Gaillarde and Leonore
C. Haguenier by the said Benj. Croff at and upon the delivery
and delivery of these presents the yearls whereof by which each
has made each of them fully granted bargained sold
assigned and set over and by these presents do and each of
them doth grant bargain sell assign and set over all and
singular the property aforesaid which the said Leonore C.
Haguenier hath or may have inherited or shall hereafter inherit
from her Father as aforesaid and shall and which shall

State of St. Louis

This indenture of three parts made
the nineteenth day of June in the year
of our Lord one thousand eight
hundred and fifty sixth year of the
Sovereignty and Independence of the United States of America
Between Desigmo. Alexander Gaillarde of St. Luke Parish in
the district of Penfent & State aforesaid Planter of the first
and Leonore C. Haguenier of St. Luke Parish and district of Penfent
aforesaid Spouse of the second part, and Benjamin Croff of
the parish of St. Luke district and State aforesaid Planter Trustee
Nominated and appointed by the said D. Abc. Gaillarde and
Leonore for the several trusts and purposes hereinafter contained
and expressed of the third part; Whereas a marriage is shortly
intended to be had and solemnized between the said D. Abc. Gaillarde
Gaillarde and Leonore And whereas the said Leonore C. Haguenier
is seized in her own right of a certain undivided portion of her
Father's Estate to wit real and personal Consisting of Land, Goods
and Stock, which will be more fully expressed by a Schedule
to be annexed to this indenture and to be considered as part or parcel
hereof as soon as a Division can take place after the solemnizing
of the said intended marriage And whereas it is agreed upon
between the said D. Abc. Gaillarde and Leonore C. Haguenier that
all the property aforesaid of whatever kind which the said Leonore C.
Haguenier hath inherited from her Father William C. Haguenier
shall be assigned and made over to the said Benjamin Croff
upon the above trusts and for the use intents and purposes
hereinafter named made expressed and Concerning the said
This indenture therefore witnesseth that as well for and in
consideration of the said intended marriage as in pursuance of the
said agreement and in further consideration of the Trust and
Confidence which the said D. Abc. Gaillarde and Leonore C. Haguenier
is do upon in the said Benj. Croff and of one Dollar a
piece in hand paid to the said D. Abc. Gaillarde and Leonore
C. Haguenier by the said Benj. Croff at and upon the delivery
and delivery of these presents the yearls whereof by which each
has made each of them fully granted bargained sold
assigned and set over and by these presents do and each of
them doth grant bargain sell assign and set over all and
singular the property aforesaid which the said Leonore C.
Haguenier hath or may have inherited or shall hereafter inherit
from her Father as aforesaid and shall and which shall

to be
daily
two or
and
as
part
in
some
and
from
times
istons
and
said
Leon
the
Croff
has
them
what
with
Sister
with
fully
void
On
unto
Sign
ing
On
C
may
he
ing a
des
they
they
Croff
H

be expressed, more particularly in the Schedule aforesaid, to the same effect as
 said, after a division, take place unto the said, Benji Croff his Execu-
 tors or Administrators. To have and to hold, all and singular the property
 and premises aforesaid, unto the said, Benji Croff his Executors and
 Administrators upon the several trusts, and to and for the uses intents and
 purposes, herein after mentioned, and for no other use intent or purpose what-
 ever that is to say. First in Trust for the said, Leonard according to the
 several rights in and to the same for her full Execution Administration
 and assigns until the solemnization of the intended marriage and
 from and immediately after the solemnization, then upon the further
 trust - Secondly that the said, Benji Croff his Executors or Admin-
 istrators do and shall suffer and permit the said, Gaillard
 and Leonard, to have the use of all and singular the property afo-
 said, together with the use and increase thereof during the said,
 Leonard's natural life Thirdly upon the further Trust that after
 the death of the said, Leonard leaving a Child, or Children, in
 Trust for such Child, or Children, share and share alike to him
 her or them and the heirs of him and assigns of him her or
 them forever without any manner of limitation or limitation
 whatever And Fourthly upon the death of the said, Leonard,
 without issue then to the Mother Sarah C. Hapman and her
 Sister Mary C. Hapman, their heirs and assigns forever
 without any limitation or reversion, whatever and from thence
 forth that said, Trust do cease and be entirely null and
 void as if these presents had never been signed: to wit

In witness whereof the parties of these presents have hereunto
 set their Hands and Seals
 Signed Sealed and Delivered
 in the presence of
 Julius C. Hapman
 James T. Cook

D. A. Gaillard, (S)
 Leonard C. Hapman, (S)
 Benji Croff - (S)

Peasfoot Dist

Personally appeared before me Julius C. Hapman, who being duly sworn, deposes that
 he was present and saw D. A. Gaillard, Leonard C. Hapman
 and Benji Croff sign seal and deliver as their act and deed
 the within instrument for the purposes therein expressed and that he and James T. Cook witnessed
 the same and executing thereof Julius C. Hapman

Witness my hand and seal this 7th day of May 1832
 W. B. Buckman J. R. Croff

Recorded 17 May 1832

Stephen Watson &
Eliza T. Smith
To
Wm Davidson

The State of S. Carol

This indenture made the third day of April in the year of our Lord one thousand eight hundred and thirty two. Between Stephen Watson of Charleston merchant of the first part, Eliza Tomenza Smith of Charleston Spinster, Daughter of Wm Smith late of Charleston ^{deceased} by Rosella B. Smith his wife of the second part, and Wm Davidson of Charleston merchant of the third part. Whereas the said Eliza Tomenza Smith is possessed of an undivided third part of eleven shares standing in the name of Hugh Patterson and Thos. W. Paek of the Bank of the United States. And whereas she is entitled under a deed of marriage settlement, Between her father the late Wm Smith Esq. and her Mother Rosella B. Smith by her then name of Rosella B. Romans to an undivided fourth part of the estate thereby setled and conveyed a more particular account of which is contained in a schedule hereto annexed and is also entitled to some estate in expectancy after the decease of her mother ^{the said} Rosella B. Smith under the will of her said Father: And whereas a marriage is intended with Gods permission to be shortly had and solemnized between the said Stephen Watson and the said Eliza Tomenza Smith and upon the treaty & previous to the solemnization of the said marriage it has been & is agreed by the said Stephen Watson and the said Eliza Tomenza Smith that all the estate real and personal in possession or expectancy of the said Eliza Tomenza Smith shall be secured, and settled as hereinafter mentioned but the said Eliza Tomenza Smith being under the age of twenty one years is not able to convey any estate to the said ^{her} ~~husband~~. Now this indenture witnesseth that for & in consideration of the said intended marriage by the said Stephen Watson by and with the consent of the said Eliza Tomenza Smith signified by her sealing and being a party to these presents. Both covenanted & promised to & with the said William Davidson that he the said Stephen Watson shall and will effectually convey and assure to the said Wm Davidson immediately after the said intended marriage All and singular the part and share of the said Eliza Tomenza Smith of & in the Bank stock herebefore mentioned and all the right, title and interest of the said Eliza Tomenza Smith in possession or

appreciable
value
Eliza
held
Dad
upon
other
and
receiv
mon
-sub
to th
equa
them
Shou
said
of th
Some
free
furs
said
the
he
sell
-led
may
the
used
And
age
-gu
Bons
setl
-ins
esta
-res
ack
Sign
in
Chas
Ch?

expectancy of, in, or to all the property mentioned in the above
deed herunto annexed & any other property which the said
Eliza Conenza Smith may be entitled to: To have and to
hold all & singular the said Estate to the said W^m
Davidson his heirs, Executors, and administrators to and
upon the several uses & trusts following, and to and for no
other use or trust whatsoever that is to say: In trust to permit
and suffer the said Eliza Conenza Smith to take and
receive the interest, Dividends, Issues & profits of the
money & property aforesaid to her sole & separate use du-
ring her natural life and from and after her decease
to the use of the issue or the said intended marriage
equally to be divided between them and in case either of
them the said Stephen Watson and Eliza Conenza Smith
should depart this life without leaving issue of the
said intended marriage then to the use of the survivor
of them the said Stephen Watson and Eliza Conenza
Smith his or her heirs, executors or administrators forever
free and discharged of and from all and every other or
further trust. And it is further agreed by and between the
said parties that it shall and may be lawful to and for
the said W^m Davidson with the consent of in writing of
the said Eliza Conenza Smith from time to time to
sell, and dispose of all, or any part of the Estate hereby set-
tled or intended so to be sold to call in all the monies that
may be upon interest, and invest the money so called in and
the money arising from such sale, or sales to the same
uses and trusts as are hereby declared concerning the same.
And the said Stephen Watson doth covenant, promise &
agree to and with the said W^m Davidson that all and sin-
gular the real and personal estate to which the said Eliza
Conenza Smith may hereafter become entitled shall be
settled and secured to the same uses and trusts here-
inbefore mentioned and declared of and concerning the
estate to which she is now entitled. In witness where-
of the said parties have hereunto set their hands
and seals the day and year first above written.

Signed sealed and delivered

in presence of.

James S. Moodie

Chas. C. Graham.

J. Watson (L)
Eliza J. Smith (L)
W. Davidson. (L)

Schedule.

Negroes Bob. Jones. Ned, Charlotte, and Micah. And undivided interest in expectance as to will in the personal estate of Wm. Smith deceased as by the inventory filed in the ordinary's office Charleston District.

Schedule signed in presence of
James G. Moodie
Jas. C. Cochran.

S. Watson
Eliza J. Smith.

South Carolina

James G. Moodie appeared & made oath that he saw S. Watson, Eliza J. Smith, and W. Davis sign and deliver the instrument of writing and deponent further swears that he saw S. Watson & Eliza J. Smith sign the said sale annexed thereto and he with Jas. C. Cochran attesting the same —
Given to defend me

19 May 1832

Samuel Kingman
Not Pub

Recorded 19 May 1832

W^m B. Townsend &
Henrietta C. Reynolds
To

Benjamin Reynolds

The State of South Carolina
This Indenture Made the Third day of May in the year of our Lord One thousand & eight hundred & thirty two at the City of Charleston in the State aforesaid, Between Henrietta C. Reynolds of Madamaw Island, Spinster of the first part, William B. Townsend of Johns Island of the second part, And Benjamin Reynolds of Madamaw Island of the third part: Whereas the said Henrietta C. Reynolds is entitled to the following real and personal property herein to be mentioned to wit: A portion of that Tract of land situate lying and being on Madamaw Island in the Parish of St. Johns Colleton Charleston District and known on the plat of the Estate of William Reynolds late of Madamaw Island deceased, as tract Number Three (commonly called Townsend's) containing one hundred and nine acres, And also the following Negro Slaves, Namely: Abraham, Peggy Beck, John, Mingo, Sam, Stephen, Patty, Judy, Nancy, Cupid, Mary, Harriette, Selia, Pompey, Lindy and Nancy and whereas a Marriage hath been agreed upon, And is intended by the permission of God Shortly to be had &

solemnized between the said Henrietta b. Reynolds and William
 B. Townsend: And Whereas upon the treaty for the said intended
 Marriage it was agreed upon, that all and singular the real
 and personal Estate of, or to which the said Henrietta b. Reynolds
 is seized, or entitled, as is hereinbefore mentioned, and all the other
 the real and personal property to which she the said Henrietta
 b. Reynolds now is, or which at any time during the said inten-
 ded coverture, she or the said William B. Townsend in her right
 shall or may become entitled, should be settled and assured
 so as that the same respectively during the continuance of such
 coverture might be for such uses and trusts as are hereinbefore
 mentioned and expressed of and concerning the same. Now
 this Indenture witnesseth that in pursuance and further per-
 formance of the said agreement, and in consideration of said
 intended Marriage, and for and in consideration of the sum
 of five dollars of lawful money of the State of South Carolina
 to the said Henrietta b. Reynolds in hand well and truly paid
 by the said Benjamin Reynolds, at or immediately before
 the sealing and delivering of these presents (the receipt where-
 of is hereby acknowledged) she the said Henrietta b. Reynolds
 with the privity and approbation of the said William B. Town-
 send (testified by his being a party to and sealing and delivering
 of these presents) hath bargained, sold, assigned, transferred and
 set over, and by these presents, doth bargain sell assign, transfer
 and set over to the said Benj^t Reynolds, heirs, executors, adminis-
 trators and assigns all that real and personal property herein-
 before mentioned namely a portion of that Tract of Land
 situate lying and being on Wadmalaw Island in the parish
 of St Johns Colletons, Charleston district, known on the Plat of
 the estate of William Reynolds, late of Wadmalaw Island decen-
 sed as tract number three (commonly called Townsend)
 and containing one hundred and nine acres, and also the
 following Negro Slaves to wit Abraham, Peggy, Dick, John
 Mingo, Saml. Stephen, Patty, Judy, Manny, Cupid, Mary,
 Harriette, belia, Pompey, Lindy and Nancy, which said estate
 intended to be hereby conveyed is also contained in the
 Schedule herunto annexed and forming part of this deed
 and all the right title, interest, property, claims, and
 demand whatsoever, both at law and in equity of her the
 said Henrietta b. Reynolds in and to the said premises, and
 every part thereof, To have, hold receive and take the said
 real and personal property hereinbefore described and all

And Singular other the premises hereinbefore assigned or
 expressed and intended to be, unto the said Benjamin
 Reynolds, his heirs, executors, administrators, and assigns upon
 the trust nevertheless, and for the intent and purposes and
 with under and Subject to the powers, provisos, agreements
 and declarations hereinafter expressed and declared of and
 concerning the same (that is to say) In Trust for the said
 Henrietta, b. Reynolds her heirs executors, administrators, and
 assigns, in the Mean time and until the Solemnization
 of the said Marriage, And from And after the Solemniz-
 3 trust - ization thereof, upon Trust that he the said Benjamin Reynolds,
 his heirs executors, administrators and assigns, do and shall
 either permit and suffer the Estate and all and Singular
 other the premises hereinbefore assigned or expressed and
 intended to be to remain in its actual State of investment
 or do and shall at any times or times (with the consent in
 writing of the said William B. Townsend and Henrietta
 b. Reynolds, his intended wife during their joint lives
 And after the decease of either of them with the consent in
 writing of the Survivor of them, during his or her life) Sell
 transfer or dispose of the same; or any part or parts thereof
 for such price, or prices as he shall think fit, And do and
 shall (with the consent aforesaid) lay out, or invest the money
 to arise by or from such Sale, transfer or disposition in his name
 in the purchase of Real estate, or Stocks, or other personal estate
 or at interest upon Government or real Securities in S^t b^o
 And do and shall from time to time (with such consent
 as aforesaid) alter vary and transfer, the same Real
 estate, or Stocks, and other personal estate and Securities
 to him shall seem Meet, and do and shall stand And be
 possessed of, and interested in all and Singular the estate
 and premises hereinbefore assigned, or expressed and intended
 to be Stocks and other personal estate and Securities And
 the interest, dividends and Annual produce thereof respec-
 tively upon and for the trusts respectively the intent and
 purposes; and with under and Subject to the powers pro-
 visos agreements and declarations hereinafter expressed
 and declared of and concerning the same (that is to say)
 3 trust - upon trust that he the said Benjamin Reynolds, his
 heirs executors, administrators and assigns do and shall from
 time to time pay the interests, dividends and Annual
 produce of all and Singular the said estates and premises

Trust

Trust

Trust

to or permit the same to be received by the said William B. Townsend
 and his assigns for and during the term of his natural life to the
 intent that the said interests, dividends and annual produce
 may during the said intended coverture be for the joint use and
 benefit of the said William B. Townsend and Henrietta C. Rey-
 nolds without being in any wise subject to the debts, contracts
 or engagements of the said William B. Townsend the intended
 husband, and after the determination of the coverture for his
 sole and separate use and benefit. and from and after the
 decease of the said William B. Townsend do and shall during the
 life of the said Henrietta C. Reynolds pay the interest, dividends
 and annual produce of all and singular the said estates and
 premises to or permit the same to be received by her the said
 Henrietta C. Reynolds for her sole and separate use and benefit
 exclusively of any future husband and without being in any
 wise subject to his debts, contracts or engagements; and from and
 after the decease of the said William B. Townsend and Henrietta
 C. Reynolds, shall stand and be possessed of and interested in all
 and singular the said estates and premises, heretofore assigned
 or expressed, and intended to be; Stocks and other personal estate
 and securities, and the interest, dividends, and annual pro-
 duce thereof respectively. In Trust for all and every the chil-
 dren and Child of the said William B. Townsend by the said
 Henrietta C. Reynolds to be divided between them if more than
 one in equal Shares and proportions, and if there shall be but
 one such child, the whole to be in trust for the one child: -
 Provided always and it is hereby agreed and declared between
 and by the parties to these presents, that if there shall be no
 child of the said intended Marriage living at the time of the
 decease of either of them, the said William B. Townsend and
 Henrietta C. Reynolds, then and in such case the said Benja-
 min Reynolds, his heirs, executors, administrators, or assigns
 shall at the time of the said decease and such default and
 failure of children of the said intended Marriage as aforesaid
 stand and be possessed of and interested in all and singular
 the said estates and premises heretofore assigned or expres-
 sed, and intended so to be, Stocks and other personal estate
 and securities, and the interest, dividends, and annual produce
 thereof respectively upon the trusts hereinafter declared of
 or concerning the same (that is to say) if the said Henrietta
 C. Reynolds shall survive the said William B. Townsend
 In Trust for her the said, Henrietta C. Reynolds her heirs

Executor administrators and assigns. But if the said Henrietta C. Reynolds shall die in the life time of the said William B. Townsend then in trust for the said William B. Townsend, his heirs, executors, administrators and assigns, and it is hereby further agreed and declared, And the said William B. Townsend doth for himself his heirs executors and administrators, covenants promise and agree to, and with the any future said Benjamin Reynolds his heirs executors, administrators and assigns by these presents in manner following (that is to say) that they that if at any time during the said intended coverture be acquired any real or personal estate whatsoever shall descend or devolve by gift, bequest, or vest in the said Henrietta C. Reynolds or in any person or persons in trust for her, or to, or in the said William B. Townsend in her right, then, and in that case, and so often as the case shall happen, he the said William B. Townsend shall and will make do and execute, or cause or procure to be made, done and executed, or join or concur with the said Henrietta C. Reynolds her heirs executors or administrators in the making, doing and execution of all such acts, deeds of conveyances, assignments, and assurances in the Law whatsoever or shall be necessary and proper for conveying, assigning, purring 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 Benjamin Reynolds his heirs, executors, administrators and assigns, espow such trusts, intents and purposes as will correspond or best and nearest correspond with the trusts intents and purposes hereinbefore expressed and contained of, and concerning the estate hereinbefore mentioned, and the trusts thereof so further hereinbefore declared, and that he the said William B. Townsend, his heirs executors, and administrators shall and will from time to time, and at all times hereafter upon the request of the said Henrietta C. Reynolds her heirs executors administrators or assigns, or of the said Benjamin Reynolds his heirs executors, administrators, or assigns, make do and execute or cause or procure to be made done and executed or cause or procure 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, trans-

Power to
appoint
New
Trustees

...serving, saving and confirming the several estate ...
of Money, Stocks, Securities profits, interests dividends and
annual produce hereinafter mentioned and the trusts thereof
are hereinafter declared and every of them and every part of
them respectively unto the Said Benjamin Reynolds his
heirs executors, administrators and assigns respectively
upon the trusts intents and purposes hereinafter men-
tioned and declared of, And concerning the same respectively
And for the further and better enabling him the Said Benjamin
Reynolds his heirs executors administrators and assigns to carry the trusts
hereby created into execution, as by the Said Henrietta C. Reynolds
her heirs executors, administrators or assigns, or by the Said Benjamin
Reynolds his heirs executors, administrators or assigns or his or her or
their or any of them counsel in the Law shall be advised desired
or required. Provided always and it is hereby agreed and declared
jointly and between the said parties to these presents, that if the Said
Trustee in and by these presents nominated and appointed or
Trustee any future trustee or trustees to be appointed in the place of him as
hereinafter is mentioned shall happen to die or be desirous of being
discharged of and from or refuse or decline or become incapable to act
in the trusts hereby in him reposed as aforesaid or shall cease
to retain the approbation of the Said William B. Townsend and
Henrietta C. Reynolds before the Said trusts shall be fully executed
performed or discharged, then and in such case and whenever
so often as the same shall happen, it shall, and may be lawful and
for the Said William B. Townsend and Henrietta C. Reynolds
his intended Wife or the survivors of them, or the executor or ad-
ministrators of such survivor by any deed or deeds instruments or instru-
ments in writing to be sealed and delivered by ^{him} ~~them~~ or her in the
presence of and attested by two or more credible witnesses from time
to time to nominate a substitute or appoint any other person or
persons to be trustee or trustees in the stead or place or place of the
Trustee so dying or desiring to be discharged or declining Refu-
sing or becoming incapable to act or ceasing to retain the appro-
bation of the Said William B. Townsend and Henrietta C. Reynolds
as aforesaid. And that when and so often as any here Trustee or
Trustees shall be nominated and appointed as aforesaid all the
trusts estates, Monies and premises which shall then be vested in the
Trustee so dying, or declining, or desiring to be discharged, or refusing
or becoming incapable to act or ceasing to retain the approbation
as aforesaid shall be thereupon with all convenient speed and
without delay assigned and transferred, in such sort and manner and

So as that the same shall and may be legally and effectually
 vested in such new Trustee, upon the same trusts, as are herein
 before declared of. And concerning the same trust estate, Premises
 And premises respectively, or such of them as shall, or may be the
 Subsisting and capable of taking effect and that every such new
 trustee or trustees shall and may in all things act in the Manage-
 ment, carrying on and execution of the trusts to which he or they
 shall be so appointed, as fully and effectually. And with all
 the same power, and powers, Authority and Authorities what-
 soever to all intents, effects, constructions and purposes what-
 soever, as if he or they had been originally in and by these
 presents, Nominated, Trustee or Trustees for the purposes afore-
 said or each of them for which he or they shall be Nominated
 Trustee or Trustees. In Witness whereof the said parties to these
 presents have hereunto, interchangeably set their hands and
 Seals the year and day first above written

Isaac S. Parker }
 Bernard A. Reynolds }
 S^r John Colleton }

Henrietta L. Reynolds (Seal)
 W. B. Townsend (Seal)
 Benj^r Reynolds (Seal)

Personally appeared before me this day Bernard A. Reynolds
 Esq^r, who being duly sworn make oath that he together
 with Isaac S. Parker Esq^r was present and did see the aforesaid
 W. B. Townsend affix his signature together with Benjamin Rey-
 nolds & Henrietta L. Reynolds to the above Instrument of writing
 for the purposes as therein set forth,

Bernard A. Reynolds
 Sworn to before me this 28 day of May 1832

Mr. N. Clarkson, J. P.

Recorded 29 May 1832

W^m Glover &
 Kitty S. Marks
 To

Sam^l S. Taylor Trustee

The State of South Carolina

This Indenture Made and executed this
 thirtieth day of May in the Year of our
 Lord One thousand Eight hundred and
 thirty two, Between Mr. Glover of the first part, Kitty S. Marks of
 the Second part (both free persons of colour) of the City of
 Charleston and State aforesaid And Samuel S. Taylor of the said
 City and State aforesaid as Trustee of the third part -
 Witnesseth that whereas a Marriage is shortly to be had and
 solemnized by and between the said W^m Glover and the
 said Kitty S. Marks, And whereas also the said Kitty S. Marks
 is entitled as one of the distributives of the estate Benj^r

St. M.
 and
 the c
 Moir
 Sixty
 Miller
 S^r M
 of the
 And
 imm
 expro
 in C
 the f
 will
 Seal
 heres
 as a
 sold
 set o
 that
 Apig
 Spun
 is to
 and
 And
 Mar
 said
 to ha
 the p
 their
 inco
 And
 the
 way
 by th
 by h
 the
 of th
 their
 And
 glo
 beg

241
To Make to an undivided Moiety or fourth part of all that the said
and lot of land situate lying and being in the City of Charleston at
the corner of State and Chalmers Streets. and also to an undivided
Moiety or fourth part of all that parcel or tract of land containing
Sixty Acres or less situate lying and being in the parish of Prince
William in the State aforesaid, And Whereas also the said Kitty
S^t Marks is desirous to have all and singular her portion or Share
of the said property above mentioned and described secured
and settled upon her for and during her Natural life And
immediately after her death to the use and trust hereinafter
expressed and declared She the said Kitty S^t Marks for and
in consideration of the said intended Marriage and also for
the further consideration of the Sum of Five Dollars to her in hand
well and truly paid or Secured to be paid at and before the
Sealing and delivery of these presents (the receipt whereof is
hereby acknowledged) by the said Samuel S. Taylor Trustee
as aforesaid, hath granted, bargained, transferred, set over
Sold and delivered and by these presents do grant bargain transfer
set over Sell and deliver unto the said Samuel S. Taylor. All
that the aforesaid property, His executors, administrators &
Assigns. In Trust Nevertheless to and for the use intents and
purposes hereinafter limited expressed and declared That
is to Say In Trust for her Sole and Seperate benefit and use
untill the said Solemnization of the said intended Marriage
And from and immediately after the Solemnization of said
Marriage In Trust to and for to permit and suffer the
said Kitty S^t Marks and her husband the said William Glover
to have hold occupy possess enjoy or rent out all and singular
the property aforesaid and also to receive collect and expend to
their joint and own use and benefit. All rents profits or
income that may or can arise or accrue from the same for
And during their joint Coverture And their Natural Life
the said property In Trust Nevertheless Not Subject or liable in any
way or manner to any debt. Contract liability or engagement
by the said William Glover Now made and existing or hereafter
by him the said William Glover to be made and executed but
the same In Trust to and for the use benefit and behoof
of the said William Glover and Kitty S^t Marks for and during
their said Coverture And their Natural lives as aforesaid.
And in case of the death of either the aforesaid William
Glover or Kitty S^t Marks his wife leaving issue lawfully
begotten then the same In Trust for the use benefit

and behoof of said Survivor and of such Child or Children of the said Marriage as there may be alive at the death of said Survivor. And after the death of the said Survivor in the said Marriage as there may be alive the issue at the death of said Survivor to be equally divided by and between them (if more than one) Share and Share alike and freed incumbered cleared and forever discharged from any further and other trusts whatsoever in Witness whereof the said parties to wit William Glover Witty S. Mark and Samuel S. Taylor Trustee as aforesaid have hereunto set their hands and affixed their seals at Charleston, on the day and in the Year aforesaid. Witty S. Mark (Seal)

William ^{his} Glover (Seal)
 Samuel S. Taylor Trustee (Seal)

Signed Sealed & delivered in the presence of
 Louise Moipon. Thomas P. Harvey
 The State of South Carolina

Personally appeared before me Thomas P. Harvey who being duly sworn depone that he was present and saw William Glover Witty S. Mark and Samuel S. Taylor sign and seal the within written indenture for the purposes therein set forth and contained and that he with Louise Moipon signed their Names a Witnesses therunto in each others presence and in the presence of said parties interested therein. Thomas P. Harvey

Sworn to before me this 31 May 1832 Philip Patrick, N.S.
 Recorded 30 May 1832.

Thomas McConnell Junr
 and P. Clarke
 To McConnell

South Carolina
 This Indenture made
 Tripartite is made and executed this twenty fourth day of April in the year of our Lord

one thousand eight hundred and thirty two and in the fifty sixth year of the sovereignty and Independence of the United States Between Tho. McConnell the younger of the first part, Jane P. Clarke of the second part and Tho. McConnell of the third part He of Williamburgh District of the said state of South Carolina Whereas a marriage is intended to be had and solemnized between the said Tho. McConnell the younger and the said Jane P. Clarke the step daughter of the said Tho. McConnell the party of the third part and she the said Jane P. Clarke is entitled to and possessed of certain property in her own right consisting of Bonds

Notes, Accounts, one hundred by, Flora, Jenn, Emeline, Pettie, tilda, Ry, El John, with the other persons marked & he, and a, about fifteen described and secured all to the said intents, and, and also any or times hereafter therefore consideration of by the said Jano P. Clarke & delivery of hereby acknowledged and with Tho. McConnell South Carolina doth hereby say unto the said and singular mentioned a money paid and also the with the full all other the & enumerated collect, and the future McConnell and assign the several expressed And for the with the as Tho. McConnell

Notes, accounts and cash to the amount of about Eight thousand
one hundred & fifty dollars and twenty six negro slaves name
ly, Flora, Jenny, Nell, Adam, Ned, London, Jane, Betty, Louis,
Emeline, Patti, Sarah Ann, Charlotte, Ben, Rosina, Ceway, Mos-
tilda, Ry, Eliza, Phillis, Richard, Nell, Dinah, Jon, Dick, and
John, with the future issue, and increase of the females and
the other personal property ~~property~~ in the list or schedule
marked A hereunto annexed and made a part of these pre-
sents, and also the plantation, or tract of land containing
about fifteen hundred acres hereinafter more particularly
described and it is proposed and designed to settle and
secure all the said property real and personal prior
to the said intended marriage to and for the several uses,
intents and purposes hereinafter expressed and declared
and also any other property real, or personal that may any time
or times hereafter come or fall to the said Jane P. Clarke.
Now therefore this Indenture witnesseth that for and in con-
sideration of the said intended marriage and of five doll.
by the said Thomas McConnell of the third part to the said
Jane P. Clarke in hand paid at and before sealing
& delivery of these presents the receipt whereof she does
hereby acknowledge she the said Jane P. Clarke by
and with the advise, knowledge & consent of the said
Thos. McConnell, the younger her intended husband
with bargain, sold, assigned, transferred, and set over
unto the said Thomas McConnell, of the third part all
and singular the Bonds, Notes, accounts, and cash above
mentioned and in schedule A fully set forth and all
money principal and interest due and to grow due thereon
and also the said above named twenty six negro slaves
with the future issue, and increase of the females and
all other the personal property in the said Schedule
A enumerated and set forth. To have and to hold, take
collect and receive the same and every part thereof with
the future issue of the female slaves unto the said Thos
McConnell of the third part his Exors, Administrators,
and assigns. Intimus nevertheless unto and for
the several uses, intents and purposes hereinafter
expressed and declared of and concerning the same
that for the considerations aforesaid and by and
with the advise, knowledge, and consent of the said
Thos. McConnell the younger she the said Jane

P. Clarke hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and doth hereby grant, bargain, sell, alien, release, convey, and confirm unto the said Thos. McConnell of the third part all that plantation, or tract of land, situate, lying and being in the district of Williamsburgh aforesaid, measuring and containing $3\frac{1}{2}$ fifteen hundred acres or thereabouts Buting & bounding on the north east by Black Mingo Creek and the lands of the said Thos. McConnell of the third part and on the west by the lands of the said Thos. McConnell and the Public road on the south west, west, and north west, by the lands of John Graham. Robt. Smith, the Estate of George Cooper and James Campbell, and Tom Gibson, being the plantation or tract of land conveyed by the said John Graham on or about the twenty first day of may in the year of our Lord one thousand eight hundred and twenty nine to the said Jane P. Clarke to and for the uses and purposes of her former marriage settlement, as in and by the deed thereof duly proved and recorded in the Dist. of Williamsburgh aforesaid, and hereby ~~app~~ specially referred to and part hereof referred therein to being had with more fully appear together with all and singular, the rights, members, privileges, tenements, hereditaments, and appurtenances, to the said premises belonging or in any wise incident or appertaining. Do have and to hold all and singular the said premises with these appurtenances unto the said Thos. McConnell of the third part his heirs & assigns forever. In trust nevertheless and to and for the several intents and purposes herein after expressed and declared of and concerning the same that is to say the said property real & personal, to and for the sole use benefit, and behoof of the said Jane P. Clarke her heirs, Executors, and Administrators until the solemnization of the said intended marriage and from and after the solemnization of the said intended marriage then In trust for and during the joint lives of the said Thos. McConnell the younger and the said Jane P. Clarke to and for the sole and separate use, and benefit of her the said Jane P. Clarke and to suffer and permit,

her to
issued,
real, a
to and
in any
of the
the sa
Comme
the d
In tru
the sa
tors an
and o
P. Cla
the re
Comme
age ex
from
Jane
prop
McCo
a sec
thud
person
Clarke
she to
ing tw
lawful
all the
living
to be
as the
alips a
ing to
fally
the
manu
prop
McCo
assign
attorn
lawful

him to have, take, and receive the wages, services, interest
issues, income, rents, dividends, and profits of the said property
real, and personal, and every part and parcel thereof,
to and for her own sole and separate use without being
in any manner subject to the debts, or contracts or contingent
of the said Thos. McConnell the younger and should she
the said Jane P. Clarke survive him the said Thos. M.
Connell, the younger then from and immediately after
the death of him the said Thos. McConnell the younger
In trust to and for the sole use benefit and behoof of her
the said Jane P. Clarke her heirs, Exors. Administra-
tors and assigns freed and discharged from all further
and other trusts. And should she the said Jane
P. Clarke die before him the said Thos. McConnell
the younger leaving him and her daughter Margaret M.
Connell single and issue of the said intended mari-
age surviving her the said Jane P. Clarke then
from and immediately after the death of her the said
Jane P. Clarke. In trust as to one third of the said
property real, and personal to and for the said Thos.
McConnell the younger his exors, Administrors, Heirs &
assigns freed & discharged from all further & other
trusts as to another one third of the said property real, &
personal. In trust to and for the said Margaret M. Connell
Clarke, her heirs, Exors, and Administrators and should
she the said Margaret M. C. Clarke die before attain-
ing twenty one years of age unmarried and without leaving
lawful issue surviving but leaving the said Thos. McCon-
nell the younger and issue of the said intended marriage sur-
viving her then In trust that is to say her one third. In trust
to be equally divided between and among the said Thomas McConnell
and the issue of the said intended marriage share and shares
slips and shules she the said Margaret M. C. Clarke die be-
fore twenty one years of age unmarried and without leaving law-
ful issue surviving him and leaving the said Thomas McConnell
the younger surviving her without any issue of the said intended
marriage then in trust that is to say her one third of the said
property real and personal in trust to and for the said Thomas
McConnell the younger his heirs, Exors, Administrors, and
assigns and shules she the said Margaret M. C. Clarke die before
attaining twenty one years of age unmarried and without leaving
lawful issue but leaving issue of the said intended marriage

hence
both hereby
and confirm
hereby all
ing and being
measuring
reabooks
go Creek
all of the
with East
Connell
et and North
Smith, the
ell, and
land con-
the
lord, one
to the
and purpose
ed by the
the Dist
specially
even to
with all
es, tenement
id premises
in. Do
emises with
rell of the
uthe left
posses
ed conven-
real &
behof
to Adminis-
tend
ative of
for an
Connell
ke to an
of her
hermit;

surviving her and without leaving the said Thomas McClellan
 the Younger surviving her then in trust that is to say the
 one thing in trust to and for the issue of the said intended
 marriage to be equally divided among them if more than one
 to them their Heirs Executors administrators and assigns share
 and share alike and if one then to that one absolutely
 and forever and should the the said Margaret
 McClellan die before twenty one years of age un-
 married and without leaving lawful issue surviving
 her and without leaving either the said Thomas Mc-
 Connell the Younger or issue of the said intended mar-
 riage surviving her then in trust that is to say the one
 thing in trust to and for the next of kin of her the
 said Margaret by the side of her Mother the said
 Jane P. Clark in excluding of her next of kin by her
 Father's side to be equally divided among her the said
 Margarets next of kin by her Mother's side according
 to the law of descent touching for the distribution of
 Intestate Estates and as to the remaining one thing of
 the said property real and personal after the death of
 the said Jane P. Clark leaving the said Thomas Mc-
 Connell the Younger and the said Margaret McClellan
 and issue of the said intended marriage surviving
 her in trust that is to say the said remain one
 thing in trust to and for the issue of the said intended
 marriage to be equally divided among them if more than one
 to them their Heirs Executors administrators and assigns share
 and share alike and if one then to that one absolutely
 and forever and should the the said Jane P. Clark die
 before the said Thomas McConnell the Younger leaving
 them and her said daughter Margaret surviving her the
 said Jane had no issue of the said intended marriage
 surviving her the said Jane then in trust as to one mo-
 ie of the said property real and personal to and for the
 said Thomas McConnell the Younger his Heirs Executors admin-
 istrators and assigns and as to the other moiety of the said
 to and for the said Margaret McClellan her Heirs
 Executors and administrators and assigns and should the
 the said Margaret die before attaining twenty one years
 of age unmarried and without leaving lawful issue
 surviving her but leaving the said Thomas McConnell

242

the Younger surviving her then in Trust that is to say her one moiety
apart, in Trust to and for the said Thomas McConnell the
Younger his heirs Executors administrators and assigns and
should she the said Margaret McConnell Clarke die before attaining
twenty one Years of age unmarried and without leaving lawful
issue surviving her and also without leaving the said Thomas
McConnell the Younger surviving her then in Trust that is to
say her said moiety in Trust to and for the next of kin
of her the said Margaret McConnell Clarke by the side of
her Mother the said Jane P. Clarke in equalizing of her
the said Margaret's part of her by her Father side to be
equally divided among her the said Margaret's part of her
by her Mother side according to the law of said Car-
olina for the distribution of intestate estates and
should she the said Jane P. Clarke die before her the
said Thomas McConnell the Younger leaving her the
said Thomas McConnell the Younger and issue of
the said intended marriage surviving her the said
Margaret McConnell Clarke dying before her the said
Jack with out leaving lawful issue living
at the death of her the said Jane then in Trust as
to one moiety of the said property real and personal in Trust
to and for the said Thomas McConnell the Younger his heirs
Executors administrators and assigns for her and the other moiety
in Trust to and for the said Jane P. Clarke intended mar-
riage to be equally divided among them if more than one to
them their heirs Executors administrators and assigns share
and share alike and if one then to that one absolutely and
forever and should she the said Jane P. Clarke die before
her the said Thomas McConnell the Younger without
leaving issue of the said intended marriage or her said
daughter Margaret or issue of her said daughter Mar-
garet surviving her the said Jane P. Clarke then in Trust
that is to say the said property real and personal in Trust
to and for the said Thomas McConnell the Younger his
heirs Executors administrators and assigns from and
discharge from all further paid to her trust and should
she the said Margaret McConnell Clarke die before her
Mother the said Jane P. Clarke leaving lawful issue
living at the time of the death of her the
said Jane P. Clarke she the said Jane P. Clarke dying
before her said intended Husband Thomas McConnell the

Younger then further in trust that the lawful issue of the said child Margaret surviving her said Mother the said Child and herself dying before her said Mother and her said Mother dying before her said intended Husband Thomas McConnell the Younger shall to wit the said surviving issue of the said Margaret shall have take and receive the same part share and proportion of and in the said property real and personal as if the said Margaret had the surviving her said Mother would have had taken and receiving and for the consideration aforesaid they the said Thomas McConnell the Younger and Jane Clarke for themselves their Heirs Executors administrators here jointly and severally Covenanting promising granted and agreed and do hereby jointly and severally Covenant promising grant and agree to and with the said Thomas McConnell party of the third part Trustee as aforesaid his Heirs Executors administrators successors and assigns that it shall and may be lawful for him the said Thomas McConnell Trustee as aforesaid and his executors and successors to suffer and permit all and singulary the Bonds votes accounts Cash Negro Slaves and their issue and all and singular the property real and personal set forth and enumerated in said Schedule to be (and remain in the hands and custody of the said Thomas McConnell the Younger and that he the said Thomas McConnell the Younger may from time to time receive also interest income rents issues profits & payments arising therefrom subject always nevertheless unto and for the several uses intents and purposes herein before expressed and declared of and concerning the same and that he the said Thomas McConnell the Younger shall pay unto from time to time and at all times at the request of the said Thomas McConnell as Trustee as aforesaid and of his successor and successors make out be paid and deliver to the said Trustee and his successor and successor a full true and regular account of all the said property real & personal and all interest income rents issues profits and payments arising therefrom (and deliver of same and pay over the same to the said Trustee or his successor or executors upon and so often as the same may be required and further that it shall and may be lawful to and for the said Thomas McConnell as Trustee as aforesaid and his successors and successors from time to time and at all times hereafter by and with the advice and consent of the said Thomas McConnell and Jane Clarke during their joint lives (and

by and with the said Younger daughter and principal mortgagee, to be to real age and charge sufficient thereon and other proper taxes and debt upon a mortgage then for the value of the same as a mortgage concerning the mortgage and at all and with the said Heirs Executors property real the mortgage on stock or rights during the charge or in the same and subject pressed and paid here for the said Thomas McConnell during their lives the Confession of all times to be in and due his Heirs Executors Thomas McConnell or successors and Co. or Trustee

his Successor or Successors as Trustee or Trustees as aforesaid and the Successor or Successors as Trustee or Trustees as aforesaid last Constituted, nominated, and appointed shall duly well possess and enjoy all and singular the rights, powers, privileges and authorities and be subject to all the duties and responsibilities of the original Trustee and the person or persons formerly Trustee or Trustees in whose place or places such new Trustee or Trustees may be appointed, shall be forthwith therefrom forever exonerated and discharged and for the Executions aforesaid, they the said Thomas McConnell the Younger and Charles P. Clarke have further for them selves their Heirs Executors and administrators jointly and severally Covenantedly promised granted and agreed and do hereby jointly and severally Covenant promised grant and agree to and with the said Thomas McConnell his Heirs Executors administrators Successors and assigns that they the said Thomas McConnell the Younger and Charles P. Clarke 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 Trustee his Successor or Successors or his or their Heirs Executors administrators or assigns make do deal execute and deliver or cause and procure to be made and done and executed and delivered all and every such further and other reasonable act and acts thing and things Conveyances devises and conveyances in the last whatsoever with Covenants of Seisin freedom from all incumbrances peaceable possession further assurances and general warranty according to the nature of the Estate for the further better and more perfect and absolute granting bargaining assigning releasing conveying and confirming all and singular the premises and all personal and every Clause Covenant Privileges and agreement herein contained and every part and parcel thereof unto the said Thomas McConnell his Heirs Executors administrators Successors and assigns as if any or either of them them or any or either of their Counsel learned in the law shall be reasonably advised, desired or required. In Trust nevertheless and to and for the several uses intents and purposes and subject to the single forms and authorities therein expressed declared of and concerning the same.

In Witness Whereof the Parties aforesaid have hereunto set their hand and seal on the day Year

251
 16 March
 26 April
 10 "
 16 Aug.
 10 "
 28 Jan.
 11 April
 23 Nov.
 12 "
 2 June
 5 Feb.
 21 Sept.
 5 May
 23 Nov.
 17 May
 3 March
 1 March

in that behalf above written
 Signed Sealed, & Delivered in the presence
 of the words 'in' being previously interlined
 in the first page 'one' in the fourth page
 'to the Trust Estate' in the eighth page and
 assigned in the ninth page. and the words
 before written on an enclosure in the seventh
 page
 James V. King
 Agnes Chambers

Thos McConnell Junr
 John P. Clark
 Thos McConnell

Schedule A

A List of Bonds Notes and accounts due to James P. Clarke 24th April 1832 together with the Balances of principles
 and the Interest due on each to this date

Date of issue	Name for account	Or	due	Int	due
16 March 1827 B.	Wm Coffey George Coffey (Annually)	500		203.44	
26 April 1831 B.	Thos & Singletary & Thos Singletary & Peter	500	97	35	
10 " 1829 C.	William & John and John & John	540		17.92	
16 Aug 1820 B.	Thos & John and John & John (Annually)	500		118.18	
10 " 1819 B.	Allegan & McKnight & McKnight	800		67.66	
28 Jan 1826 B.	John McKnight and William McKnight	36.58		1.37	
11 April 1825 B.	Thos McKnight & Cath & McKnight	108.90		11.09	
25 Nov 1830 C.	Mathew Allen	30.36		2.95	
12 " 1824 C.	William & John & John & John	89.90		20.86	
2 Jan 1828 B.	Atent McKnight & John & John (Annually)	500		68.55	
5 Feb 1827 B.	Oliver & John & John & John (Annually)	800		67.70	
21 Sept 1826 C.	John & John & John & John	150		1.31 1/4	
5 Jan 1824 C.	Charles McKnight & John & John (Annually)	181.97		2.62	
23 Nov 1830 C.	Wm & John & John & John	24.75		2.08	
17 May 1831 B.	John & John & John & John (Annually)	500		32.12	
8 March 1832 C.	George & John & John & John	200		2.03	
	A. Archibald & Clark	100			
1 March 1832 C.	James & John & John & John	10.50		4.62	
		6713.43		659.57	
				6713.43	
				7372.94	
				777.06	
				8150	

C. Explicit Amot principles & cash due
 Cash on hand

Other property viz—
 One plantation or tract of land containing 1500 acres

in that behalf above written
 Signed Sealed, & Delivered in the presence
 of the words 'in' being previously interlined
 in the first page 'one' in the fourth page
 'to the Trust Estate' in the eighth page and
 assigned in the ninth page. and the words
 before written on an enclosure in the seventh
 page
 James V. King
 Agnes Chambers

Thos McConnell Junr
 John P. Clark
 Thos McConnell

Schedule A

A List of Bonds Notes and accounts due to James P. Clarke 24th April 1832 together with the Balances of principles
 and the Interest due on each to this date

Date of issue	Name for account	Or	due	Int	due
16 March 1827 B.	Wm Coffey George Coffey (Annually)	500		203.44	
26 April 1831 B.	Thos & Singletary & Thos Singletary & Peter	500	97	35	
10 " 1829 C.	William & John and John & John	540		17.92	
16 Aug 1820 B.	Thos & John and John & John (Annually)	500		118.18	
10 " 1819 B.	Allegan & McKnight & McKnight	800		67.66	
28 Jan 1826 B.	John McKnight and William McKnight	36.58		1.37	
11 April 1825 B.	Thos McKnight & Cath & McKnight	108.90		11.09	
25 Nov 1830 C.	Mathew Allen	30.36		2.95	
12 " 1824 C.	William & John & John & John	89.90		20.86	
2 Jan 1828 B.	Atent McKnight & John & John (Annually)	500		68.55	
5 Feb 1827 B.	Oliver & John & John & John (Annually)	800		67.70	
21 Sept 1826 C.	John & John & John & John	150		1.31 1/4	
5 Jan 1824 C.	Charles McKnight & John & John (Annually)	181.97		2.62	
23 Nov 1830 C.	Wm & John & John & John	24.75		2.08	
17 May 1831 B.	John & John & John & John (Annually)	500		32.12	
8 March 1832 C.	George & John & John & John	200		2.03	
	A. Archibald & Clark	100			
1 March 1832 C.	James & John & John & John	10.50		4.62	
		6713.43		659.57	
				6713.43	
				7372.94	
				777.06	
				8150	

C. Explicit Amot principles & cash due
 Cash on hand

Let to Cash

Other property viz—
 One plantation or tract of land containing 1000 acres