

Edward Barnwell &
Eliza J. Smith

Mr. J. Smith, Trustee
Archibald Smith

State of South Carolina

This Indenture of three
parts made &c Between Edward
Barnwell of the Town of Beau-
fort, Parish of St Helena &
State aforesaid of the first
part, Eliza Luby Smith of Savannah, - State of Geo-
gia of the second part, and John Soyner Smith
of the Town of Beaufort and State aforesaid and
Archibald Smith of St Mary's State of Georgia
of the third part -

Whereas a marriage is intended
by the permission of God to be shortly had and so-
lemnized between the said Edw Barnwell and Eliza
Luby Smith - and Whereas in prospect and
consideration of the said intended marriage it
hath been agreed by and between the said Edward
Barnwell and Eliza Luby Smith that all the
real and personal Estate what soever, whereof the
said Eliza Luby Smith is seized or possessed,
or wherunto she is in any wise entitled, shall be
settled conveyed and disposed of to such uses, upon
such Trusts and to and for such intents and pur-
poses and in such manner, as are hereinafter men-
tioned, expressed and declared of and concerning
the same respectively. Now this Indenture wit-
nesseth that in pursuance of the said agreement
and in consideration of the said intended marriage
and for and in consideration of the sum of Three
Dollars to the said Eliza Luby Smith in hand paid
by the said John Soyner Smith and Archibald Smith
at and before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged,
she the said Eliza Luby Smith, with the private
consent, and approbation of the said Edward Bar-
nwell, her intended husband, testified by his
being a Party to and his sealing and delivery of
these Presents - Hath granted, bargained, sold,
assigned, returned and transferred and by these
Presents - Hath grant, bargain, sell, assign, return,
and transfer unto the said John Soyner Smith
and Archibald Smith and to their Heirs
and assigns, Executors and Administrators

An undivided moiety of all that Wharf in the city of Savannah & State of Georgia commonly known as Smiths Wharf and of all the houses, edifices, buildings, stores, privileges, hereditaments and appurtenances whatsoever to the said Wharf and Premises, either in any of them belonging or in any wise appertaining or then with usually held, demised occupied or enjoyed or accepted, rejected, taken or known as part, parcel, or member thereof. Also an undivided moiety of all that Tract of Land in the District of Beaufort, State of South Carolina, containing between two and three hundred acres, butting and bounding to the North upon lands of Col. James Scurry, to the east upon lands of Col. Porter of Louisiana to the South on Savannah Back River and to the West on lands belonging to John Bryan Smith, Also Two Lots in the city of Savannah, State of Georgia, the one situated in Reynolds ward and the other in Gammanas, Also the following Negro Slaves to wit, - Maurice, Remah, Moses, Linder, Ben, Rosanna, Anthony, Alex, Ned, Bella, James, Kate, May, Jane, William, Frances Philander, Amy, Richard, Harriet, Cuffey, Judy, Emily, Shmuel, Adam, London, Maria, Alfred, Henry, Stephen, Hannah, Maria, Eliza, Maria, Charles, John, James, Joshua, Adeline, Lavinia - together with the increase of the females - also Fifteen shares of the Planters Bank of the city of Savannah and State of Georgia, Together with all and singular the rights, manors and appurtenances to the above conveyed Premises belonging or in any wise incident in Law and Equity, in Possession, Action, or Expectancy - To Have and To Hold the said Premises to the said John Bryan Smith and Archibald Smith their Heirs, Executors and Administrators forever In Trust nevertheless to and for the following uses and purposes - that is to say In Trust to and for the said Eliza Lully Smith, her heirs, Executors, Administrators, and assigns, respectively until the solemnization of the said intended marriage - and from and after the solemnization thereof then upon trust that ^{they} the said John Bryan

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Smith and Archibald Smith, or the Survivor of
them, his Heirs, Executors, Administrators, and assigns
respective, shall and do pay, apply and dispose
of the clear yearly rents, issues, and produce of the
undivided moiety, of the Wharf & Stores in the City
of Savannah, heretofore described, as the same
shall from time to time arise and be received, in
to such person or persons and for such uses and
purposes, and in such parts and proportions, manner
and form, as she the said Eliza Luby Smith
shall from time to time and at any time or times
during her life and notwithstanding her coverture
and, neither she shall be sole, or married, by any
writing or writings, under ^{her} hand and seal and appoint
to the intent that the same or any part thereof
may not be at the disposal, or subject a liability
to the control of the said Edward Barnwell
her intended husband; but only at her own sole
and separate dispose - And in Default and
until such direction and appointment, to the proper
hands of the said Eliza Luby Smith, or otherwise
shall permit or suffer her to receive and take the
same to and for her own sole use and benefit -
whose receipt under her hand shall from time
to time, notwithstanding her coverture, be a suf-
ficient discharge to the person or persons who shall
so pay the same, for so much thereof for which such
receipt shall be given - And upon this further
Trust, that the said John Lacy Smith and
Archibald Smith, their Heirs, Executors, Administra-
tors and assigns shall and do grant, convey assign
and dispose of the said undivided moiety of
the Wharf and Stores in the city of Savannah
or any part thereof unto such person or persons
and for such uses and purposes and in such
parts and proportions, manner and form, with or with-
out revocation, as she the said Eliza Luby
Smith from time to time notwithstanding
her coverture, and neither she shall be sole or mar-
ried by any writing or writings under her hand
and seal attested by two or more credible wit-
nesses, or by her last will and testament in
writing, or any writing purporting her last will

and testament to be ^{by} her signed, sealed and published in the presence of three or more credible witnesses shall devise, limit, give, dispose, or appoint the Same - And in Default of such devise, limitation, gift-disposition and appointment, and as to such part or parts of the same Premises whereof no such devise limitation gift-disposition or appointment shall be made In Trust to and for the uses, intents and purposes, and in such manner and form as are hereafter mentioned, expressed and declared and concerning the other property of the said Eliza Luby Smith -

And this Indenture further witnesseth that the said John Jaynes Smith and Archibald Smith or the survivor of them his, heirs, Executors, Administrators, and Assigns respectively, shall receive and pay over unto the said Edward Barnwell during the joint lives of him and the said Eliza Luby Smith his intended wife, the clear yearly rents, issues, interests, and produce of all and singular the said Freehold, messuages, pieces or parcels of ground, Lands and hereditaments, and of the said moved and personal Estate, to be disposed of according to the pleasure of the said Edward Barnwell, saving and excepting the clear, yearly rents issues, and produce of the undivided moiety of the Wharf and Stairs in the city of Savannah heretofore described, which the said John Jaynes Smith and Archibald Smith shall receive and dispose of as herein before directed - That from and after the decease of them the said Edward Barnwell and Eliza Luby Smith, his intended wife, as shall first happen to die leaving no issue of their marriage, or there being such issue, should it fail during the life of the survivor of the said Edward Barnwell and Eliza Luby Smith, the said John Jaynes Smith and Archibald Smith, shall receive and reassign to the said Survivor all and singular the said Freehold, messuages, or Tenements, pieces or parcels

of ground, Hereditaments, monies & personal Estate
not otherwise disposed of, fully and in Fee Simple
That from and after the decease of them the said
Edward Barnwell and Eliza Luby Smith his in-
tended wife as shall first happen to die, leaving
issue of their marriage, the said Trustees shall
receive and pay over unto the Survivor the clear
yearly rents, issues, interest and produce of all
and singular the said Free hold, messuages, piece
or parcels of ground, Lands and Hereditaments
and of the said monies and personal Estate
not otherwise disposed of, for the sole and
separate use and disposal of the said Sur-
vivor, until such time as any child of the
marriage of them the said Edward Barnwell
and Eliza Luby Smith shall attain the
age of Twenty one years or shall himself or
herself marry - That immediately upon the
attainment of the age of twenty one by any
child of the marriage of them the said Edward
Barnwell & Eliza Luby Smith or upon the
marriage of ^{any} such child, the Trustees John Syme
Smith & Archibald Smith shall convey and as-
sign, fully and in Fee Simple to the child so attai-
ning the age of Twenty one years or marrying se-
cure a portion of all and singular the said free
hold messuages piece or parcels of ground, Lands
and Hereditaments and of the said monies and
personal Estate, not otherwise disposed of, of the
value of such portion in money as shall leave for
the survivor of the said Edward Barnwell and
Eliza Luby Smith, his intended wife and for each
and every Child of their intended marriage, a share
equal to the share so conveyed and assigned
to the child so attaining the age of Twenty one
or marrying - That after such apportionment
to the child so attaining the age of twenty one
or marrying, The Trustees shall continue
to receive and pay over to the Survivor the
clear yearly rents, issues, interests and produce
of the remaining portions of all and singular
the said Free hold messuages, piece or parcels
of ground, Lands and Hereditaments of the

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Said monies & personal Estate, not otherwise disposed of, to the Survivor of them the said Edward Barnwell and Eliza Luby Smith until such time as some other child of the intended marriage shall attain the age of Twenty one or many, when the Trustees shall assign and convey to him or her, as before, his or her portion of the said Truckee's messages, pieces or parcels of ground, Lands and Hereditaments and of the said monies and personal Estate, and the said Trustees shall so continue to receive & pay over to the Survivor the clear yearly rents, issues interest, and produce of the remaining portions of the said Truckee's messages, pieces or parcels of ground, Lands & Hereditaments and of the said monies and personal Estate and to convey and assign to each child respectively as it comes of age or marries, its portion of the Truckee's messages, pieces or parcels of ground, Lands & Hereditaments and of the said monies and personal Estate until every child of the intended marriage shall have been settled and the Trustees shall then assign and convey to the Survivor of them the said Edward Barnwell & Eliza Luby Smith the remaining portion of the Truckee's messages pieces or parcels of ground, Lands & Hereditaments and of the said money and personal Estate fully and in fee simple - and should any child of the intended marriage die before it reaches the age of Twenty one or marries, or should the Survivor of them the said Edward Barnwell and Eliza Luby Smith die before every child has either attained the age of Twenty one or has married and been settled off, then the Trustees shall consider the share of such child as augmenting ~~the~~ share of the child or children who shall not have attained the age of Twenty one or married at the time of the death of the said child and the ultimate share of the Survivor of them the said Edward Barnwell and Eliza Luby Smith shall consider the share of such Survivor as swelling the shares of the child or children who have not attained the

age of Twenty one or married at the time of the death
of the said Survivor - That upon the death of the
Survivor of them the said Edward Barnwell and
Elsa Tubby Smith leaving issue who shall not
have attained the age of Twenty one or married,
the Trustee John Sagner Smith and Archibald
Smith shall receive the clear yearly rents, issues, in-
terest and produce of all and singular the Freehold
messuages, pieces or parcels of ground, lands and Hereditaments and of the said monies and personal
Estate or of such portions of them as shall not
have been conveyed and assigned by them the said
Trustees to children who had attained the age of
Twenty one or married, for the support and nurture
of the minor or unmarried children until said
minor or unmarried children shall respectively,
come of age or marry and receive its portion, and
should the clear yearly rents, issues, interest and
produce of the Freehold messuages, pieces or parcels
of ground, Lands &c Hereditaments and of
the said monies and personal Estate, or of such
portion of them as shall not have been conveyed
and assigned by them the said Trustees to children
who had attained the age of Twenty one or married
be more than sufficient for the nurture and
support of the said minor or unmarried children
then the said Trustees shall vest the surplus
and appropriate it to augmentation of the share
of such minor or unmarried children - - -

And it is hereby further declared and
agreed by and between all the parties to these presents
that it shall and may be lawful to and for the
said John Sagner Smith and Archibald Smith
or the survivor of them, his Executor or Administrator
with the consent and approbation of the said Edward
Barnwell and Elsa Tubby Smith to grant, convey,
assign and dispose of the above recited Free-
hold messuages pieces or parcels of ground, Lands
&c Hereditaments and of the aforementioned Personal
Estate or any part thereof, saving & excepting
the undivided moiety of the Wharf & Store
in the city of Savannah, unto such person
or persons and in such parts and proportions

as the said Edward Barnwell and Eliza Luby Smith may from time to time by any writing or writings under their hands & seals, attested by two or more credible witnesses, direct and appoint—
 Provided nevertheless that the money arising from the sale or disposition of the said Trust Estate and Premises or any part thereof shall with the consent and approbation of the said Edward Barnwell and Eliza Luby Smith be lent or placed out upon any public or private security at interest or be invested or any part thereof in the purchase of Stock in any of the public companies or funds, subject to the use trusts, purposes and limitations aforesaid.

And it is hereby further declared and agreed by and between all the said Parties to these Presents, that the said John Syner Smith and Archibald Smith, their Heirs, Executors, or administrators shall not be charged or chargeable with, or accountable for any more money than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said monies and Trust Estates or any part thereof, so as the same happen without their wilful default, nor the one of them for the other of them or for the acts deeds or defaults the one for the other, but each of them only for his own acts deeds and defaults. And further that it shall and may be lawful to and for the said John Syner Smith and Archibald Smith, their Heirs, Executors Administrators and Assigns respectively, and every of them, in the first place by and out of the said Trust Estate & Premises to decant and reimburse themselves, and every of them, all such loss, costs, charges, damages and Expenses, as they and every one of them shall be put into or sustain, for or by reason of the Trust hereby in them reposed, or the management or execution thereof or any other thing in any wise relating thereto.

And the said Edward Barnwell doth hereby for himself his heirs executors and administrators, covenant promise and agree

to and with the said John Jayne Smith and
Archibald Smith their Heirs Executors and admini-
strators & assigns that he the said Edward Barn-
well shall not now nor will ~~at~~ at any time here-
after hinder or obstruct the said Eliza Luby
Smith his intended wife in making such dis-
position, donation limitation gift or appointment
as aforesaid, but that he his Heirs Executors
Administrators ^{or assigns} respectively, shall ever and
at any time ^{or times hereafter} at the request of the said John
Jayne Smith and Archibald Smith or the sur-
vivor of them, his Heirs Executors Administrators
make, do and execute any further and other lawful
and reasonable act deed or thing acts deeds or
things as well for the better enabling her thereto
as for the further and better granting conveying
and assigning and assuring all and every or any
of the said hereby intended to be hereby granted
and assigned premises respectively unto the
said John Jayne Smith and Archibald Smith
their Heirs Executors Administrators and assigns
respectively upon the trusts and for the purposes
hereinbefore mentioned, expressed and declared of
and concerning the same respectively - - -

In Witness whereof the parties to these pres-
ents have hereunto affixed their hands and seals
the fourteenth day of June in the year of our
said one thousand eight hundred and thirty two
and in the fifty sixth year of the declaration
of American Independence

Signed sealed and delivered
in the presence of
Wm B Barnwell
Steph Elliott Jr.

Edward Barnwell (LS)
Eliza L Smith (LS)
John L Smith (LS)
Arch Smith (LS)

Signed and acknowledged by
Archibald Smith on August
7th 1832 before us.

Thos R Ward
William C Wadell.

State of South Carolina

I Stephen Elliott Jr. Commissioner in the State of South Carolina under an act of the State of Georgia, entitled an act to authorize the appointment of Commissioners out of this State to take the acknowledgements of deeds and other instruments of writing under seal and to admit the same to record in this State and also to take affidavits do hereby certify that to the other subscribing witness, William H. Burnwell was present and did see the within named Edward Burnwell and Eliza Z. Smith and John I. Smith sign seal and deliver the within deed -

Beaufort July 5th 1832

Stephen Elliott Jr.
Commissioner

State of Georgia Camden County

Robt. Packer & Joseph C. Wungeser - - - Personally appeared before us two of the Justices of the peace for said County, William Muckler one of the witnesses within named, and made oath that he saw the within named Archibald Smith sign seal and deliver as his deed the within written deed and that he with George R. Ward witnessed the same.

I now before us this ninth

day of August -

one thousand Eight hundred

and thirty two

Robt. Packer J.P.

Joseph Wungeser J.P.

William Muckler

Recorded 3rd Sept 1832

William Q. Ellis &
Charlotte J. Wechtosh

J. Charles J. Ham

State of Georgia

They Indenture bipartite made the twenty fifth day of September in the Year of our Lord One thousand eight hundred and thirty two between Charlotte J. Wechtosh of Charleston in the State of the first part. William Q. Ellis also of Charleston of the second part and J. Charles J. Ham of the same place of the third part Witnesseth that whereas a marriage

[illegible]

I hereby do attest having this children living at the time of her death that in trust for and for the said Benjamin C. Ellis absolutely and forever given and discharged from any further and other claims, it is mutually covenanted and agreed by and between the parties to these presents that the said Benjamin C. Ellis during the continuance of the above declared trust with the consent and approbation of the said intended husband and wife or of the survivors hereof full power and authority it to sell and dispose of, alter change or exchange the whole or any part of the premises hereby conveyed in and may so far as he deemed proper the proceeds of the sale of the whole or any part of the premises subject to the same use trusts and purposes hereinbefore declared. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals on this day and Year first above written.

Benjamin C. Ellis
 in presence of
 W. D. Ellis
 J. Charles Ellis

South Carolina. A. W. W. W. appeared, made oath that he saw Benjamin C. Ellis and that he with J. W. Ellis witnessed the same.

Witness my hand and seal this 20th day of Sept 1832

Samuel Chapman
 Notary

Recorded 20th Sept 1832

John C. Calmes
 Mary F. F. F.
 Robert Cropper

State of South Carolina
 Georgetown District. This Indenture Triples was made this 20th day of Sept in the Year of our Lord One thousand Eight hundred and thirty two between John C. Calmes of the first part Mary F. F. of the second part and Robert Cropper of the third part Whereas a Man in power of legal promising intention doth to be had and solemnly by and between the said John C. Calmes and the said Mary F. F. and whereas Charles F. F. the father of the said Mary F. F. died on the Twentieth day of April in the Year of our Lord One thousand Eight hundred and sixteen purchased of and from Thomas Chapman Trs lots of land situate lying and being in the Town of Boone Town and known and distinguished by the plan of the said Town by the numbers Forty Nine (49) and Fifty Six in Trust for the said Mary F. F.

and no other child than being and the said, Charles, shall during his life
mean and for the like trust purchased from the said, Thomas Chapman
One Negro woman slave named Amosette, by his of and duty, February
the fourth, in the Year of our Lord One thousand Eight hundred and
Twenty and whereas after by the death of the said, other child of the
said, Charles, shall the said, Lot and the said, Negro slave wife, her
issue and increase became absolutely vested in the said, Mary T.
Schubert, contrary to the true intent and meaning of the said, Thomas Chapman
and the said, Charles, when it having, perhaps been understood that
the said, Charles, shall, may to have the entire use, and benefit of the
said, Lot of land to the said, slave during his natural life and in
herely agreed by and between the said, parties to this indenture that
the said, Lot and the said, Negro slave and her issue and in-
crease should be given to the said, Charles, Schubert during his nat-
ural life and after his death then to the said, Mary T. Schubert
and Mary Schubert in maner and form as is given after men-
tioned by this indenture Witnesseth, That in presence
and of the before writing a present and in consideration of the
said, Maning (and of the sum of Five Dollars in hand paid
by the said, Robert Cooper to the said, Mary T. Schubert the receipt
whereof is herely acknowledged) the said, Mary T. Schubert by and
with the consent and privity of the said, John E. Calvert testifying
to his being made, a party to and his sealing and delivery of
these presents to Nathaniel Calvert, Esquire, John Addison trans-
ferred and set on (age) by these presents both right bargain
sell assign transfer (and) set on unto the said, Robert
Cooper his Exors Admors and assigns, the said, Lot of Land,
and the appurtenances thereto belonging and the said Negro
slave and her issue and increase to Mary and to the said, the said
property unto the said, Robert Cooper his Exors Admors assigns
in Trust Nevertheless to and for such purposes and under
such provisions and circumstances, as are therein after mentioned
that is to say in Trust that he the said, Robert Cooper
should permit the said, Charles, during his natural life
to have receive take and enjoy the interest and profits of the
said, property and from and after the decease of the said
Charles, shall then in Trust for the use benefit and
behoof of the said, Mary T. Schubert during her natural
life and after her death then to be divided among and
shared between such children as she may have living at the
time of her death, to the intent that the same may not
be subject to any debts due or demands of the said, John
E. Calvert her intended husband but that the rents

profits and ideas may be for their mutual benefit. In testimony
whereof the said parties have hereunto set their hands and
seals the day and Year first above written
Signed sealed and signed
in the presence of
Wm. J. Dabner
Chas. Watts

Mary Ann Lehn (23)
John E. Cabell (23)
R. Cooper (23)

Wm. J. Dabner
Chas. Watts (Caroline)
Personally appears William J. Dabner
Bred who being duly sworn saith that he was present and
did see Mary Ann Lehn John E. Cabell & R. Cooper sign
said two their joint and deed below the foregoing marriage
settlement for the use and purpose therein expressed & that
he separately together with Chas. Watts subscribed their
names as witnesses thereto
Wm. J. Dabner
sworn to before me this 20 day of July A.D. 1832
Attest J. M. Wardwick 2nd. J. C. Off
Recorded 20 September 1832

Sally Chaplin &
Eli. Ann ~~Chaplin~~
To

State of S. Carolina
Beaufort District To wit

Mrs. J. Palmer &
John S. Chaplin

This indenture triplicate made
the tenth day of May in the Year of our
Lord One Thousand Eight hundred & thirty two
between Sally Chaplin of the first part Eli. Ann Chaplin late Eli.
Ann Palmer of the second part and Mrs. J. Palmer & John S. Chaplin
of the third part all of the Dist aforesaid

Whereas a marriage has been
lately had solemnized by and between the said Sally Chaplin
and Eli. Ann Palmer and whereas before and at the time of the
said marriage the said Eli. Ann was entitled to a considerable
real and personal estate under and by the last will of James
Brown and Mrs. Ann Brown's respectively which said property
the said Sally Chaplin by her Bond bearing date the tenth
day of October in the Year of our Lord One Thousand Eight
hundred and thirty one has bound himself in the penalty
of ten thousand dollars unto the said Mrs. J. Palmer and
John S. Chaplin in a reasonable time after the solemnization
of the said marriage by deed or deeds property according to convey
the said property Real and personal to the said Mrs. J. Palmer
and John S. Chaplin in Trust for the sole and separate use
of the said Elizabeth Ann bearing the joint heirs of the

Said Elizabeth Ann and Jacky and for the children and as he is the
deaths upon in Trust to divide the same equally among said children of the
said Elizabeth Ann as shall to the living of only some then the whole to
that only absolutely and for ever And whereas also the said Jacky Chaplin
hath been Compelled lately to file his Bill in the Court of Equity for the
said District to obtain possession of the said property real personal
divided and to be equally to the said Elizabeth Ann Palmer by will by
the man of the said Sam. S. Palmer which the said Court of Equity
hath ordered and decreed to be given to the said Jacky Chaplin as
long as he shall have made such competent discharge or settlement
thereof to the use of the said Elizabeth Ann then issuing as
the Commissioners of the said Court shall approve Now this
Understand Witheth that in pursuance of the above recited Condi-
tion of the said Bond, and in conformity with the said decreed order of the
said Court of Equity and in consideration of the sum of ten dollars to
the said Elizabeth Ann in hand paid by the said John S. Palmer
and Benj. Chaplin the receipt whereof is hereby acknowledged
the said Elizabeth Ann by and with the private consent
and agreement of the said Jacky Chaplin testified by his
being made a party to and his sealing and delivery of these
presento hath granted bargained and sold and by these
presento doth grant bargain and sell unto the said John
S. Palmer & Benj. Chaplin their Executors Administrators
and assigns all that plantation or tract of land situated
lying and being in St. Helena Parish in the Dist. of the
above said formerly the property of the said James Griev
containing 500 acres more or less and bounded to the
South by lands of Samuel Jones to the North by lands
of John S. Palmer and John M. Versin to the West by
lands of John M. Versin & John Talbot East on a right
running up from Green River And the said Jacky
Chaplin for and upon the Considerations aforesaid hath
granted bargained sold assigned transferred and over-
land by these presento doth grant bargain sell assign
transfer and give over unto the said John S. Palmer
and Benj. Chaplin their Executors Administrators
and assigns all and singular the following negroes
and other property to wit Frank Pollard Polly Violet
Moss Betty Richard Aggrey Stephen January Adam
Judy together with their issue to be named And six
head of Cattle together with whatever sum or sums
of money and the interest thereon the Executors or Exors
of the said last will & Testament of the said James

16 Errors may and to or be liable for on account of them or their ne-
cessaries and doings in the administration of the assets of the said
Estate and all other sums of money, debts, due, or demands
to which the said Elizabeth May is now or may hereafter
be entitled by reason of her interest in and right to the
Estate of the said James Erwin and Mrs Ann Pancheer
It is Now & is Held, the said Trust of lands and the said Negro
Cattle, sum and sums of money debts, due, and demands unto the said
John S. Palmer and Benjamin Chaplin then their Executors admin-
istrators and assigns in Trust now then and for ever, purposes
and under such provisions and agreements as are herein after
mentioned. That is to say to the use of the said Mrs. S. Palmer
and Benjamin Chaplin then their Executors and Administrators
in Trust that they the said Mrs. S. Palmer & Benj^r Chaplin
their Executors and Administrators shall permit the said
Sachy Chaplin during the joint lives of the said Sachy Chaplin
and Elizabeth Ann this wife to have, receive, take, gather & enjoy
all the interest and profits income and crops of the said property
monies, debts due, & demands to and for his own use and benefit
and from and after the death of either of them the said Sachy
and Elizabeth Ann then in Trust to permit the survivor to
have receive and enjoy all the said interest profits, income
and crops of the said property & from and after the de-
cease of the survivor of them the said Sachy & Elizabeth
Ann his wife then to the use of the said John S. Palmer
& Benj^r Chaplin then their Executors administrators & assigns
in Trust to divide and make partition of the said Real &
Personal Estate monies debts and other Chas in acting with
the increase thereof equally among such Children if more than
one of the said Elizabeth May any shall be then living, then
Sachy and assigns forever but if only one Child, of the said
Elizabeth Ann shall be living at the time aforesaid, then
in Trust to convey assign transfer and pay from and the
said property real & personal debts and other Chas, together
to that said Child to his or her heirs assigns forever -
But if the said Elizabeth Ann Chaplin should die be-
fore her husband, the said Sachy Chaplin leaving no
issue of her body alive at the time of her death, then
in Trust that the said John S. Palmer Benj^r Chaplin
their Executors Administrators and assigns shall
after the termination of the life of the said Sachy
Chaplin convey, transfer assign & pay over all the said
property Real & Personal unto such person or persons

and at the time and times, and in such part and proportion, as may be
as the said Elizabeth Ann shall notwithstanding her contract by any
writing or writings under her hand and seal attest, by two or more credible
Witnesses, or by her last will and testament in writing, duly executed, limit, direct
or appoint to the intent, that the same may not be at the disposal or subject
to the Control, debts, forfeitures or engagements of the said John Chaplin
his heirs, and in default of such direction, limitation, or appointment
then to the right Heirs of the said Elizabeth Ann. Provided, it is plainly
declared and agreed, that it shall and may be lawful for and for the
said John S. Palmer and Benj. and the survivor of them and the
Executors, administrators and assigns of such survivor (and they and he
are and is hereby authorized and empowered at any time after the receipt
and collecting of such sum or sums of money as shall be found to be
due and owing to the said Elizabeth Ann by the Executors or Executor
of the last will and Testament of the said James Triggs or of any
other sum or sums of money now due or hereafter to grow due to the
said Elizabeth Ann with the Consent and approbation of the said
John Chaplin & Elizabeth, parties hereto, or the survivor of them
if they or either of them shall be then living, and after the
decease of the survivor of them then of the proper Authority
of the said Trustee or Trustees for the time being, to lay out the
said Money or monies arising as aforesaid in the purchase of
other negroes, or Cattle, or to invest the same in Bank Stock
as shall seem to them or him the said Trustee or Trustees
most advantageous. All which negroes, Cattle or Bank Stock
and the annual produce and dividends thereof shall go and
remain upon the same Trusts and for the same intents and
purposes, as the negroes, Cattle & Cords in action before mentioned
are limitedly appointed and declared to go and remain upon.
And it is hereby further agreed by all the parties aforesaid,
that the said John S. Palmer & Benj. Chaplin their
Heirs Executors and Administrators shall be allowed to
reimburse themselves from the said property real & personal
all such reasonable Charges or Expenses as they or either
of them might have been put to, or have incurred from
time to time by reason of the premises. In witness
whereof we have hereunto set our Hands and affixed our seals
the 1 day and Year first above written

Signed Sealed & delivered in the

presence of us

Thomas Chaplin

Richd Chaplin

John Chaplin

Elizabeth A Chaplin

John S. Palmer

Benj. Chaplin

I have examined papers of the settlement and hereby certify that it has been duly executed in conformity with the order of Court made Jan^y Term 1832
Wm. J. Grayson
Clerk

Reasford St. Charles

Personally appeared before me: Peter Chaplin who being duly sworn says that he and several others Peter Chaplin Elizabeth A. Chaplin Miss S. Palmer Benjamin Chaplin sign and deliver the above instrument purporting as then act and deed & that he together with Thomas Chaplin signed their names thereto for witnesses
Peter Chaplin
Shown to him on the 17th day of Sept^r
Ann Domini 1832 R. D. Driville

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Recorded Sept 29. 1832

Samuel Hamlin Jun^r

John Wiffall Jun^r

The State of South Carolina

This Indenture made & executed the Twenty fifth day of September 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 Samuel Hamlin Jun^r of the parish of St. Thomas and St. Dennis in the District of Charleston and State aforesaid of the one part and John Wiffall (trustee of Sarah Hamlin) for the parish District & State aforesaid of the other part Witnesses that whereas the said Samuel Hamlin Jun^r did on the twenty fifth day of November in the Year of our Lord One thousand eight hundred and twenty nine in terming with Sarah McDaniel who at the time of her intermarriage was seized in her demesne as of fee or in and to a certain undivided fourth part of a certain piece parcel part or tract of land in the parish District and State aforesaid, and now also possessed in her own right of in and to a certain number of Negro Slaves hereinafter more particularly mentioned and described And whereas he the said Samuel Hamlin Jun^r is at this time very nearly exempt from all kinds of debts Contracts and incumbrances whatsoever having neither any mortgage judgments executions or any other species of debts or records against him and simple Contract debts to a very inconsiderable amount for the payment of which latter engagements the aforesaid undivided one fourth part of the tract of land above referred to is much more than abundantly sufficient, do now settlement

having been made an indenture to the following manner, to wit: That the said
Samuel Hamlin should send and bring out both before the said Justices to
make a good and lawful indenture and arrangement in favor of the
said wife and child. And the said Justices in the by and under
present begetting being a son as also any other child or children which
may hereafter be by him or her begotten, which the said Justices did
think to do so, consistently with the laws of the State concerning
the judicial decisions of the Court, in the matter of the said
the indenture for that purpose, that in consideration of the services
and in consideration of the natural love and affection which he had
and beareth to his wife and child, in the full and complete consideration
of one dollar to him in hand paid by the said John Wiffall
trustee as afore said, at and unto the said indenture and delivery of these
presents their receipt thereof is hereby acknowledged. The said Samuel
Hamlin and the said Justices bargained and sold, gave and conveyed in
open market, lawfully made by these presents unto the said Justices
and in their said open market, before unto them the said Justices
Wiffall (trustee as afore said) the following negro slaves, to wit: One
Molly, one Nelly, one Mary, one Sarah, one Ann, one Dick, one
Sally, one Mary, one Ann, together with the future issue and
increase of the females. So hereunto to have the said indenture
granted and bargained promises unto him the said John Wiffall
Wiffall, trustee as afore said, his heirs Executors & Admin-
istrators, subject nevertheless to the following stated trusts
limitations, conditions & appointments hereinafter mentioned
and expressed, of and concerning the same, that is to say, In
trust to permit and suffer him the said Samuel Hamlin
Junior and Sarah Hamlin his wife, to have the joint
benefit use, labor, & services of the above granted and
bargained promises during their joint natural lives either by working
the Negroes on his own lands, or otherwise in their own joint account
or by hiring them out, receiving their wages, and applying
the same to their joint mutual benefit, advantage and
 behoof, and upon this further trust that the said
John Wiffall, trustee as afore said, his heirs Executors
and Administrators, will at all or any time or times
upon the joint request of him the said Samuel Hamlin Junior
and Sarah Hamlin his wife, change sell and dispose of
all or any part of the above granted and bargained
promises and invest the amount of the proceeds thereof
either in the purchase of other Negroes, or any other species
of estate or property either real, personal, or mixed, which
may be deemed most beneficial and advantageous to the

interests of the Cestui que trusts, which said newly
purchased estate or property shall be subject nevertheless
to all the trusts contained in the deed provided always
nevertheless that neither the hereby granted and bargained
premises nor any other estate or property for which the same
or any part thereof may be exchanged or substituted by
sale and purchase shall ever in any manner be liable
for the payment of the debts or contracts of the said Samuel
Hamlin Junior or for the payment of the debts or contracts
of any future husband of the said Sarah Hamlin
And upon this further Trust that he the said John
Wigfall (trustee as aforesaid) his heirs Executors
and Administrators upon the death either of him the said
Samuel Hamlin Junior or of the said Sarah Hamlin
his wife, will stand seized and possessed of the hereby
granted and bargained premises and also of any other
estate or property which may be substituted therefor or
for any part thereof To the use of the survivor upon
the same trusts, as are hereinbefore limited and
expressed of and concerning the same provided always
nevertheless that in that case he the said John Wigfall
(trustee as aforesaid) his heirs Executors and Administrators
will at all any time or times upon the request of such
survivor make the same exchange, sale, commutation, and
transfer of the hereby granted and bargained premises
or any part thereof And invest the proceeds thereof
as hereinbefore mentioned in other estate or property for
the benefit of such survivor for his or her individual
use benefit and behoof Subject to the same trusts
individually on the part of him the said Samuel
Hamlin Junior or her the said Sarah Hamlin his
wife, Whichever of the two should be the survivor of the
other, as are hereinbefore limited and expressed
concerning them jointly. And upon the death of such
survivor then upon this further Trust, that he the said
John Wigfall (trustee as aforesaid) his heirs
Executors, and Administrators will stand seized
and possessed to the use of the issue or any child
or children of him the said Samuel Hamlin Junior
and Sarah Hamlin his wife, and will receive the
hire income emoluments, profits and gains of the hereby
granted and bargained premises or of such other
estate or property for which the same or any part thereof

may be Commuted, as hereinbefore expressed, and shall
Apply the Same to the Support Maintenance and educa-
-tion of such Child or Children, until he she or they respec-
-tively attain the age of Twenty One Years, at which
Period, or Periods their respective distributive shares if
more Children than one, shall be delivered to each, and
if only one Child to him or her individually; and in either
Case the Same shall be so delivered free and discharged of
and from all further or other Trusts, uses limitations
restrictions, or Conditions whatsoever, in pure and absolute
Fee Simple, And lastly the said Samuel Hamlin Junor
for the Considerations aforesaid, doth further Covenant
grant, and agree to and with the said John Wigfall
(trustee as aforesaid) his heirs Executors and
Administrators that he will at all times at his own proper
Costs and Charges, upon his or their reasonable request make
do and execute all such further, and other assurances
for the more perfect assuring and securing the hereby granted
and bargained Premises together with whatever other estate or
property may substituted in place thereof according to the true
intent, and meaning of these presents, and the Parties herunto
as by his or their Counsel learned in the law, shall be advised
desired or required, In Witness Whereof the Parties
to these presents have interchangeably set their Hands
and affixed their Seals, on the Day and in the Year
first above Written

Samuel W Hamlin (L.S.)

John A Wigfall (L.S.)

Sealed and Delivered }
In the Presence of }
John D Heath
Isaac Rembert
George A McDowell

South Carolina

Isaac Rembert appeared and made
Oath that he was present and saw Samuel W. Hamlin and
John A. Wigfall sign seal and deliver the foregoing
Instrument of Writing and that he with George A. McDow-
-ell & John D. Heath Witnessed the Same
Shewn to before me this 5th October 1832.

Samuel Kingman
Not. Pub.

Recorded 5th October 1832.

South Carolina
 Beaufort District

This Indenture Tripartite
 made the nineteenth day of May in the Year of our Lord
 one Thousand Eight hundred and thirty-two, and in the
 fifty-sixth year of American Independence,
 Between Sarah Susan Gatch, Widow of the late
 Edward Gatch, deceased, of St. Luke's Parish, in the
 District and State aforesaid, of the first part; John James
 McCullough, of the same place, Yeoman, of the second
 part; And William Snatham Norton and Robert
 G. Norton, of the District and State aforesaid, of the
 third part, Whereas a Marriage is intended to be shortly
 had and solemnized by and between the said Sarah Susan
 Gatch, of the first part, and John James McCullough of
 the second part; And whereas the said Sarah Susan
 Gatch is possessed of a considerable personal Estate
 consisting of Four Negro Slaves, to wit, Toby, Tib, Betty, and
 Robert, as also three Horses, twelve head of Horned or black
 Cattle, thirty head of Hogs, a Jersey Waggon, and considerable
~~personal Estate, consisting of Four Negro Slaves, to wit, Toby,~~
 household & kitchen furniture, plantation utensils &c, as well
 as a life Estate and Inheritance in the plantation or tract
 of land whereon she now resides, situated between River May
 and a New River Bridge, in St. Luke's Parish aforesaid, and
 Whereas it hath been agreed that the said Sarah Susan Gatch
 and John James McCullough, should, after their said intended
 Marriage had, receive and enjoy, during their joint lives, or
 so long as they may in comfort and harmony live together in the
 matrimonial State, jointly and in common, the interest and
 profits of the said real and personal estate; but that the same
 and the profits thereof, after the death of either of them, should
 be at the sole disposal of the said Sarah Susan Gatch,
 notwithstanding her Coverture; and also that in the event
 of a disagreement or unhappiness arising between the
 said Sarah Susan Gatch and John James McCullough
 after the said intended marriage had so as to cause a
 separation of the said parties; that in such event the said
 property, together with the interests and profits thereof, be
 vested in and enjoyed by the said Sarah Susan Gatch
 exclusively immediately on such separation, as though
 she were sole, or such marriage had not been had
 and solemnized. Now this Indenture Witnesseth,

that in pursuance of the above recited agreement, and in consideration of the sum of Five Dollars, to the said Sarah Susan Gatch in hand paid by the said William Norton and Robert G. Norton, the receipt Whereof is hereby acknowledged, she the said Sarah Susan Gatch, by and with the privity, consent and agreement of the said John James M. Cullough, testified by his being made a party to, and his sealing of these presents, hath granted, bargained, sold, assigned, transferred and set over, and by these presents, doth grant, bargain, sell, assign, transfer & set over unto the said William Norton and Robert G. Norton, their Executors, Administrators and assigns, all the aforesaid property, together with their appurtenances, interests and profits, in accordance with the above recited agreement, and together with such other property, rights, profits, and interests, to which she the said Sarah Susan Gatch, may now or hereafter be entitled, under the Will of her late deceased husband Edward Gatch, or under the Will of her first husband Paul Cole, deceased, or the Wills of her father William or mother Sarah B. Norton, or from any other source, to have and to hold the said property, whether Real, Personal, or in Reversion, that is to say, the Plantation whereon the said Sarah Susan now resides, the Negroes, Toby, Lib, Betty, & Robert, and the future issue and increase of the said Lib and Betty; the Horses, Cattle, Hogs, Household & Kitchen furniture, plantation tools, Trench Waggon and such other property, rights profits and interests to which she the said Sarah Susan may be or become entitled aforesaid, unto the said William Norton and Robert G. Norton, their Executors, Administrators & assigns in trust, nevertheless, and for such purposes, and under such provisions and agreements as are hereinafter mentioned: that is to say, in trust for the said Sarah Susan Gatch and her assigns, until the solemnization of the said intended marriage, and from and after the solemnization of the said intended marriage, then, in trust that they the said William Norton and Robert G. Norton, their Executors, Administrators and assigns, shall and do permit the said John James M. Cullough and Sarah Susan Gatch, during the joint lives, Matrimonial harmony and living together in the conjugal state of the said John James M. Cullough and Sarah Susan

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 Catch, to have, receive, take and enjoy, all the interest
 and profits of the said property, to and for their own
 joint use and benefit; and from and after the decease
 of the said John J. McCullough, then if the said
 Sarah Susan Gatch should survive him, in trust
 that they the said William J. Norton and Robert E. Norton
 their Executors & Administrators, shall, assign, transfer
 and pay over all the said property to the said Sarah
 Susan Gatch; but if they the said S. S. Gatch die
 before him the said John J. McCullough, leaving
 issue of her body, then unto such Child or Children as
 she may leave alive, or such other person or persons; and
 at the time and times, and in such parts and proportion
 manner and form, as she the said Sarah Susan, shall,
 notwithstanding her Coverture; by and by Writing or Writings, under
 her hand and seal, attested by two or more Credible Witnesses,
 or by her last Will & Testament in Writing duly Executed
 direct, limit, or appoint; to the intent, (that the same,
 may not be at the disposal, or Subject to the Control,
 debts, forfeitures or engagements of the said John
 James McCullough her intended husband). And
 in default of such direction, limitation or appointment,
 then to such Children or Child of the said Sarah Susan Gatch
 as may be living at the time of her decease; equally to be divided
 or to the survivor of them: but should she leave no Children
 at the time of her decease, then to the Children of her
 Sister Ann E. Norton, wife of the said William J. Norton
 and the Children of her brother Thomas H. Dixon, pursuant
 to an entailment in such case made and provided
 in the last Will and Testament of Mrs Sarah V. Norton
 the mother of the said S. S. Gatch, as regards all
 of the above recited property except such as may be
 recognized as only a life Estate or inheritance to the said
 Sarah Susan Gatch, under the will of her late deceased
 husband Edward Gatch, In Testimony Whereof the
 parties to these presents do hereunto set their hands and
 seals, the day and year above written.

Signed, Sealed, & Delivered Sarah S. Gatch (S.S.)

In the presence of John J. McCullough (J.J.M.)
 Ann C. Jones, W^m J. Jones, } William J. Norton (W.J.N.)
 John R. Allen, Witnesses to the Signature of Robert E. Norton (R.E.N.)
 Of William J. Norton }
 M. Archer, Witness to the Signature of Robert E. Norton, _____

South Carolina }
 Beaufort District } Before me Benj. F. Scott
 a justice of the Quorum in and for the District
 aforesaid, personally appeared Ann C Jones, who made
 oath that she saw the party to this deed, (to wit
 S. S. Gatch, John M. Cullough & William C. Norton
 sign and seal and as their act and deed deliver the
 same for the purposes therein set forth; and that
 William J. Cole and herself were subscribing Wit-
 nesses to the due execution thereof, except to the signing
 & sealing of Robert G. Norton, which was by himself
 afterwards acknowledged in the presence of the Deponent,
 Shown to before me
 the 22nd May 1832
 Benj. F. Scott J. W.
 Recorded 17th Nov. 1832.

State of S. Carolina }
 Beaufort District } This Indenture (Instrument) made
 the fifth day of October in the Year of our Lord, One thou-
 sand Eight hundred and thirty two and in the fifty seventh
 Year of the Sovereignty & Independence of the United States
 of America between Joseph B. Nettles of the first part
 Hannah M. Lee of the second part and Samuel D.
 Spence of the third part all of the district and State
 aforesaid, mutually that whereas a marriage is in-
 tended to be shortly had, & solemnized by and between
 the said Joseph B. Nettles & Hannah M. Lee and
 whereas the said Hannah M. Lee is entitled to an
 undivided portion of the estate both real and personal
 of which her late husband Edward Lee died seized
 & possessed as well under the will of her said late
 husband, as by virtue of her heirship to her two de-
 ceased children, legacies under the said will and
 whereas it hath been agreed, that the said Joseph B.
 Nettles should, after their intended marriage have re-
 ceived the rents & profits of the said real and personal
 estate (that is that part thereof belonging to the said
 Hannah M. Lee) during his life but they should
 not be subject to the control debts or for payment of the
 said Joseph B. Nettles, Now this Indenture witnesseth
 that in pursuance of the above agreement and in con-
 sideration of the sum of One dollar to the said Hannah

The sum in hand paid by the said, Samuel L. Dabroe
 for the receipt whereof is hereby acknowledged the said
 Mary M. Lee by & under the joint & several assignment
 of the said Joseph B. Kettle to the said, Samuel L. Dabroe
 a party to the said, & delivery of these presents to
 grant, bargain, sell, assign, convey, transfer & set over
 and of these presents to the said, Samuel L. Dabroe his
 heirs and assigns all her right title & interest as above
 set forth, to the whole of any part of the estate both
 real & personal of which her late husband, Orman de
 Lee died, seized, possessed, being as the said, Samuel L. Dabroe
 undivided half of the whole estate consisting of the
 following lands & premises that is to say One tract of land
 situate being lying in the district and State aforesaid con-
 taining about five hundred acres more or less and bounded on
 the North by lands owned by William Weaver North by land
 owned by Robert Fort & Little Van East by lands owned by
 Thomas Linton and West by overlooking Church, also one other
 tract or lot of land situate being lying in the district &
 State aforesaid, in the village at Washington Court House
 containing three acres more or less where the said, Hannah
 Lee now lives bounded on the North & East by a street
 or road on all other sides by lots owned by Robert Miller
 & Pleasant Lee also the personal property consisting
 of Negro Slaves Plantations, Utensils, Household Furniture
 & other things or enumerated in a schedule hereunto annexed
 to have and to hold the said, premises together with
 all singular the increased tenements rights & reveren-
 dues to the same belonging, or in any wise incident or
 appertaining unto the said, Samuel L. Dabroe his heirs
 & assigns, in trust nevertheless for such purposes and
 uses and such provisions and payments as are hereafter
 mentioned, that is to say that the said, Samuel L. Dabroe
 his heirs or assigns shall from time to time
 collect & receive the rents & profits of the said, undivided portion
 of the said, Estate both real & personal and pay them over in
 the following manner & to the following persons that is
 to say to the said, Mary M. Lee or her assigns until
 the solemnization of the said, intended marriage and
 from and after that time to the said, Joseph B. Kettle
 or his assigns during his natural life and from
 & after the death of the said, Joseph B. Kettle to the

Said Hannah M if she shall die in and any and after the death of
 both the said Joseph B Nettles & Hannah M then that the said Samuel
 & Deborah his heirs assigns shall convey & assign over all the property
 both real and personal herein thereby intended to be conveyed unto such
 issue of the said intended marriage as may be living at the time of the
 death of the survivor of the said Joseph B Nettles & Hannah M in equal
 proportions provided that the lineal descendants of any child of the said
 marriage shall not take more than the portion to which the parent
 would be entitled if living, and in default of such issue so
 living as aforesaid then that the said Samuel & Deborah his
 heirs or assigns shall convey & transfer over the same to such
 person or persons as the said Hannah M by deed or will
 duly executed shall notwithstanding her own true intent (and
 in default of such directing them that the said Samuel
 & Deborah his heirs or assigns shall convey & transfer the
 same to the right heirs of the said Hannah M)

On testimony whereof we have hereunto set our hands
 and seals the day & year above written

Witness my hand & seal
 J. B. Nettles
 Cath M. Terrie

J. B. Nettles (L)
 H M Terrie (L)
 Saml D. DeBrow (L)

Schedule of Personal Property to be annexed to a deed
 of Marriage Settlement between Joseph B Nettles Hannah
 M Terrie & Samuel D DeBrow -

Names of Negro Slaves viz Violet Rachel Peter Alfred
 Charles Malinda Vinia Major Betty Pindney Mary Ellen
 Ann Josephus Augustus Bran David Edmund Jacob Luke
 Neddy Miller Nive Amy Senah Sally Kelly Milly Zephaniah
 American Ellen Catharine Thoseta Henry Thomas Henry Silas
 ally Sophia Marwick Dick Simon Henry Ned Caesar An-
 gustus Mary Lucy Pinah Pansah Emily Aaron & Susan -

Also a lot Carpenter tools, lot Blacksmiths tools 7 Horses
 7 Mules 1 Wagon 1 Riding Chair 1 Sulkie 3 Carts 29 Heads
 Stock Cattle 1 Horse 1 Plough, Argo & other home held furniture
 as sideboard table Chair beds with bedssteads & furniture -
 Crockery & glass & kitchen furniture of every kind

We certify that this schedule was annexed to a deed
 of Marriage Settlement between the above persons dated the fifth
 day of October AD 1832 before said deed was executed
 and is referred to in it & designed to be taken as a
 part of it J. B. Nettles (L) H M Terrie (L) Saml D. DeBrow (L)

Signed Sealed, attested and, delivered in presence of
S. B. Wilkins Catherine McJinn 5 Oct 1832

South Carolina }
Charleston, Dist. } Personally appeared before me James
S. B. Wilkins and made on the that he saw the within named
Joseph B. Nettles Hannah McJinn & James E. Nettles
sign seal and acknowledge the within instrument of writing
and the schedule thereto attached for the purposes therein
mentioned and that Catherine McJinn their self
witnessed the execution thereof
I am to believe me
12th Nov 1832
Wm B. Borne
C C P

S. B. Wilkins

Recorded Dec 3. 1832

State of South Carolina
This Indenture tripartite
made this Eighth day of November in the Year of our Lord
One thousand eight hundred and thirty two and in the
fifty seventh Year of the Sovereignty and Independence of
the United States of America between Eliz^d Philips of Saint
Peter Parish in the District of Beaufort and State aforesaid
widow of the first part William Brown first of Barnwell
District of the second part and Nathan Johnson of Saint Peter
Parish Beaufort Dist State aforesaid of the third part Whereas
a marriage is intended shortly to be had and celebrated
between the said Elizabeth Philips and the said William
Brown Airo, and whereas the said Elizabeth Philips is en-
titled to and possesses absolutely and in fee simple of two
Negro Slaves to wit Bob & Jined twenty heads or thereabouts
of stock Cattle a small flock of sheep and a quantity of
Provisions hold and kitchen furniture - And whereas the said
Elizabeth Philips and the said William Brown Airo are desir-
ous of securing the said property above mentioned for the
maintenance and support of them the said Elizabeth Philips
and William Brown Airo and that the same shall in no
wise be liable for debts Contracts or engagements of the said
William Brown Airo or under his Custody or management -
Now this Indenture witnessed that the said Eliz^d
Philips and the said William Brown Airo for and in
Consideration of the premises and of the said intended

moneys and also for and in consideration of the sum of Three dollars to
 them in hands well and truly paid by the said Nathaniel Johnson (the
 receipt whereof is truly acknowledged) have bargained and sold by
 these presents do bargain and sell unto the said Nathaniel Johnson
 the said two Negro Slaves named Bob and Jincy the one about
 eighteen the other sixteen years of age twenty heads or thereabouts
 of Stock Cattle marked with shallow fork on the left in the ear and
 split under bit in the other ear, a bettock of sheep & a quantity of hogs
 hold, and Kitchen furniture all which said property is now in the
 possession of the said Elizth Philips together with the future issue
 and increase of the said girl Jincy and the female Cattle &
 sheep To have and to hold the said two Negroes Stock of
 Cattle and sheep and the hogs hold, and Kitchen furniture with the
 issue and increase of the female Slave and Stock aforesaid unto
 the said Nathaniel Johnson his executors assigns and assigns in trust
 never the less to for the following use, intent & purpose to wit to
 trust for the use of the said Elizth Philips until the celebra-
 tion of the said intended marriage and inmediately after
 the said marriage then in trust for the maintenance sup-
 port benefit & behoof of the said Elizth Philips then intended
 husband during their marriage And if the said Elizth Philips
 should die before the said William B then intended husband
 then in trust for the use benefit maintenance & education
 of such Child or Children as the said Elizth may bear surviv-
 ing her either by the present or any former marriage And if
 the said Elizth should die before the said William B
 leaving no Child or Children surviving her then in trust for
 benefit use of the Children of the said Sister and brother of
 the said Elizth then living But if the said W^m B
 first should die before the said Elizth then in trust
 that the said Nathaniel Johnson his executors assigns & assigns
 shall reconvey & transfer the property aforesaid unto the said
 Elizth free and discharged from the foregoing and all
 other trusts whatsoever

On Witness whereof the parties hereto have hereunto set
 their hands and affixed their seals the day and Year
 first above written

Witness sealed & delivered in the

Elizth Philips *(S)*
 William B. Firs *(S)*
 Nathaniel Johnson *(S)*

presence of
 William Owen Riley
 Cass W. Peiples

State of So. Carol. Personally appeared before me
 Reuben Diet } M^r J. Buchanan one of the Justices

of the Peace in the district aforesaid, James W. Peoples
 who being duly sworn, deposes and swears that he was
 present and did see the within named Elizabeth Phillips
 Williams Perkins and Nathan Johnson, sign and seal and as
 their acts and deeds, deliver the foregoing instrument of
 writing and that this deponent and William Orron fully
 understood the due execution thereof
 sworn to before me this 10th Nov 1832 James W. Peoples

M. J. Buckner

L.P.

Recorded, 17 Dec 1832

South Carolina

This Instrument triplicate made
 the Twenty second day of November in the Year of our
 Lord One thousand eight hundred and thirty two, between
 Jane Caroline Huff of the first part and John Rivers of the second
 City of Charleston and State aforesaid (Widow) of the first
 part John Rivers of the same place of the second part &
 James English of the same place of the third part. Whereas
 a Marriage by God promising is intended to be shortly
 had and celebrated between the said Jane Caroline Huff
 and the said John Rivers and whereas the said Jane C.
 Huff at the time of executing these presents is fully
 seized and possessed of a Considerable personal property
 and estate consisting of the negro and slaves hereinafter
 mentioned and named. And whereas upon the Treaty of Gas
 perina to the intended marriage aforesaid it hath been
 agreed to and between the said Jane Caroline Huff
 and the said John Rivers that the personal Estate of the said Jane
 Caroline Huff shall be by her granted conveyed
 sold assigned transferred and set over unto the said
 James English his heirs Executors and assigns upon the
 special trust and Confidence and to and for the
 several uses intents and purposes hereinafter mentioned
 limited expressed and declared of and Concerning the
 same Now this Instrument Witnesseth that in full
 signed of the said agreement and in Consideration of
 the said intended marriage and also of Ten dollars
 to the said Jane Caroline Huff in hand paid the re
 ceipt whereof is hereby acknowledged and for divers
 other good Causes and Considerations her thereto specially

moving the the said Jane Caroline Hoff by and with the joint and common
of the said John River her intended husband, the title by his being a
party to and the execution of these presents partly granted, bargained and
sold, and by these presents doth grant bargain sell and in plain open
market deliver unto the said James English the following, negro Slaves
(that is to say) Scipio Shakespeare, Cupis, Beld, Bella William Henry
and Shakespeare together with their future issue and increase unto the
said James English his heirs Executors administrators and assigns in
trust nevertheless, to and for the following, use intents and purposes
that is to say On trust to and for the said Jane Caroline Hoff
her heirs Executors administrators and assigns until the solemnization
of the said intended marriage add from and after the solemniza-
tion thereof then On trust that he the said Jas. English his
heirs Executors administrators and assigns shall and do permit the said
Jane Caroline Hoff during the joint lives of the said Jane Caroline
Hoff and John River her intended husband, to have receive take
and enjoy all the interest and profits of the said property to
and for her own use and benefit free from the Control
debts or engagements of the said John River her intended hus-
band, and from and after the death of the said Jane Caro-
line Hoff then if the said John River, husband, survives her
the said property in trust to and for the said John River
and such Child or Children as she may have living at
the time of her death share and share alike or to the sur-
vivor of them and in the want of the said Jane Caroline
Hoff dying leaving no heirs then in trust to and for
the said John River absolutely and forever

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

Signed Sealed & delivered in
presence of us (the words)

first being first read, and the
words second on the first page being
read and the word made on the first
page fifthly, his being also read

P. W. Symonds

Jane C Hoff (L)
John River (L)
Jas English (L)

Mr R. Taltan of Lane Mr R. Taltan appears and
made oath that he saw Jane C Hoff for River & Jas English
sign and deliver the above & that he with Mr Symonds
witnessed the same Done before me 27 Decr 1832
James Kingman
Recorded 27 Decr 1832

South Carolina This Indenture of three parts made
 between the said Cardinal District, this twenty seventh day of December
 in the Year of our Lord One thousand eight hundred and thirty
 two between Frederick J. Hay of said State and District of the said
 parts Richard Allen Gantt of the said State and District of the
 County of York and Thomas J. Gantt of Charlotte in the State
 of Maryland, William M. Hutson, Jr. of Beaufort District in the
 State of Maryland and Charles C. Hay of the State and District
 first before said of the three parts. Witnesseth that for and in
 Consideration of the natural love and affection which the said
 Frederick J. Hay beareth to his daughter Mary Louisa Hay and
 in prospect of a marriage shortly to be had and solemnized be-
 tween the said Richard Allen Gantt and the said Mary Louisa
 Hay to make some certain provision for the support, education
 and maintenance of the issue of said marriage and for doing
 other good, Canons and Considerations and for the sum of one
 Dollar now paid by the said Thomas J. Gantt, William M. Hutson
 Jr. and Charles C. Hay to the said Frederick J. Hay both
 bargain, sold, and transferred and by these presents both
 fully and absolutely bargain, sell and transfer unto the said
 Thomas J. Gantt, William M. Hutson, Jr. and Charles C. Hay
 all three negro Slaves viz. Charlotte Eliza Lavinia Big
 Libby, Deborah Tall, Zephiah, Abner John, Abner, Paddy,
 Richard, Polay, Bama, William fifteen in all together with
 the income of such as are females to have and to hold
 the said property to the said Thomas J. Gantt, William M. Hutson
 Junior and Charles C. Hay, their Executors, administrators
 and assigns forever. In Witness whereof that if this said
 marriage shall take place then the said Thomas J. Gantt,
 William M. Hutson, Jr. and Charles C. Hay, with consent
 the said Richard Allen Gantt, to who hold, and keep
 the said property and to have present and enjoy all
 and singular the profits, interests and income of and
 discharged from all kind, and accountability for and
 during the joint lives of the said Richard Allen Gantt
 and the said Mary Louisa Hay, without the same being
 in any wise liable for any debt, contract or obligation of
 the said Richard Allen Gantt, and from and immediately
 after the death of either of them together, should the
 said Richard Allen Gantt die before the said Mary
 Louisa leaving issue from said marriage then also
 to permit the said Mary Louisa to possess and enjoy

the said property for and during the term of his natural life free and discharged from all kind and accountability with regard on or in fee simple to each of said share and share alike. But should the said Richard Allen Canty have no such issue alive at the time of such his death or leaving such issue then all due before the said Mary Louisa then and in either Case the said property to be distributed to the said Mary Louisa free and discharged from all and every trust limitation and restriction to be possessed by her in fee simple. But should the said Mary Louisa die leaving the said Richard Allen Canty and issue by such marriage surviving then on trust to permit the said Richard Allen Canty for and during the term of his natural life to have possession and enjoy the said property free and discharged from all kind and accountability with remainder over in fee simple to such issue share and share alike. But in Case the said Mary Louisa should die leaving the said Richard Allen Canty surviving and no such issue by said marriage or leaving such issue all such issue die before the said Richard Allen Canty then and in either Case the said property or parts in trust shall be distributed between the said Richard Allen Canty & others the distributees of the said Mary Louisa according to the acts of assembly of the said State made and provided in Case of intestacy. And it is further agreed by and between the parties to these presents that if the same shall be prudent and necessary the said Richard Allen Canty Consents thereto being first had in writing under seal from the said Trustee or their Survivors or substitutes or a majority of them and not otherwise) shall be allowed to sell or exchange the said Slave or their incumbrances or some of them and the proceeds of such sales or exchange shall be used in slaves or other property to be subject to all the uses trusts limitations and restrictions herein appointed and as forth. Provided always and it is agreed by and between the parties to these presents that in Case any one or two of the above named Trustees should die or remove from the said State then and in either Case the Survivors or Survivor of them or those remaining in the said State shall have authority and power to perform and exercise the above trusts herein expressed. Provided also that in Case of death or removal as aforesaid the said Richard Allen Canty and Mary Louisa or the Survivor of them shall be allowed by appointment in writing under seal (and not otherwise) to supply the vacancy so arising. In Witness whereof the parties to these presents

This Indenture Tripartite made the twentieth day of December in the Year of our Lord One Thousand Eight Hundred and thirty two Between Ellen Carter of the first part Abner S. Brown of the second part & Mrs Alice Coltan and Robert Simon Maynord, Trustees of the third part, Whereas by divine permission a marriage is intended shortly to be had, and solemnized by and between the said Abner S. Brown and Ellen Carter and Whereas John Carter late of Charleston father of the said Ellen being seized and possessed of certain real and personal estate hereinafter more particularly set forth, did duly make and agree to his last will and testament wherein and whereby he bequeathed and bequeathed unto his beloved wife Alice Carter (and unto the children he had by her namely John Thomas Ellen Sarah and Chan all his two houses and lots of lands situate lying and being on East Bay Street in the City of Charleston known by the number Eighty and Eighty one together with all and singular his Stock in trade Slave household and Kitchen furniture and plate the rents issues and profits arising therefrom for her and then and hereafter behoof and benefit thereof and that a like and the same to be and remain without alteration change design or otherwise (as respects his houses Slave furniture and plate that he and remain for the sole use and comfort of his said wife & children until the youngest of his said children attain and complete the full age of twenty One Years and then (if should be found necessary) the whole to be disposed of and divided as is therein expressed. Of which said will he appointed Simon Maynord and Alice his wife now Alice Coltan executor and executor, and hereupon after wards he departed this life leaving the same in full force. And Whereas the said Simon Maynord and Alice Coltan entered upon the said trust fully discharged the same, and upon accounting with the said Ellen Carter have recd from her a full release and discharge and also the said Ellen hath no further claim excepting her interest in the Lands (and personally now remaining from her father's estate which said lands and personally consist of the said houses and lots above described and eight Negroes Quaker Mary Mary Beck ex. Louisa Phillis Isac Thomas which now remain in the hands of said executor and Executor as Trustees under the said will subject to the provisions thereof to be divided at the time therein directed, and Whereas it is the desire of the parties aforesaid that the aforesaid trust of the said Ellen should be discharged upon the said herein after declared, Now this Indenture Witnesseth that the said Ellen Carter for and in consideration of the sum of five dollars to her paid at and before the date of this present by the said Simon Maynord and Alice Coltan and for divers other considerations and by and with the consent of the said Abner S. Brown heretofore by his signature to these

present. With quantity, bargain, alien, whereby George and Con-
 firmed, and by their separate debt, grant. Bargains, they alien
 convey release and confirm unto them the said Thomas, Margaret
 and Alice Cottons wife that her undivided interest for her
 share devised and bequest in are that Anne and J^r of Land
 situate, lying and being on East Bay Street in the said City
 of Charleston measuring and containing in front on said Street
 twenty four feet more or less and in depth from East to West one
 hundred and twenty four feet more or less and Butting and
 bounding to the East on East Bay Street aforesaid to the North
 on Land of the Estate of John Oates and of Oran Byrde to the
 North on Land of that Estate of Elyah and to the West on Land
 of Dr. D. Thomas, and also in all that lot piece or parcel
 of Land situate in said City on the North side of Unity Alley mea-
 suring and containing in front on the said alley eight feet by half more
 or less and in depth from South to North seventy five feet more or
 less Butting and bounding to the South on said Alley to the West
 on Land of the said Thraile Thuff to the East on Land of Oran Byrde
 and to the North on the premises above described, which said last
 mentioned lot or piece of Land Commenced from Unity Alley with
 the premises first mentioned and was used as a passage way to wit
 the said first mentioned lot as described as one in a deed of George
 bearing date the ninth of July A.D. 1819 from Benjamin Thraile to
 the said John Oates and also in all that other lot piece or parcel of
 Land situate on the West side of East Bay Street aforesaid known by the number
 (80) Eighty, measuring and containing in front on said Street Eighteen feet
 more or less and in depth from East to West One Hundred and three
 feet more or less Butting and bounding to the South on Land of Louis
 Byrde to the North West on Land of that Estate of Benjamin Thraile and to the
 East on East Bay Street aforesaid, being the same lot as is described
 in a Deed of Conveyance from George Thraile to the said John Oates
 bearing date twenty ninth of September Anno Domini 1817. Together with
 all lands, singular the right, manors, hereditaments and appurtenan-
 ces to the said premises belonging or thereto in any way incident or appur-
 taining, and the revenues and services, Rents and Remainders, Rents
 Issues and Profits thereof, and also all the estate, right title, interest
 claim and demands whatsoever both at Law and in equity of in and
 to the said premises with the appurtenances every and any part or par-
 cel thereof, and also all the share, portions, interest and bequest
 of the said Ellen in and to her two negroes aforesaid with their
 store issues, and in all other goods, Chattels, demands, rights, her-
 editaments or estate real or personal to which she the said Ellen
 is now or shall hereafter become entitled or interested, under the

will of the said father & though him in any manner of ways & otherwise
 all his singular the said premises unto the said Thomas & Ellen & their
 and the survivor of them and the heirs, executors, administrators and assigns of
 the said survivor according to the nature of the property, to the use of them the said
 Thomas & Ellen & their heirs & the survivor of them and the heirs, executors
 administrators and assigns of such survivor for ever according to the nature of the
 property. In Trust nevertheless for the several persons, after the estate, & subject
 to the new trusts, conditions, limitations and covenants following, that is to say
 In Trust for the said Ellen & her heirs, executors, administrators and assigns
 according to the nature of the property until the solemnization of the said
 marriage and from and after the solemnization thereof then In Trust
 to permit and suffer the said Abner & Thomas to have & hold, possess
 and enjoy the said property and to receive the income and annual
 profits thereof for and during the term of the joint lives of him and of
 the said Ellen and to and for their joint use, benefit, maintenance
 and support, and in case either of them the said Abner & Ellen
 shall depart this life without leaving any child or children, grand
 child or grand children of them alive at such time of death, then
 In Trust for the survivor of them the said Abner & Ellen
 his her or their heirs, executors administrators and assigns according to the
 nature of the property free and discharged from and without any trusts
 or conditions, and in case either of them the said Abner & Ellen
 shall depart this life leaving the other surviving and also leav-
 ing alive at the time of such decease any issue of the said marriage
 then In Trust to and for the survivor of them the said Abner and
 Ellen to permit and suffer such survivor to have and enjoy the said
 property and to receive the rents issues and profits thereof to his
 or her use and benefit for and during the term of his or her natu-
 ral life without impeachment of waste, and from and after
 the decease of such survivor or other termination of such life estate
 then In Trust for such of the issue of the said marriage of
 them the said Abner and Ellen as shall be living at the
 time of the decease of such survivor, in such shares and
 upon such trusts and limitations as the said survivor shall
 by any instrument in writing appoint, and in default of such
 appointment, then In Trust for the said issue of the said marriage
 alive as tenants in common, provided, however that grand
 children shall represent their parents and shall take respec-
 tively such share as his, her or their parent or parents would
 have taken in such share unless their parent or parents shall
 have departed this life in the life time of the said Abner
 or of the said Ellen, it being expressly intended that the

issue shall take per Stirpes and not per Capite. Provided always
 and it is agreed and declared by and between all the said
 parties to these presents that in Case the said Ellen before
 the death of either of the said marriage or the said John
 and Ellen or the survivor of them after the said John
 deceases, dying to sell or dispose of the said property or any
 part thereof it shall and may be lawful for the said
 Trustee or the survivor of them or the representative of the
 survivor with the Consent of the said John and Ellen
 or the survivor of them testified by two writing signed by
 him or her or them if they or either of them be living within
 the decrees of the Court of the property and authority
 of the said Trustee or Trustee for the time being to sell
 and dispose of the said Trust property or any part thereof
 and to lay out and invest the money to arise from such
 sale or transfer and also all such other Trust money
 when and as the same shall be received in the name of
 them the said John and Ellen or the survivor of them or the
 representative of such survivor in the public or Bank stock or in
 Bonds or other security or in any other estate or property real
 or personal of a sufficient value to be from time to time in
 like manner as they shall think fit to buy and dispose of
 when and as often as occasion shall require. Wholly said
 now or other stock, Bonds, securities, estate or property and the
 interest and income thereof shall be and become subject
 to such and the same trusts upon such and the same
 ends, intents and purposes as are hereinbefore expressed and declared
 or as near thereto as circumstances will admit. And it is
 further declared and agreed by and between the parties hereto
 that in Case the said Trustee or either of them or the legal
 representative of the survivor of them shall desire to be dis-
 charged from the said Trust it shall and may be lawful
 to and for such Trustee or his or her representative by and
 with the Consent of the said John and Ellen or the survivor of
 them to nominate and fix and proper persons to be Trustee
 in the room of him or them so desiring to be discharged
 and from and after such nomination and Consent (to be ex-
 pressed in writing) the said Trustee so discharged shall
 be and become seised and possessed of the said Trust
 property in all respects upon the same uses and trusts as
 are hereinbefore expressed and declared of and concerning
 the same it or each of them as shall then be subsisting. And
 determined and Capable of taking effect or of being performed

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party to these presents hath, legally bargained, sold, aliened,
 conveyed and confirmed, and by these presents do grant, sell, con-
 vey, the whole and confirm unto the said, Eden Thomas his
 heirs and assigns all that plantation, or tract of land situate
 lying and being in the Parish of St. James, Bonaville (can-
 measuring and containing three hundred and twenty eight
 and a half perches more or less Putting and bounding on
 lands of George Cawfords, Stephens Williams, Chase Thomas
 and the estate of Richard Cook, which said plantation
 lies upon the water of Tom Hole Swamp in said Parish
 and also all houses, outhouses, edifices, ways, waters and water
 courses, Together with all and singular the right menors
 hereditaments and appurtenances to the said premises belonging
 or thereto in any way incident or appertaining To have and
 to hold, the same unto the said, Eden Thomas his heirs and
 assigns forever to the use of the said, Eden his heirs and assigns
 subject nevertheless and in Trust to and for the persons, for
 the estate and uses Conditions and intents hereinafter expressed
 And, the said Ann Rome further in Consideration of the
 said marriage and divers other Considerations, value of the
 sum of five dollars to her paid by the said Eden Thomas &
 with the like Consent of the said Thomas, Nathly quantity, bargain
 and sold, and by these presents hath, granted, bargained, sold
 and delivered to the said Eden Thomas their heirs, names
 Peter Cats and Peter, To have and to hold, the said thing
 with the fortune increase and issue of the same, unto the
 said, Eden Thomas his heirs, assigns and assigns forever
 On Trust nevertheless for the uses, intents, purposes, herein
 after mentioned: That is to say On Trust for the said,
 Ann Rome her heirs, assigns, heirs and assigns according
 to the nature of the estate, unto the alienation, of the
 said marriage, and from and after the alienation thereof
 then in trust for the sole and separate use of the said Ann
 Rome to possess and suffer her the said, Ann to have use
 occupy and enjoy all the said property real and personal & to
 receive the rents issues and profits thereof to her own sole &
 separate use for and during the term of her natural life
 at her free will and pleasure (and not subject in any manner
 to the debts, Contracts or engagements of her said, intended,
 or any other husband, past, present, and after the decease of the
 said Ann then in Trust for such Child, or Children -
 of her or grand Children of her the said Ann as she
 the said Ann shall or may limit or appoint and for such

estate and subject to such provision, condition, limitation, and
 direct of any instrument of writing signed in the presence of two or more
 witnesses, or by her last will and testament duly executed, and in dis-
 -charge of such direction, appointment or limitation, then in Trust for
 -such Child or Children, grand Child or grand Children of her the said
 Ann as shall be living at the time of her decease and then and there
 absolutely and forever. Provided however that the said Children shall only
 take in Case this her or their parents shall have died in the life time of the
 said Ann and shall only be entitled to represent his her or their deceased
 parents or parents and take among them such equal share as would have been
 taken by the said parent, had the parent lived at the time of the decease
 of the said Ann And in Case the said Ann shall depart this life
 without making such appointment as aforesaid, or without leaving them
 or grand Children at the time of her decease, or without disposing of the said
 property as is hereinafter mentioned then in Trust as to so much as is
 undisposed of for her own right heirs. And it is hereby expressly a-
 -gued, declared and understood by and between the said parties to these
 presents that at all times hereafter notwithstanding anything herein
 to the contrary thereof, it shall and may be lawful for the said
 Eden Thomas his heirs, executors, administrators and assigns with
 the consent of the said Ann Rorice testifies in writing before two
 witnesses to sell, alien, convey and dispose of all or any part of the
 property real or personal herein before mentioned and to make good
 and sufficient title therefor to any person or persons appointed
 or agreed to by the said Ann Rorice, and the proceeds of the said
 sale or disposition to pay over and deliver to the said Ann or other
 person disposed of at her direction, without any control, interference or
 interference of the said Thomas or any other husband of the said
 Ann and the said Trustee shall not be accountable for the ob-
 -viance of the persons to whom such sale or disposition may be made
 or for the appropriation to be made by the said Ann of any pro-
 -ceeds of such sale or disposition, but the said proceeds shall be
 at the sole and separate use and discretion of the said Ann
 as fully to all intents and purposes as though she were sole and
 unmarried. And it is further agreed that it shall be
 lawful in Case the said Eden Thomas Trustee as aforesaid or his
 legal representatives shall be disposed to give up and relinquish
 the said Trust, that the said Ann Rorice may with the consent of the
 said Thomas in Case he be alive and the said marriage take effect
 appoint some other person to be Trustee in the place of the said
 Eden and the said substitute shall thereupon become seized,
 possessed, of all and singular the said property in the same
 or the like manner to all intents and purposes as the

Eden Thron his kin, upon record and assign
On which behalf the said parties have heretofore
set their hands and seals the day and year first above
written
Charles and Delight
John Apple
Thos Appleton
Eden Thron

In presence of
the said "Mary's" being first
striking out and seal in writing
in its place above the same
+ then changed to Thron
Francis Beck
C. E. Ellenmeyer

Francis Beck appears
and makes oath that he saw Ann Rome the said
Eden Thron sign and deliver this settlement
that he with C. E. Ellenmeyer witnessed the same
Witnessed to before me 17 Jan'y 1833
Samuel Thompson
Not. Pub

Recorded 17 Jan'y 1833

The State of South Carolina
Know all men by these
presents that I, James J. Conchman, of Pee Dee in the
said State of South Carolina, being and firmly bound unto John
H. Alletton, of Pee Dee in the said State of South Carolina, in trust
for Sarah Ann Wilkinson the daughter of Joseph Wilkinson
deceased, in the full and just sum of Five thousand dollars
to be paid to the said John H. Alletton his certain attorney -
executor, administrator and assigns to which payment well and
truly to be made and done I bind my self and each, every
of my heirs, executors and administrators, firmly by these presents
sealed with my seal and dated the thirtieth day of
December in the Year of our Lord One thousand eight hun-
dred and thirty two. Whereas a marriage is intended
to be shortly had and solemnized between the said James
J. Conchman and Sarah Ann Wilkinson: And whereas
the said Sarah Ann Wilkinson is entitled to an Estate
in fee simple in a certain Farm or tract of land contain-
ing about seventy acres more or less, and situate lying
and being in the State of Georgia being distant about
five miles from the City of Savannah in the said State

Eden Thron his kin, upon record and assign
On which behalf the said parties have heretofore
set their hands and seals the day and year first above
written
Charles and Delight
John Rogers
Thos. Angeltown
Eden Thron

In presence of
the said "Mary's" being first
striking out and seal in writing
in its place above the same
+ then changed to Thron
Francis Beck
C. E. Ellenminger

Francis Beck appears
and makes oath that he saw Ann Rome the said
+ Eden Thron sign and deliver this settlement
that he with C. E. Ellenminger witnessed the same
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The State of South Carolina

Know all men by these
presents that I, James J. Conchman, of Peebles in the
said State of South Carolina, being and finally bound unto John
H. Alletton, of Peebles in the said State of South Carolina, in trust
for Sarah Ann Wilkinson the daughter of Joseph Wilkinson
deceased, in the full and just sum of Five thousand dollars
to be paid to the said John H. Alletton his certain attorney -
executor, administrator and assign to which payment well and
truly to be made and done I bind my self and each, every
of my heirs, executors and administrators, firmly by these presents
sealed with my seal and dated the thirtieth day of
December in the Year of our Lord One thousand eight hun-
dred and thirty two. Whereas a marriage is intended
to be shortly had and solemnized between the said James
J. Conchman and Sarah Ann Wilkinson: And whereas
the said Sarah Ann Wilkinson is entitled to an Estate
in fee simple in a certain Farm or tract of land contain-
ing about seventy acres more or less, and situate lying
and being in the State of Georgia being distant about
five miles from the City of Savannah in the said State

the same having been formerly the property of Mrs. Margaret M. Allen
 And also to the following, Major Allen late int. 27th aged twenty
 six Years. Charles aged Nineteen Years, Eliza aged, forty three, Mary aged
 twenty six, Mary and her two Children to wit John aged ten Years and
 Cain aged One Year. Mary aged twenty seven Years and her three Children
 to wit Charlotte aged eleven Years Ellen aged three Years, & Cyrus
 aged One Year And whereas it has been agreed between the said
 parties in consideration of the saids, intended, marriage, that
 as well the said property both real and personal, as also the present
 and future issue of the females of the said slaves to which the said
 Sarah Ann Wilkinson is and shall be entitled, shall be conveyed to
 James and secured firmly and effectually to the said John H. Allston
 his heirs executors administrators and assigns according to the nature
 of the property in trust for the use and purposes hereinafter mentioned
 and subject to the power of reversion hereinafter expressed, but by
 reason of the minority of the said Sarah Ann Wilkinson they cannot
 at present be effectual, And whereas it has been agreed between the said
 parties, that as soon as the said Sarah Ann Wilkinson shall have attained the full age of twenty one Years
 the said James J. Conchman will and sufficiently convey transfer
 and assign the said property real and personal unto the said John
 H. Allston his heirs executors, administrators and assigns in trust
 nevertheless to and for the following uses and purposes, that is to say
 in trust that the said John H. Allston his heirs executors and
 administrators shall and will during the joint lives of the said
 James J. Conchman and Sarah Ann Wilkinson his intended
 wife permit and suffer the said James J. Conchman to receive
 take and enjoy the rents, issues and profits of the said property
 real and personal for the purpose of maintaining and educating
 the said Sarah Ann Wilkinson and her Children, but not
 to be liable for the debts contracts and engagements of the
 said James J. Conchman, and from and after the death
 of the said Sarah Ann Wilkinson should she die before
 the said James J. Conchman leaving any Child or Children
 grand Child, or grand Children living at her death, then in trust
 that the said John H. Allston his heirs, executors and
 administrators, during the life time of the said James J. Conchman
 will permit, authorize and suffer him to receive, take and
 enjoy the rents issues and profits of the same and of every
 part thereof for the purpose of maintaining and educating
 such Child or Children grand Child or grand Children
 in such manner as he in his discretion shall see fit
 without being accountable to them or any one for the same

but not to be liable for the debts, contracts or engagements of
 said James J. Conchman and John and after the death of the
 said James J. Conchman then to and for the use and behoof
 of such Child or Children, grand Child or grand Children his
 heirs and their heirs executors, administrators and assigns paid
 and discharged from all further trusts, if more than one re-
 tenants in common. such grand Children standing in their
 parents stead, and taking between them only their parts and
 But in Case the said Sarah Ann Wilkinson should die
 before the said James J. Conchman leaving no Child or Children
 grand Child or grand Children living at her death, or in
 Case she should leave such Child or Children grand Child
 or grand Children living at her death and they should all
 die in the life time of the said James J. Conchman unmar-
 ried and without issue then in trust to and for the use
 and behoof of the said James J. Conchman his heirs executors
 administrators and assigns forever But in Case the said James
 J. Conchman should die before the said Sarah Ann Wilkinson
 then in trust to and for the use and behoof of the said
 Sarah Ann Wilkinson her heirs executors administrators
 and assigns forever provided always nevertheless that in
 Case it should appear hereafter to the said James J. Conchman
 to be most for the advantage of the said Sarah Ann Wilkin-
 son and her Children, that the whole or any part of the said
 property should be sold, or disposed of and the proceeds thereof
 vested in other property real or personal or both, then and in such
 Case it shall and may be lawful for the said James J. Conchman
 and John Hellyer by their deeds or deeds properly executed
 in the presence of two or more credible witnesses, to revoke make
 void all and every the use and uses herein before limited of or
 concerning the aforesaid property or any part thereof, and to limit
 and declare any new use or uses of or concerning the same as
 as upon and at the time of making such revoking and
 limiting any new use or uses of or concerning the aforesaid
 property, or as soon thereafter as can conveniently be done the
 money or proceeds arising from the sale or disposal thereof
 be paid by the said parties in the purchase of any other
 property real or personal or both, and the same well and
 sufficiently conveyed and transferred to the said John Hellyer
 his heirs executors administrators and assigns (the said
 James J. Conchman signing the deeds conveying and trans-
 ferring the same and thereby signifying his consent thereto)
 in trust nevertheless to and for the same use and

I. Shant that the real and personal estate, of and, of the said
 Mary Wright shall be by her quantity, value, and assigns to the said
 John Chiles, John Wright his heirs Executors Administrators and assigns upon
 the special trusts and Confirmed and to and for the several uses, intents
 purposes herein after mentioned, limited, expressed, and declared of and
 Concerning the same Now This Indenture Witnesseth That in pursu-
 suance of the said agreement and in Consideration of the said
 intended marriage and also of One Dollar to the said Mary
 Wright in hand paid, the receipt whereof is hereby acknowledged
 and for divers other good Causes and Considerations her then and now
 the said Mary Wright by and with the private and Consent of
 the said Peter I Shant her intended husband testified by his be-
 ing a party to and executing these Presents hath granted, conveyed
 sold released, Conveyed and Confirmed and by these presents doth grant
 bargain sell release Convey and Confirm unto the said John Chiles
 John Wright his heirs Executors Administrators and assigns, One undi-
 vided fourth part or share of All that House and Lot situate lying
 and being at the South East Corner of East Bay and Union Streets in the
 City of Charleston and State aforesaid measuring in front & thro-
 to whole depth ninety feet more or less and in depth from West
 to East One hundred and Twenty feet more or less containing
 to the use on East Bay Street aforesaid, to the party on Union Street
 aforesaid, to the East on Land and lots of the Estate of Mrs Ball
 deceased and to the South on Land of said land with other appurtenances
 and also a Box in St Pauls Church, Edinborough and also the following
 Personal Estate, to wit A Bond of Thomas Pinckney Esq assigned to the
 said Mary Wright dated 14th of Aprill A.D. 1839 Conditionally for the payment
 of Eleven hundred and twenty five dollars with interest payable annu-
 ally, Ten Shares in the Capital Stock of the Bank of the United States
 Thirty Shares in the Bank of South Carolina Twenty nine shares in the
 Southern Mechanics Bank of South Carolina Thirty Shares in the
 Union Bank of Georgia Eight hundred and seven dollars City of
 per Cent Stock of City of Charleston Five hundred dollars in 5th per
 Cent Stock of the State of South Carolina hundred and forty seven ^{90/100}
 dollars in United States Three per Cent Stock now redeemable by Law
 in the South Carolina Canal and Rail Road Company sixteen
 Shares in the Commercial Bank of Columbia South Carolina
 Twenty Eight hundred and sixteen dollars in Cash deposited in
 the Office of Discount and Deposit at Charleston to the Credit
 of the said Mary Wright and for the Consideration aforesaid
 and in further pursuance of the said Agreement and in Con-
 sideration of the further sum of One Dollar to her in
 hand paid the receipt whereof is hereby acknowledged

the said, Mary Wright & and with the like joint and several of the said, Peter J. Shand her intended, Charles, husband, as aforesaid, jointly granted, bargained, and sold, and by their present, doth grant, bargain and sell and in plain and open market selling unto the said, John Calhoun Esqrs Single the following, Major Slaves that is to say Mary,anny, Bess and her two children Jane and James,anny and his wife child, all which negroes stock, Bonds, and other Estate are more particularly described and set forth in a schedule marked A herunto annexed, and intended to form a part of their Presents, To Mary and To Childs, all and singular the said, Undivided fourth part of said Monies Lot & appurtenances, and all and singular the said, Bonds, Bank and other stock and funds and the said Plot in St Pauls Church and also the said Negroes Slaves, with the future issue and increase of the Female and all and singular other the Premises herein before mentioned, or meant and intended, to be jointly granted released and conveyed as aforesaid, unto the said John Calhoun Esqrs Single, his Heirs, Executors, Administrators and assigns upon the special trust and Confidence, Nevertheless and to and for the above uses, intents and purposes herein and hereby intended to be made limited, and declared of and Concerning the same that is to say On trust for the said, Mary Wright her Executors and Administrators unto the said intended, marriage shall be had, And from and immediately after the solemnization thereof On Trust to permit and suffer the said Peter J. Shand and his assigns to receive & take the interest, dividends, hire profits and annual produce of all and singular the said Estate real and personal herein before particularly described, and set forth and of every part thereof respectively for and during the joint lives of her the said Mary Wright & the said Peter J. Shand to and for their joint use benefit and comfort, and not subject in any manner to any of the debts Contracts, Engagements or liabilities of the said, Peter J. Shand

And from and immediately after the determination of the joint lives of them the said, Mary Wright & Peter J. Shand in Case that said Mary Wright shall survive him On Trust to permit and suffer the said Mary to receive and take the interest, dividends, hire profits, and annual produce of all and singular the said estate, real and personal to and for her own separate use benefit and comfort for and during the term of her natural life free from the debts Contracts, Engagements of any future Estates with whom she may intermarry But if the said Peter J. Shand should survive the said Mary Wright his intended wife Then On Trust to permit & suffer the said Peter J. Shand to take and receive the said interest Dividends, Hire profits and annual proceeds of all & singular

the Estate hereinbefore mentioned, for good during the term of his natural life for his own use and after the decease of the survivor of them the said Mary Wright and Peter J. Shand her intended husband then in trust to and for the use benefit and behoof (as regards the whole of said Estate hereinbefore described, whether Principal or interest or income) of the Children of the Marriage of the said Mary Wright & Peter J. Shand and the Children of the former marriage of the said Peter J. Shand, share and share alike / the Child or Children of a deceased Parent taking the share to which such Parent would have been entitled, and to their Heirs and Assigns respectively forever, but if only one Child, either of the or former marriage of the said Peter J. Shand, be living at the death of such survivor and in place of another Child, then in trust for the sole use benefit and behoof of such Child, his or her heirs and assigns absolutely and forever. But if at the death of the survivor of them the said Mary Wright & Peter J. Shand her intended husband, there should be no issue of their marriage or of the former marriage of the said Peter J. Shand or the issue of any such issue living, then in trust to convey of said Estate hereinbefore described, in such manner and to such Person and Persons as the said survivor shall by his or her last will and testament in writing, duly made and executed direct and appoint and in default of such will then to the legal heirs of the said Mary Wright and Peter J. Shand in even and equal proportions. And upon this further trust to permit and suffer the said Peter J. Shand to receive and take the amount of all such sum or sums of money as and now or may hereafter become payable or redeemable on any of the said Estate real or personal and to draw such sum or sums of money as may be now deposited in any Bank to the credit of the said Mary Wright and to invest the same in stocks or other securities subject to the normal uses and trusts hereinbefore declared and to take and receive the rents, dividends, kind profits and annual proceeds of the said Estate or any part thereof as the same may from time to time become due for and during the term of the joint lives of her the said Mary Wright & the said Peter J. Shand for their joint use and behoof (and not subject to any of the debts, contracts, engagements or liabilities of him the said Peter J. Shand) and also to permit and suffer the said Peter J. Shand from time to time to make the returns for all such Taxes or assessments as may become due and payable on all or any of the Estate real or personal hereinbefore mentioned. And in case of the death of the said Peter J. Shand before the said Mary Wright to extend to her in -

every respect the same differences and provisions. And it is hereby further declared and agreed by and between the Party
 to their present that at any time the said Mary Wright & Peter J. Shand or the survivors of them, shall be desirous of selling, exchanging, or otherwise disposing of the said property real or personal or any part thereof, the said John Chas. Gray Pringle upon receiving a request in writing from them the said Mary Wright & Peter J. Shand, under their proper and respective hands and seals or in case it be after the death of either upon receiving a like request from the survivor of them the said Mary Wright and Peter J. Shand expressors of such desire, shall have power and liberty to sell exchange or otherwise dispose of the said estate real and personal or any part thereof and execute all such deeds and deeds release Conveyances, Assignments, or other instrument of writing as may be necessary to perfect such sale, exchange or disposition and to reinvest the proceeds in other property subject to the same uses and trusts as are expressed in this Deed, with regard to the Estate above mentioned. And it is hereby further declared to be the true intent and meaning of these Presents that in case of the death or inability to act under this deed of the said John Chas. Gray Pringle, the said Mary Wright & Peter J. Shand, or the surviving of them as the Case may be, shall have power and authority by an instrument in writing under their hands and seals or in case of the loss of this original Deed, then upon an office copy of the same to appoint and substitute another Person to do all the powers assigned to say the limitation which are granted to the said John Chas. Gray Pringle and under which he is placed by this Deed. And it is hereby further declared that in case the said Mary Wright and Peter J. Shand should by a writing appointing as aforesaid, request the said John Chas. Gray Pringle to sell exchange or otherwise dispose of the said real or personal estate as aforesaid, or any part thereof and the said John Chas. Gray Pringle be absent from the City or State and not able in person to make such sale exchange or disposition he shall be at liberty and is hereby authorized by any writing under his hand and seal to permit and authorize the said Peter J. Shand to make such sale exchange or disposition and to execute all such deeds and deeds release Conveyances, transfers or other instrument of writing as may be necessary to effect such sale exchange or disposition and to reinvest the proceeds thereof in other property subject to the uses and trusts herein before mentioned and in case the application should be made to him by the

Survivor of them the said, Mary Wright & Peter J. Shands, to
 stand the same conformity, to each survivor

In witness whereof the Parties to these Presents have
 hereunto respectively set their hands & seals the day & Year first
 above written

Signs Seals and delivered in

the presence of—

the words "Barnes" above 14th line of 1st page also in
 Row in 1st Church Church Raschiffborough. above 17th line of
 same page & his profits above 17th line of 2^d page the and
 "profits" above 46th line of 2^d page the and "any" above 22nd line
 the and, exchange or otherwise disposed of above 10th line of
 4th page being first interlined—

Ed. Manckel Thomas, Secretary

Mary Wright (S)
 Peter J. Shands (S)
 J. J. Single (S)

A

A Schedule of all & singular the Real and Personal Estate
 mentioned, and described, and to which reference is made in the
 foregoing deeds

One an divided fourth part or share of lots that
 Stone and lot situate lying, and being at the South East Corner
 of East Bay and Womans Street in the City of Charleston, and State
 aforesaid, Measuring in front and through its whole depth, thirty
 feet more or less and in depth from West to East One hundred
 and twenty feet more or less Situate and bounding to the West
 on East Bay Street aforesaid, to the North on Womans Street aforesaid,
 to the East on lands now or late of the Estate of John Paul deceased
 and to the South on lands of

Davidson
 A Row in the north side of 1st Church, Raschiffborough
 City of Charls. tow

A Bond of Thomas Pickney Esq in favor of Mrs. Rebecca Wright
 now deceased and apigned by the other heirs, of the said, Mary Wright,
 dated 1st April 1829 Conditioned for Eleven hundred
 and twenty five dollars with interest payable annually and upon
 which interest has been paid to 1st April 1832

Ten Shares in the Capital Stock of the Bank of the United
 States in the name of the said, Mary Wright

Thirty Shares in the Bank of South Carolina in the same name

Twenty Nine Shares in the Atlantic & Mechanics Bank of South
 Carolina in the same name

Thirty Shares in the Union Bank of South Carolina in
 the same name

Six Shares in the S. C. & R. R. Comp'y in the same name