

101 Have hereunto set their hands and affixed their
Seals, at Charleston, on the day and in the Year first
aforesaid.

Signed, sealed and delivered, Margaret E. Davidson (L.S.)
in the presence of John M. Millan (L.S.)
Elizabeth Adcock Andrew Moffett (L.S.)
Samuel A. Sprung Calvin Gibbs (L.S.)
Joshua Gibbs
State of South Carolina,
Charleston District.

Personally appeared before
me Samuel A. Sprung and made Oath that he saw
Margaret E. Davidson, John M. Millan, Andrew
Moffett, Calvin, Gibbs sign seal and deliver this Deed
and that he with Elizabeth Adcock and Joshua Gibbs
Witnessed the execution thereof —

Sworn to before me
the 29th day of June 1833
Thomas S. Jones

Not. Pub. Recorded 29th June 1833

South Carolina,
Beaufort District.

This Indenture made and entered into
this twenty ninth day of May in the Year of our Lord One Thousand
Eight Hundred and thirty three between David L. Thomson
of the one part, Christianna Houscal of the second part and
Thomas Salbird and Joseph E. Cole of the third part all
of the Town of Beaufort, (District and State aforesaid, Witness
Whereas a Marriage is agreed upon and intended shortly
to be solemnized between the said David L. Thomson &
Christianna Houscal, and whereas, by a deed made by W^m
E. Salbird the said Christianna Houscal is entitled to one
share being one tenth part of his property, which property
has been lately sold by an Order of the Court of Equity
for a division, and whereas the said Christianna Houscal
is entitled to a part or portion of her Mother's, now Mary
Porter property by Virtue of a Marriage deed between
Joseph Porter and her the said Mary Porter according
to the intent and meaning of the said instrument, and upon
the treaty of the said intended Marriage it was agreed to by and
between the said David L. Thomson and Christianna Houscal
that the property above mentioned should be settled on the

known and conditions hereinof to express and concerning the
 said, to the intent that the said may not be subject liable
 to the Court, (Debt or engagements of the said David &
 Thomas). Now these presents Witnesseth that the said Christiana
 Houscal for and on account of the said intended Marriage
 and for and in consideration of the sum of One hundred £ to be
 the said Christiana Houscal well and truly paid before
 the signing sealing and delivery hereof by the said Thomas
 Talbird and Joseph E. Cole, the said Christiana Houscal
 hath granted, bargained, sold, assigned and conveyed and by
 these presents doth grant, bargain, sell, assign and convey unto the
 said Thomas Talbird and Joseph E. Cole, all of the share of the
 Estate of the late Wm. C. Talbird as aforesaid, and also all
 that part or portion of Property to which the said Christiana
 Houscal is entitled from her Mother Mary Porter, To Have
 and To Hold the said granted Property and the interest accruing
 from the said with all the emoluments, Services and benefits
 thereunto belonging or in any wise incident or appertaining thereto,
 to them the said Thomas Talbird and Joseph E. Cole their Executors,
 Heirs & assigns forever, to and for the several uses, intents & purposes
 and upon the several trusts and with and under and subject to
 the several provisions, limitations and agreements hereinof declared,
 and expressed of and concerning the same that is to say the trust
 arising from the said share of Property of the Estate of Wm. C. Talbird
 and the use and personal Services of the Property to which the
 said Christiana Houscal is entitled from her Mother Mary
 Porter, to the use and benefit jointly of the said David & Thomas
 and Christiana Houscal, during the natural life of her the
 said Christiana Houscal, and after her death to the use &
 benefit of such Child or Children as may be left by the said
 Christiana Houscal but in case there should be no Child
 or Children left by the said Christiana at her death, then to
 the use of the said David & Thomas during his natural life
 and at his death to the sole and only use and benefit of the Heir
 or nearest of kin of the said Christiana Houscal - And it is
 hereby further covenanted promised and agreed upon between
 all the parties named in this instrument that in case it should be
 deemed necessary or proper by the said David & Thomas and
 Christiana Houscal Conjointly to sell dispose of or exchange
 the Property herein before alluded to or any portion thereof, it shall
 and may be lawful for the said Thomas Talbird and Joseph
 E. Cole to do, the proceeds thereof to be Vested in any other
 Property, the Personal Services or interest only thereof

103 as the Case may be to be applied to and for the uses and purposes as before expressed—

In testimony whereof we have hereunto set our hands and affixed our Seals this twenty ninth day of May in the Year of our Lord One Thousand Eight Hundred & thirty three and in the fifty seventh of the Sovereignty and Independence of the United States of America—

Signed Sealed and delivered in presence of

Catherine Counsel

Nathl. C. Buckner

Edward Barker

P. A. Thomson

Christianna Counsel

Thos. Talbird

Joseph E. Cole

(L.S.)

(L.S.)

(L.S.)

(L.S.)

Beaufort S.C. 11th June 1833

Before me personally appeared Edw. Barker who being duly sworn, deposes that he ^{was} present and saw David L. Thomas, Christianna Counsel, Thos. Talbird, and Joseph E. Cole sign and seal the foregoing Instrument of Writing contained on two pages of this sheet and that he together with Nathl. C. Buckner & Catherine Counsel signed their Names as Witnesses thereto—

John M. Fealy

Edw. Barker (L.S.)

W. J. B

Recorded 15th July 1833

The State of South Carolina

This Indenture made the first day of June in the Year of our Lord One Thousand Eight Hundred and thirty three Between Eliza Boullate, known by the Name of Eliza Knight of the City of Charleston in the State aforesaid of the one Part, Augustus B. Buckner of the same Place of the second Part, and William H. Knight and Peter G. Bequent Trustees for the uses intents and purposes hereinafter stated of the same Place of the third Part Whereas a Marriage is soon intended to be had and solemnized by and between the said Eliza Boullate and Augustus B. Buckner, and Whereas the said Eliza is entitled to a life Estate in a House and Lot in Market Street Continued in and by a certain Conveyance in Trust executed the Twenty Eighth day of November in the Year of our Lord One Thousand Eight Hundred and Twenty Seven by Jacob Meets to Thomas Knight and seized and possessed of Landry Negroes, House hold and Kitchen Furniture, and Considerable Stock in Trade hereinafter mentioned

104 And upon the Treaty of the said Marriage it has been
considered expedient and agreed or that the same should
be settled as is hereinafter mentioned. Now in Consideration
of the said intended Marriage the said Eliza Boucatt
with the Privety and assent of the said Augustus B. Packner
her intended Husband and in Pursuance of the said
agreement, and also in Consideration of the Sum of Five
Dollars to her in hand well and truly paid by the said
William K Knight and Peter G. Bequent, and further for
divers other good Causes and Sufficient Considerations
her therunto Specially Moving hath Granted Bargained,
Sold released and Confirmed and by these Presents doth
Grant, Bargain, Sell release and Confirm unto the
said William K Knight and Peter G. Bequent all her
right Title in trust and Estate in and to that Lot
piece or parcel of Land Situate lying and being in
Market Street Continued formerly Parsonage Lane
in the said City and State aforesaid Measuring and
Containing in front on said Street Twenty feet, and in depth
from North to South Fifty Nine feet Six Inches (Putting)
and Pounding to the North on said Street, to the East on land
the Property of Shaffer, to the South on land belonging
to ^{House} Tobias, Together with all and Singular the Houses,
Out Houses, Rights, Members Hereditaments and appurtenances,
to the said Premises belonging or in any wise incident
or appertaining as expressed in a Certain Conveyance
in Trust from Jacob Mestor to Thomas Knight executed
the Twenty Eight day of November in the Year of Our
Lord One Thousand Eight Hundred and Twenty Seven
and Recorded in the Register of Mesme Conveyance Office
in Charleston the Twenty ninth day of November in the
Year of Our Lord One Thousand Eight Hundred
and Twenty Seven in Book W. No 9 Page Ninety Four (94)
Also Four Negroes Slaves enumerated in the Schedule
hereunto Annexed and the Articles of House hold and
Kitchen Furniture, Goods and ~~Chattels~~ Chattels, and Stock
in Trade mentioned in the said Schedule To have
and to hold all and Singular the Premises and
Estate Slaves, Household and Kitchen Furniture,
Goods and Chattels and Stock in Trade aforesaid both
Real and Personal together with the future issue and
increase of the Separate Slaves unto the said William

105 H. Knight and Peter G. Bepent their Heirs Executors
Administrators and Assigns for ever in Special Trust
However, and for the use interests and purposes for the Powers
Provisions, limitations and declarations hereinafter limited
expressed and declared of and concerning the Same That is
to say in Trust for the said Eliza Poillatt her Heirs Executors
Administrators and Assigns untill the said intended Marryage
shall be had and solemnized, and from and immediately
after the solemnization thereof in Trust for the sole Separate,
Distinct and Absolute use benefit and behoof of the said
Eliza Poillatt Notwithstanding her Coverture her Heirs
Executors Administrators and Assigns as fully and effectually
to all intents and purposes Whatever, and free clear and
exclusive of all debts, liabilities, Control intermeddling Gift
Devise or Disposition Whatever, and of and from all or
any of the Debts, Dues, Contracts or engagements made or
at any time hereafter to be entered into on any Account
or Pretext Whatever of or by the said Augustus B
Buckner her intended Husband, And in this ~~Further~~
Further Trust to permit and Suffer her the said Eliza
Poillatt Notwithstanding her Coverture to receive and take
the Profits or increase arising from the said Real and
Personal Estate hereby Conveyed, and to pay the Same
to the said Eliza Poillatt and her Assigns upon her
and their Receipts Notwithstanding her Coverture to and
for the sole and Separate use of the said Eliza Poillatt
free from the Control intermeddling or Debts of her
intended, or any future Husband she may have, And upon
this further Trust to permit and Suffer her the said Eliza
Poillatt to Sell and Dispose of all or any part of her
Stock in Trade, and to invest the Proceeds arising
from such Sale in Other Property or Stock in Trade as
may be deemed advisable and proper by the said Eliza
Poillatt Notwithstanding her Coverture Subject However to the
Same Trusts uses intents and purposes as are herein
expressed Limited and declared of and concerning the Same
And upon this further Trust to hold all and Singular the
real and Personal Estate hereby conveyed together with the
of the female Slaves Subject to the free and absolute
Control and Disposal of the said Eliza Poillatt by
Deed or Deeds of Gift, Grant Bargain, Sale or
Conveyance to take effect in her life time or by her Last
Will and Testament as freely and amply at all times

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106 after the Solemnization of the said intended marriage to all intents and purposes as if she were a
Sole and unmarried the said Real and Personal
Estate Negroes, Goods and Chattels Stock in Trade
to Vest in such Case in said Grantee or Grantee's,
Devisee or Devisee's Legatee or Legatee, or in
default of such Gift, Grant Bargain Sale, Convey-
ance or Last Will and Testament in her Heirs, Exec-
utors and administrators at her Death Absolutely free
from and discharge of and from all further then or former
Trust Whatever, and the said Augustus B Buckner doth
Covenant with the said William H Knight and Peter G.
Pepernt Trustees, as aforesaid their Heirs Executors Admin-
istrators, and Assigns, and doth Covenant with the said
William H Knight and Peter G Pepernt Trustees, aforesaid
for the latter part of this Clause likewise that she
the said Augustus B Buckner shall and will from
time to time and at all times hereafter Permit and
Suffer her the said Eliza Boillatt to make and execute
any Deed or instrument of Writing Necessary in Law
for the abiding Conveying, Selling and Assigning any of the Real
or Personal Estate, Goods and Chattels, Stock in Trade hereby assi-
gned under the Trusts aforesaid, and that the said Augustus
B Buckner will Permit and Suffer her the said
Eliza Boillatt to make and execute any Last Will
and Testament Which he doth hereby ratify and Confirm
And Whereas the said Augustus B Buckner hath
considered that it will be proper for the said Eliza Boillatt
his intended Wife to continue a Sole and Separate Dealer,
and to that end he the said Augustus B Buckner hath
agreed that she the said Eliza Boillatt notwithstanding
her Coverture shall have and enjoy all the Privileges and
Advantages of a Sole and Separate Dealer, This Inden-
ture therefore Witnesseth that the said Augustus B Buckner
for and in Consideration of the sum of Ten Dollars to
him in hand Well and truly paid by the said William
H Knight and Peter G Pepernt the receipt Whereof is here-
by acknowledged he the said Augustus B Buckner
for himself his Heirs Executors Administrators and Assigns
hath by these presents, Covenanted Promised and agreed
to and with the said William H Knight and Peter G.
Pepernt as Trustees aforesaid their Heirs Executors
Administrators and Assigns in Trust to and for

107. the use and behoof of the said Eliza Poillatt in
Manner and form following that is to say that the said
Eliza Poillatt from the day of the Marriage Aforesaid
may have and exercise the business of a Sole and Separate
Dealer in any Trade, Profession or business whatsoever,
and in purchasing Aliening, buying, Selling, Carting,
exchanging and Retailing all and every Kind of Land,
Tenements, Hereditaments and real Estate, Goods, Chattels,
Wares and Merchandises, or Commodities whatever in
Such manner, and in every other Way and manner as
she may think fit, and find more profitable and Advan-
tagious, and that she the said Eliza Poillatt shall
and may have and enjoy all the Privileges and Advantages
of a Sole and Separate Trader in as full and ample a
manner to all intent and purposes whatever as any Separate
Dealer may might or can have her Coverture or any other
impediment, Notwithstanding, And that the said Augustus
B Buckner shall nor will at any time molest trouble or
interrupt the said Eliza Poillatt in such her purchasing
aliening, buying, Selling, Carting, exchanging or Retailing
or otherwise of any business as a Sole Trader nor Dispose
her the said Eliza Poillatt her Heirs or Assigns of any
of the Estate Real or Personal, Stock, Chattels, Goods,
Effects or Profit that shall or may be purchased, gotten
or Acquired in her Sole and Separate trade and dealing
But that the same shall remain and be to and for the Sole
Separate and distinct use, benefit and behoof of her the
said Eliza Poillatt her Heirs Executors Administrators
and Assigns, And not on any Account liable or Subject
to the Contract Debt, or incumbrance, of the said Augustus
B Buckner, He the said Augustus B Buckner by these
present forever Relinquishing And Discharging all Right
title interest Property Claim or Demand whatever, which
he may or might have to the same, or any part thereof, &
fully Authorising and empowering the said Eliza Poillatt
Notwithstanding her Coverture by any Writing or Writings
under her hand and Seal duly executed and Published
in the Presence of two or more Credible Witnesses, to give
Alien, Assign, or otherwise Dispose of all or any part of
the Estate Real or Personal Stock, Chattels Goods, Effects,
and rights in such manner and to such Person or Persons
as she the said Eliza Poillatt shall think fit, and the
said Augustus B Buckner for himself his Heirs Executors

108 Administrators and assigns doth hereby further Covenant promise
and agree to and With the said William K Knight and
Peter G Bequent Trustees as aforesaid that he the said
Augustus B Buckner shall not hinder, prevent or inter-
rupt the said Eliza Boillatt, her Heirs, Executors
administrators or assigns in Selling for, or recovering any
part of the Estate Real or Personal, Monies, Cotts, Stock
and effects, that may from time to time, be purchased gotten
or acquired by such her Separate Trade and dealing
Hereby fully Authorising and empowering her and them
and her and their Attorney and Attorneys, to use the name
of him the said Augustus B Buckner, in all suits or
actions to be prosecuted or commenced, on account of the
Premises and further that he the said August B Buckner
shall and will from time to time and at all times hereafter
at and upon the reasonable request of the said William
K Knight and Peter G Bequent their Heirs, Executors
Administrators and Assigns, make, acknowledge and
execute, or cause to be made, done, acknowledged, and
executed, all and every Such further deed, assurances,
and Conveyances, in the Law Whatsoever for the further and
more perfect Carrying into execution the intent and purposes
of these presents, so as to enable the said Eliza Boillatt, to
follow and carry on the business and trade of a sole and
separate Dealer, And the said Augustus B Buckner for
the true performance of the covenants aforesaid, doth for
himself his Heirs Executors Administrators and Assigns,
bind and Oblige himself to the said William K Knight
and Peter G Bequent their Heirs Executors Adminis-
trators and assigns in Trust as aforesaid, in the Penal
Sum of Ten Thousand Dollars
In Witness Whereof the said Parties have hereunto
set their hands and seals the day and Year first
above Written

Signed Sealed and Delivered in
the Presence of — The words known by
the name of Eliza Knight on the second line
of the first page being first interlined & words
Eight hundred on first page —
R W Seymour.
Thos. Fell.

A Schedule of the Property both real and Personal
 conveyed in the Within Marriage Settlement By Eliza
 Brillatt, (Known by the name of Eliza Knight) and
 Augustus B. Buckner, To William K. Knight and Peter
 G. Bejant in Trust for the said Eliza Brillatt as
 aforesaid. A Two Story House and Lot with out
 houses situate lying and being in Market Street
 Continued formerly Parsonage Lane in the City of Charleston
 measuring and containing in front on said Street Twenty
 feet, and in depth from North to South Fifty Nine feet
 Six inches butting and bounding to the North on
 said Street, to the East on lands the property of Shaffer
 to the South on land belonging to Route and to the West
 on land belonging to Abraham Tobias, Together
 with all and singular the Houses out Houses,
 rights - Members Hereditaments and Appurtenances
 to the said Premises belonging or in any wise incident
 or Appertaining, Which said Premises were conveyed
 in a Deed of Trust from Jacob Meets to Thomas
 Knight, dated the Twenty Eighth day of November in
 the Year Eighteen Hundred & Twenty Seven, Four
 Negroes Named Jenny, Hagar, William, and Thomas
 Household Furniture Consisting as follows, one Side Board,
 one Sofa, ~~House~~ ^{Room} Carpets, one doz & half Chairs,
 two Barrows, & one Dressing Table one Wash Hand
 Stand, one Bedstead, four Mattresses two ^{sp.} Pillows
 one set Bed Curtains, one Bed, Ten pair Sheets,
 Ten doz Pillow Cases, two Paraventions, one Crib, Eight
 Window blinds, two set Hand Irons, two Brass Stenders,
 one set Bed Steps, Six Quilts, one pair Canal Tables, one
 Breakfast Table, Glass Ware Consisting of Decanters
 Tumblers, Wine Glasses, Pitchers, & Fruit Glass, one
 set of Chimney Ornaments, two pair Candlesticks one
 doz Silver Spoons, one Silver Ladle, also Kitchen
 Furniture, Consisting of Dutch Ovens, Pots, Kettle,
 Grid Iron &c. also two hundred pieces of Ribbon, two
 hundred yards of Lace, seventy yards of Bobinet two
 hundred yards of Foulard Muslin, five pieces of Swiss
 Muslin, twelve yards each, eight pieces of Cambric
 twenty five each, twenty five pieces of Callico, eleven pieces
 Gingham, ten pieces of Furniture Callico, six pieces
 of Corcaison fourteen Corded shirts eight pieces of Striped
 Jeans, eight pieces of Linen, two hundred & fifty yds.

Silk, Two doz Gause Vails, Four doz Linen Cambric Handkerchiefs, Three pieces of Check, Eight pieces of Apron, Sixty Belt Ribbons, Eight doz pair of Stocking, Twelve doz of Silk Aitto, Twelve doz Gause Handkerchiefs, Twelve doz Handkerchiefs of different kinds, Four pieces of Sattin ~~Twenty~~ five Yards each, Four pieces of Flanen, Twelve pieces of Pavillion Gause, one piece of Pavillion Gause, one piece of Carpeting, Three pieces of Palmarine, one piece of Green Bazel, Eight doz pair of Kid Gloves, Eight pieces of Colcard Cambric, Ten pieces of Colcard Homespun, Twelve pieces of Homespun, Said Stock in trade Valued at one Thousand Dollars ~

In Witness Whereof the parties have hereunto set their hands and seals this first day of June in the Year of Our Lord one Thousand Eight Hundred and Thirty Three

Eliza Boillat / L S /

Signed, Sealed and Delivered
in the Presence of
R W Seymour
Thos Fell

Augustus B Buckner / L S /
William K Knight / L S /
P G Bequent / L S /

South Carolina

R W Seymour made oath that he saw Eliza Boillatt, Augustus B Buckner, W K Knight & P G Bequent Sign & Seal the above Schedule & that he with Thomas Fell Subscribed their names as Witnesses to the Same

Sworn to before me this
11th day of July 1833

Thos L Jones
Notary Public

Recorded 11th July 1833.

State of South Carolina }
Charleston District }

Personally appeared R W Seymour and made Oath that he saw the Within named Eliza Boillatt Augustus B Buckner, William K Knight and Peter G Bequent Sign and Seal this Deed as their Act and Deed for the uses and purposes therein mentioned and that he with Thos Fell Witnessed the execution thereof.
Sworn to before me this } Thos L Jones
Eleventh day of July 1833 } Notary Public

Recorded 11th July 1833

This Indenture, tripartate made on the twenty seventh day of May 1833 between John Tuten of St. Lukes Parish of the first part Sarah Slater, Spinster of the said Parish of the second part, and Doct. Alex. G. Verdie and Geo. Pope of St. Lukes Parish of the third part, Whereas a Marriage is intended to be shortly had, and solemnized by and between the said Mr. Tuten and Sarah Slater, and whereas the said Sarah Slater is possessed of a considerable personal Estate consisting of the following Negroes, viz: Clarissa, Abram and Maria, and it hath been agreed that the said John Tuten, should after their said intended Marriage had, receive & enjoy during the joint-lives of them, the said John Tuten and Sarah Slater the interest and profits of the said 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 Slater, notwithstanding the Coverture Nay this Indenture witnesseth that in pursuance of the before recited agreement and in consideration of the sum of Five Dollars to the said Sarah Slater in hand paid by the said A. G. Verdie and Geo. Pope the receipt whereof is hereby acknowledged, she the said Sarah Slater by and with the privacy, Consent and agreement of the said John Tuten, testified by his being made a party to and his sealing & delivery of these presents hath granted, bargained, sold, assigned, transferred, and set over and by these presents, doth grant, bargain, sell, assign, transfer, and set over, unto the said Alex. G. Verdie & George Pope, their Executors Administrators and assigns, all the said Negroes, Clarissa, Abraham and Maria, with their issue to have and to hold the said property unto the said A. G. Verdie and Geo. Pope, their Executors Administrators and 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 Slater and her assigns until the solemnization of the said Marriage and from and after the solemnization of said intended Marriage, then in trust, that they the said A. G. Verdie and George Pope, their Executors Administrators and assigns shall and do permit the said John Tuten during the joint-lives of the said John Tuten and Sarah Slater his intended wife, to have receive take & enjoy

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112. all the interest and profits of the said property to and for his own use and benefit, and from and after the decease of the said John Tutew, if the said Sarah Slater should survive him, in trust, that they the said A. F. Wendin and George Pope, their Executors Administrators & assigns, transfer and pay over and deliver all the said property to the said Sarah Slater, but if she die before him then under such person and persons, and at the time and times and in such part, and proportions manner and form as she the said Sarah Slater shall notwithstanding her Coverture by any writings or writings under her hands and seal attested by two or more credible witnesses or by her last will and Testament in writing duly executed direct limit or appoint—

In testimony whereof we have hereunto set our hands and seals this 27th May 1833—

In presence of
William Pope Senr.
Mary S. Pope
Thos. J. Young
South Carolina,
Beaufort District

Sarah Slater (L.S.)
John C. Tutew (L.S.)
Alex. F. Wendin (L.S.)
George Pope (L.S.)

Before me H. J. McCarthy a Justice of the Peace ⁱⁿ for the District aforesaid personally appeared Thos. J. Young, who deposes that he was present and saw the within named Sarah Slater, John C. Tutew Alex. F. Wendin & Geo. Pope, sign & seal, and as their act & deeds, deliver the within instrument of writing for the purposes within set forth, and that Wm. Pope Senr. & Mary S. Pope together with the this deponent signed their names as witnesses to the due Execution thereof—

Shewn to be before me
this 22nd day of June 1833

H. J. McCarthy (L.S.)

Thos. J. Young (L.S.)

Recorded 15th Aug. 1833

113. State of South Carolina *This Indenture Tripartite*
made the Second day of July in the year of our Lord one
Thousand eight hundred and thirty three & of American
Independence the fifty seventh - Between Henrietta Aiken
of the first part, George Edwards of the second part and
Robert Martin and William Aiken of the third part: Whereas
by divine permission a marriage is intended shortly to be
had and solemnized between the said George Edwards and
the said Henrietta Aiken, and upon the treaty of the said
intended marriage it was agreed upon by and between the
said George Edwards and Henrietta Aiken that previous to
the solemnization of the said marriage the said Henrietta
~~should~~ should assign and make over all and singular
her estate real and personal and all such choses in
action to which she hath right or is entitled, unto the said
Robert Martin and William Aiken their heirs, executors,
administrators and assigns upon the trusts and for the
intents and purposes herein after expressed and declared of
and concerning the same; Now this Indenture Witnesseth
that in consideration of the said intended marriage and
in pursuance and performance of the said hereinbefore
mentioned agreement on the part of the said George Edwards
and in consideration of the sum of Ten Dollars to the said
Henrietta Aiken in hand paid by the said Robert Martin
and William Aiken at and before the sealing and delivery
of these presents, the receipt whereof is hereby acknowledged
and for divers other good causes and considerations the
said Henrietta heretofore moving, She the said Henrietta
Aiken with the consent and approbation of the said George
Edwards testified by him being a party to and sealing and
delivering these presents hath granted, bargained, sold,
Aliened, Released, Conveyed and Confirmed and by these
presents doth grant bargain, sell, Alien, Release,
Convey and Confirm unto the said Robert Martin and
William Aiken their heirs and assigns All that
Capital House and Lot of Land, late the residence
of William Aiken Esquire deceased Situate, lying
and being in the Parish of St Philip without the City
of Charleston Putting and Bounding to the West on King
Street to the North on Ann Street, to the East on Lands
of J Parker, and to the South on another Lot next hereinaf-
ter mentioned, Also all that other Lot and double

Tenement adjoining the foregoing, ~~Putting and Bounding~~
 to the West on King Street, to the North on the Lot above
 mentioned, to the East on Land of John Parker and to
 the South on Land of Robert Lemehouse; Also all that
other Lot of Land and a House, Situate, lying and being in
the Parish of St Philip on Ann Street aforesaid, Putting
and Bounding to the North on Ann Street, to the East
on Lands of R B Gibbs, to the West on Land of J
Parker and to the South on Lands of James Elder;
Also all that other House and Lot of Land, Situate,
lying and being on King Street in the Parish aforesaid
now occupied by Elisha Carson, Putting and Bounding
to the West on King Street, to the East and South on Lands
of the said Elisha Carson and to the North on Lands
of Thomas Flemming; Also all that other House and
Lot of Land Situate, lying and being on King Street
in the Parish aforesaid, Occupied by Charles C Neal
Putting and Bounding to the East on King Street, to
the West on another Lot hereinafter mentioned, to the
South on Lands late of Rowland Rugley and to the
North on Lands of Weissenger; Also all that
other House and Lot Situate, lying and being on King
Street in the Parish aforesaid Occupied by J J Joseph
Putting and Bounding to the East on King Street, to the
West on another Lot hereinafter mentioned, to the North
on Lands of Blum and to the South on Lands
of Henry Geddes; Also all that other House and Lot
of Land, Situate, lying and being in the Same Parish
on St Philip Street Occupied by Mrs Kirkland
Putting and Bounding to the West on St Philip Street
to the East on the Lot hereinafter mentioned occupied by J J
Joseph, to the North on another Lot hereinafter mention
ed and to the South on Lands of Geddes;
Also all that other House and Lot now Occupied by
Mrs Parker Situate, lying and being on St Philip
Street in the Parish aforesaid, Putting and Bounding
to the South on the Lot last above mentioned, to the
West on St Philip Street, to the East on Land of Mrs
Blum, and to the North on Lands of J J Bulow;
Also all that other House and Lot of Land, Situate
lying and being on St Philip Street in the Parish aforesaid
late occupied by James Lynch, Putting and Bounding
to the West on St Philip Street, to the East on the Lot

115
116
Whereinbefore mentioned as occupied by Charles O'Neal, to the South on lands of J. B. Pulow and to the North on Lands of A. B. Wilson; Also all those three Lots of Land, Situate, lying and being on the South Side of Magazine Street in the City of Charleston, Putting and Bounding to the North on Magazine Street aforesaid, to the East on Land now or late of William Maryck, to the South on Land formerly of John Hume, and to the West on Land now or late of Neville, as the same were conveyed to the late William Aiken by Ralph Griffith, Thomas J. Griffith and Edward Griffith by three several Deeds bearing date respectively the Twenty third day of February Anno Domini one Thousand Eight Hundred and Twenty; the Twelfth day of November one Thousand Eight Hundred and twenty one; and the twelfth day of March one Thousand Eight Hundred and Twenty three, each and every of the said Lots of Land having such dimensions, Shape and Contents as in the title deeds thereof are respectively called for; Also all that other Lot, piece or parcel of Land, Situate lying and being in Wraggston: - gh in St. Philip's Parish measuring and Containing on the North Line forty nine feet nine inches, on the East line one hundred and forty four feet four inches, on the South Line fifty feet, and on the West Line one hundred and forty three feet; Putting and Bounding to the North on John Street, to the East on the Lot of which this was formerly a part now or lately held by Elizabeth Wragg, to the South on Land of William Sims, and to the West on Land of Mrs. Arthur, as the same was conveyed by John Lingard Hunter administrator with Will annexed of Mrs. Violetta Wyatt to William and Henrietta Aiken by a Deed bearing date the Sixth day of March one Thousand eight hundred and thirty two; Also all those sixteen Lots of Land, Situate, lying and being in the City of Charleston, known in the plan of Lingard's Lands as Number one (N^o 1), Two (N^o 2), Three (N^o 3), Four (N^o 4), Five (N^o 5), Twenty Eight (N^o 28), Twenty Nine (N^o 29), Thirty (N^o 30), Twenty Seven (N^o 27), Twenty Six (N^o 26), Twenty five (N^o 25), Twenty four (N^o 24), Twenty three (N^o 23), Twenty two (N^o 22), Thirty one (N^o 31), Thirty two (N^o 32), as the same were conveyed

116 by the said John L Hunter administrator as aforesaid
to the said Henrietta and William Aiken, by and
bearing the same date last aforesaid, and having such
form, dimensions and contents as by the said deed
and Plat thereunto annexed, reference being thereunto
had, will more fully and at large appear, together
with all Houses, Outhouses, buildings, easements, privi-
leges and appurtenances whatsoever to the said several
hereditaments and premises hereinbefore respectively
described and mentioned, belonging or in any wise
appertaining or therewith respectively held, used or
occupied for deemed, known or reputed as part, parcel
or member thereof or any part thereof: And the Remainder
and Remainders, rents, issues and profits of all and
singular the said premises; And all the estate, right,
title interest, use, trust, claim and demand whatsoever,
both at Law and in equity of her the said Henrietta
Aiken, of, in or out of the said premises and every or any
part or parcel thereof; To Have and to Hold all
and singular the said premises and appurtenances unto
the said Robert Martin and William Aiken their
Heirs and assigns, to the use of them the said William
Aiken and Robert Martin their Heirs and assigns
forever; In Trust nevertheless to and for the several
uses, intents and purposes and with, under and
subject to the several powers, provisions, limitations,
declarations, and agreements as are hereinafter expressed
and declared: And this Indenture further Witnesseth
that the said Henrietta for the like Causes and Considerations
as are above set forth her therewith moving and with the like
assent of the said George Edwards testified as aforesaid
and in further Consideration of the Sum of Ten Dollars
to her paid by the said Robert Martin and William
Aiken, the Receipt Whereof is hereby acknowledged
Hath granted, bargained, sold, assigned, transferred
and set over, and by their present, doth grant,
bargain, sell, and deliver, assign, transfer and set
over unto the said Robert Martin and William Aiken
their executors, administrators and assigns All that
Leasehold House and Lot Situate, lying and being
in the Parish of St Philip at the Corner of King and
Ann Streets, Butting and bounding to the West
on King Street, to the South on Ann Street, to the East

and to the North on , and all the right, title, interest and estate therein of William Aiken deceased his executors and Administrators in virtue of an Indenture of demise between Elizabeth Wragg of the first part and the said William Aiken of the second part bearing date the first day of May which was in the year of Our Lord one Thousand, Eight hundred and eighteen; Also the following fifteen Slaves with the future increase and issue of the female, to wit Jacob, Edwin, Janiary, March, Cyrus, Cora, Emma, January, Elzira, Caroline, Peggy, Jacob, Rose, Charlotte and Mingo; also the following debt, Securities, and Chans in action that is to say the Bond of Henry Dead upon which a judgement has been recovered and is of record in the Court of Common Pleas for Charleston District bearing date the upon which is due the sum of eleven Thousand Dollars and interest Also the Bond of William E. Pledger bearing date April 1 1829 with condition to pay fourteen Thousand six hundred and forty dollars, twenty eight cents to William Aiken together with a Mortgage to Secure the Same executed to William Aiken and bearing date April 5th 1832 and assigned to said Henrietta; Also the Bond of John A. Alston on which is due the Sum of Two Thousand two hundred and forty one Dollars and Interest together with a Mortgage duly executed to Secure the Same; Also the Bond of John Middleton with Condition to pay Six Thousand one hundred and forty eight Dollars 78 Cents and Interest together with a Mortgage duly executed to Secure the Same; Also the Bond of N. Charleston with Condition to pay Fifteen hundred Dollars and Interest together with a Mortgage duly executed to Secure the Same; Also the Bond of Horist, Armstrong and Simons with Condition to pay Three Thousand one hundred and thirty eight Dollars together with a Mortgage duly executed to Secure the Same; Also the Bond of John Doby with Condition to pay Three Thousand, Seven hundred and Sixty three Dollars 95 Cents and Interest, together with a Mortgage duly executed to Secure the Same; Also the Bond of Edward Barnwell with Condition to pay Five Thousand Dollars and Interest together with that portion of the Mortgage duly executed which has been assigned to Secure the Same; Also the Note of Miss Elliott for Four hundred and Ninety Dollars;

Also all moneys due and owing upon each and any
 of the Said Bonds and Notes respectively or by the Said
 persons respectively named at the day of the date of these
 presents, Whether upon the Said Notes and Bonds or otherwise,
 and all securities of any kind whatsoever which have
 been executed or procured to secure the Said Sums of
 Money respectively or any part thereof; Also one hundred
 and Sixty Six Shares in the Capital Stock of the Bank
 of the United States; Also Six hundred and Twenty
 one Shares in the Capital Stock of the Planters
 and Mechanics Bank of South Carolina; Also
 one hundred and Seventy five Shares in the Capital
 Stock of the Union Bank of South Carolina;
 Also Six Shares in the Capital Stock of the South
 Carolina Bank of South Carolina; Also Fifty Shares
 in the Capital Stock of the Union Insurance Company
 of South Carolina; Also Five thousand Dollars of
 Five per Cent Stock of the City of Charleston; Also
 Eighty three Shares in the Capital Stock of the Columbia
 Bridge Company; Also Eighty two Shares in the Capital
 Stock of the South Carolina Canal and Rail Road
 Company; Also all and singular the Household
 and other Furniture, Plate, Utensils, and Chattels
 of every description now being and remaining or used
 and in possession of her the Said Henrietta Aiken within the
 Mesuage or Tenements now occupied by her as her
 Residence on King Street aforesaid; And also all
 horses, Carriages and equipage of every description
 now used and enjoyed by her; And also all Jewels,
 Apparel and Paraphernalia whatsoever to her the Said
 Henrietta appertaining or used and enjoyed by her;
 And also all and singular other Chattels, goods, debts,
 Choses in action, and estate whatsoever which to her the
 Said Henrietta Aiken hath descended or come from the
 estate of her late husband William Aiken or to which
 she hath any right or title at the time of the Sealing and
 delivery of these presents; And also the Sum of Eighteen
 thousand Dollars in Cash; To Have and to Hold
 all and singular the Same unto them the Said Robert Martin
 and William Aiken their Executors, Administrators
 and assigns In Trust nevertheless to and for the Special
 uses intents and purposes, upon the Special trusts and
 with, under and Subject to the Special Powers, Limitations,

119 Declarations, and agreements, Hereafter Declared
and Agreed that is to Say In Trust for the Said
Henrietta Aiken her Heirs, executors, administrators,
and assigns according to the nature of the property until
the Said intended marriage shall be had, And from
and immediately after the Solemnization thereof then
In Trust from time to time to receive and collect the Rents,
Issues, and annual profit of the Said Hereditaments, and
the Dividends, Interest, or other income and Annual
produce of all and singular the other Premises and
Property and estate, thing and things Whatsoever herein-
before mentioned, And for and during the term of the
natural life of the Said Henrietta, And for her Separate
and exclusive use and behoof, not Subject in any
manner to the Debts, Contracts or engagements of the
Said George Edwards or of any other Husband of her
the Said Henrietta, and entirely free from his Control,
intermeddling or interference in any manner whatsoever,
And the Said Rents, Issues, Profits, Dividends, Interest,
income and annual produce from time to time to pay
into the hands of the Said Henrietta Aiken, or otherwise
to dispose of as she the Said Henrietta shall please and
think fit at her free Will and pleasure, and the receipts
of her the Said Henrietta shall to them the Said Trustees
be sufficient Discharges: And upon this further Trust
that they the Said Robert Martin and William Aiken and
their Heirs, Executors and Administrators, or the Heirs ex-
ecutors and Administrators of the Survivor of them shall and will
Convey, assign, assign, transfer, invest, deliver, order and
dispose of all and singular the Said Estates, real and
Personal, Premises, thing and things Whatsoever herein-
before mentioned And of every or any part or parcel
thereof to such person and persons in such manner and
form, and to and for such uses, intents and purposes as she
the Said Henrietta Aiken notwithstanding her Coverture and
as if she were a feme sole shall by any Act or Acts, deed or deeds
in Writing or by her last Will & Testament in Writing duly
executed direct, limit or appoint, and for default of such
order, direction or appointment then in Trust for the Heirs, Executors
administrators and assigns of the Said Henrietta Aiken according
to the nature of the property, And it is hereby declared & agreed,
and it shall and may be lawful to and for the Said Robert
Martin and Wm. Aiken and the Survivor of them and the Heirs,

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120 Executor, administrator and assigns of such Survivor at any time hereafter with the Consent and approbation of the said Henrietta Aiken whether Court or Sole, testified by any Writing under her hand to invest the said Sum of Eighteen Thousand Dollars above mentioned or any other moneys belonging to her the said Henrietta in the names of them the said Trustees in any Stock or Securities, or to make Loan thereof to any person or persons upon the Note or Bond of such person or persons, Secured or not Secured as the said Henrietta Aiken may Chose to have it, and it is expressly declared and agreed that the said Robert Martin and William Aiken or either of them, their or either of their Heirs, executors or administrators shall by no manner of means be held responsible for such investment or for the Solvency or proper Conduct of the person or persons to whom any such moneys shall be loaned, or for the final recovery of any Bond or Notes to be taken as aforesaid, but the said Henrietta Aiken shall be the Sole and exclusive judge of the propriety of such investment or Loan and her Consent or direction in Writing shall be final and Conclusive in all respects. And it is hereby further declared and agreed and it shall and may be lawful to and for the said William Aiken and Robert Martin and the Survivor of them and the Heirs, executors, administrators and assigns of such Survivor from time to time and at all times hereafter during the life time of the said Henrietta Aiken and with her Consent and approbation testified to them or the Survivor of them or their representatives under her own hand to make Sale, transfer or dispose of the said Several Premises hereinbefore mentioned every and any part thereof, and with such Consent and approbation testified as aforesaid to lay Out and invest the money to arise by any such Sale and transfer, and also all such moneys as shall be received on the several Debts and Choses in Action above mentioned and also all other Trust moneys when and as the same shall be received or got in or any part thereof respectively in the names or name of them the said Robert Martin and William Aiken or the Survivor of them or the Heirs, executors, administrators or assigns of such Survivor in the purchase of Other Lands, Tenements and Hereditaments or in the Public Stocks or Funds, or in Other Securities Real or Personal of a

121 Sufficient Value to be from time to time in like manner
allowed, Varied, Sold, transferred and disposed of
When and as often as occasion Shall require. And
the Said Trustee, and their Representatives Shall Stand
Seized and Possessed of and interested in Such New
Hereditaments, Stocks, Funds, Securities and Property
and the rents, issues, interest Dividends, and Annual
Produce thereof and of every part thereof Respectively upon
Such and the Same Trusts and for Such and the Same
ends, intents and purposes as are hereinbefore express-
ed and declared; or as near thereto as Circumstances
Will admit of. And in case of any Sale, transfer or
Disposition to be made as aforesaid by the Said Trustees
or their Representatives, the receipt or receipts of the Said
Trustees or the Survivor of them or his legal Representa-
tives Shall be a Sufficient Discharge to any Purchaser
or purchasers for so much of the purchase money as shall
be therein expressed to be received: And Such Purchaser
or purchasers shall not afterwards be answerable for
any loss, Misapplication or non Application of Such
Purchase Money or any part thereof, When any of the
Said Premises shall be Sold for a Valuable Considera-
tion and such proper receipt shall be Signed and given
for the purchase money as aforesaid. And is further De-
clared and agreed that if the Said Robert Martin
and William Aiken or either of them or any Succeeding
Trustee or Trustees to be nominated in their or either
of their Stead as hereinafter is mentioned, shall Aver-
ring the Continuance of any of the aforesaid trusts happen
to die or desire to be discharged from the Said trusts,
or refuse to act in the execution of the Same, or in case
the Said Robert Martin or William Aiken shall desire
to join with him or them any additional Trustee
or Trustees to assist in the Discharge of the Said
Trusts, therein the last mentioned case, it shall be lawful
for the Said Robt. Martin and William Aiken or either
of them, and in all other Cases, it shall and may be lawful
to and for the Said Trustee or the remaining one or other of
them or the heirs, Executors or administrators of the survivors
of them by any Instrument of Writing under their or his Hands
and Seal attested by two or more Credible Witnesses from time
to time and as often as by the desire of the Said Robt. Martin
or William Aiken or by the Death, resignation or refusal

122. to act of the Said Trusts or any of them it shall be necessary or requisite, by and with the Consent in Writing of the Said Henrietta Aiken, to nominate and appoint any other person or persons to be a Trustee or Trustees for the the purposes aforesaid, or in the stead or place of the Trustee or Trustees, so dying, desiring to be discharged or refusing to act as aforesaid, and upon such nomination and appointment the said newly appointed Trustee or Trustees shall be and become seized, possessed of and interested in all and singular the said Trust Property in the same or the like manner as the Trustee or Trustees then before acting, And after such nomination and appointment all such acts, deeds, matters and things shall be done, executed and performed as shall be necessary or advisable for vesting all such Trust Property as well in the remaining Trustee or Trustees who shall be willing to act, as in such new Trustee or Trustees upon the same Trusts and for the same intents and purposes as are hereinbefore expressed and ~~declared~~ declared of and concerning the same respectively or as near thereto as may be. Provided Always that the Said Robert Martin and William Aiken and such new Trustee or Trustees as aforesaid and each and every of them and the executors, heirs, administrators and assigns of each and every of them shall be chargeable only for such moneys as they shall respectively actually receive, and any one or more of them shall not be accountable for the other or others of them, but each and every for his own acts, receipts or defaults only; neither shall they or either of them be answerable for the insufficiency or deficiency of any Security or Securities, Stocks, or Funds, in or upon which the said Trust moneys, or any part thereof may be placed out or invested, nor for any other loss, misfortune or damage which may happen in the execution of any of the aforesaid Trusts or in relation thereto, unless the same shall happen by or through their own wilful defaults respectively. And also that they the Said Trusts and each and every of them shall and may with and out of such moneys as shall come to their respective hands by virtue of the aforesaid Trusts reimburse himself and themselves respectively and also pay or allow to his or their Co-trustees all such Costs, Charges, Damages and

123 expences which they or any of them shall or may
suffer, expend, disburse or be put unto in the execution
of any of the said trusts or in relation thereto. And
the said George Edwards for himself his heirs, execu-
tors and administrators doth covenant, promise,
grant and agree to and with the said Robert Martin
and William Aiken and the survivor of them and
the heirs, executors and administrators of such
survivor and he and their assigns or successors in
the trusts aforesaid by their presents in manner follo-
wing, that is to say that if the said intended marriage
shall take effect that he the said George Edwards
shall and will permit and suffer the said Hen-
rietta Aiken to give, grant and dispose of her said
separate estate as she shall think fit in her life
time and to make such will or other writing as
aforesaid and thereby to give, order, devise, permit
and appoint all and singular her said separate
estate to any person or persons for any trust, use,
intent or purpose whatsoever; and that he the said
George Edwards shall and will permit and suffer
such will hereafter to be made by the said Henrietta
to be proved in such form as is usual, and that
the person or persons to whom any part of the said
trust estate shall be given or appointed as aforesaid
shall and lawfully may peaceably have, hold,
possess and enjoy the same according to the true
meaning of any instrument of writing executed as is
heretofore provided, without any let, denial, hind-
erance, or interruption of or by the said George Edwards
his heirs, executors, administrators or assigns
or any of them: And also that the said Trustees
or either of them or their or either of their representatives
at any time from and after the solemnization of the
said marriage may commence any action or suit in
law or equity in the name or names of the said George
and Henrietta against any person or persons for the recovery
of any sum or sums of money due or to grow due to the
said Henrietta as aforesaid; and that he the said
George will avow, justify and maintain all such
lawful actions and suits and will from time to
time and at all times from and after the solemnization
of the said marriage upon every reasonable request and

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1214 at the proper Costs and Charges of the Said Trust Estate,
make, do and execute all and every such further Act
and Acts, thing and things for more fully carrying into
effect the true intent and meaning of their presents as
by the Said Trustee or either of them or their legal
Representatives, or the legal Representatives of the Survivor
of them or their or any of their Counsel learned in the
Law shall be Reasonably Advised or advised or required.
In Witness Whereof the said Parties have hereunto
interchangeably Set their Hands and Seals the Day
and Year first above Written.

Sealed and delivered }
in presence of }
John Halls Walker
William Boyd.

Robert Martin. (L.S.)
Henrietta Aiken. (L.S.)
George Edwards. (L.S.)
William Aiken (L.S.)

State of South Carolina

Personally appeared before me
John H. Walker and made Oath that he saw Robert
Martin, Henrietta Aiken, & George Edwards Sign
Seal and deliver this Instrument of Writing and that
he with William Boyd Witnessed the Same
Sworn to before me.

this 22nd August 1833.

James Kingman

Not. Pub.

Recorded 22 August 1833.

The State of South Carolina
Charleston District

Know all Men by these presents
Whereas a Marriage is shortly intended to be had and
solemnized by and between David Haig & Isabella
Brown of Charleston in the District & State aforesaid,
and whereas the said David Haig is desirous of securing
and making safe all such property both real and personal
to which the said Isabella Brown, is now or may hereafter
be entitled, for such uses intents & purposes, as and hereinafter
expressed, and whereas the said Isabella Brown is coheir
(with her Brothers & Sisters of her Mother is entitled to certain
articles of furniture) as described in the Schedule hereunto
annexed) and also under the Will of her Father Mr. Brown,
and an amicable partition by and between herself

and Sisters, Jane Parley Brown and Susannah Brown, executed on the fifth day of October Instant is entitled to Certain Negro Slaves, to wit, Sukey, Edward & Matilda, and the issue of the females as her own absolute and sole property. Now know all Men by these presents, that We the Said David Haig and Isabella Brown for, and in Consideration of the aforesaid intended Marriages and of the Love and affection subsisting between us, and also the Consideration of the sum of One Dollar to us in hand paid at and before the sealing and delivery of these presents (the Receipt Whereof is hereby Acknowledged) by James Haig and John Brown of Charleston aforesaid - Have Granted bargained and Sold and by these presents Do Grant, Bargain, Sell Transfer Set over and Deliver unto the Said, James Haig and John Brown the above mentioned Furniture and Slaves - together with the future Issue and increase of the latter, And Whereas also the Said Isabella Brown may now or hereafter be entitled to other Property, both Real and Personal by Acquire, inheritance or otherwise of which she is not now in Possession, We the Said David Haig and Isabella Brown for the Considerations aforesaid do also grant, Bargain, Sell, Transfer, Set over and Deliver unto the aforesaid James Haig and John Brown, the Said last mentioned Property, not now in Possession, but in expectancy, To Have and to hold all, and Singular the aforesaid Property, Real and Personal, in Possession or in expectancy, unto them the Said James Haig and John Brown, their Heirs, Executors, Administrators and Assigns forever - In Trust, Always, Nevertheless, To and for the following uses trusts and purposes, That is to Say - In Trust, for the sole use and benefit and behoof of the Said Isabella Brown, and under her own Control for and during term of her Natural life, free from and in no wise liable for the Debts, Engagements and Contracts of the Said David Haig, In Trust, also upon the death of the Said Isabella Brown, leaving lawfully begotten issue, then for the benefit use and behoof of such issue share, and share alike, absolutely & forever freed and discharged from all further uses & trusts whatever, and lastly in Trust, upon the death of either the Said David Haig or the Said Isabella Brown, for the sole use, benefit and behoof of the survivor, his or her Heirs,

26 Executors, administrators and assigns, absolutely
and forever freed and discharged, from all further
uses and Trusts, whatever, It being always understood
and it is hereby declared to be a part and the true
intent and meaning of this deed, Notwithstanding the
uses and Trusts therein declared, that it shall and
may be lawful at all times to and for the said Isabella
Brown Notwithstanding her intended Coverture, under her
hand and seal and with the written concurrence of
one or both of the above named Trustees, to sell and
dispose of any or all the aforesaid property, and the
proceeds of said Sale or Sales to use and apply at her
own pleasure and discretion, the same to be in nowise
subject to the debt or liabilities of her Husband, David
Haig and also for her to appoint and substitute one or
more Trustees whenever advisable — In Witness
whereof we have hereunto set our hands & seals
at Charleston aforesaid this Eleventh day of October
One thousand Eight hundred and thirty three, and
in the Fifty Eighth Year of American Independence,
Signed, Sealed, Executed
and delivered in presence of

Julius D. Petsoh

David Haig (L.S.)

George Haig

Isabella Brown (L.S.)

John Haig

We do hereby accept of the foregoing Trusts —

Charleston 11th Oct. 1833

Witness

James Haig

John Haig

John Brown

State of South Carolina

When

Personally appeared before me

~~David~~ Haig and made Oath that he saw David Haig,
Isabella Brown, James Haig and John Brown, sign, seal

and deliver this Instrument of Writing, and that he with
Julius D. Petsoh and ~~George~~ Haig witnessed the same —

Sworn to before me

this 14th Oct. 1833

James Kingman

Not. Pub. & M.

Recorded 14th Oct. 1833

South Carolina }
 Beaufort District } This Indenture tripartite, made the
 tenth day of September in the Year of Our Lord, One Thousand
 Eight Hundred and Thirty three, between Adeline Sarah
 Graham of the first Part, James Albert Strothart of the
 Second Part and John H. Hogg and Jacob Strothart of
 the third Part—

Whereas, a Marriage by Gods Permission
 is intended to be shortly had and solemnized between the
 said James Strothart and the said Adeline Sarah Gra-
 ham and Whereas, the late John Graham, the Father of the
 said, Adeline Sarah Graham, by his last Will and
 Testament did devise and bequeath to his said Daughter
 as follows— To Wit. "I give to my beloved Wife Ann
 B. Graham, all my Household, (and Kitchen Furniture,
 my Carriage and Carriage Horses, the Plantation House
 wherein I reside, and the Lot of Land, thereto Attach-
 ed containing One Hundred and Ninety Six Acres, and
 my House and Lot in the Village of Grahamville— all
 which I give her for and during her natural life, and after
 her death I give the abovementioned Property to my beloved
 Children of Adeline S. Selina A. Julia L. and
 William John, to be equally divided between them, Share
 and Share alike, The Rest and balance of my Real
 Estate, I give to my Children Adeline S. Selina A.
 Julia L. and William John, to them and their heirs
 forever, to be Equally divided between them, Share and
 Share alike, I give all my Negroes to my Wife
 Ann B. and to my daughters Adeline S. Selina A. and
 Julia L. to be Equally divided between them. I give
 my Stock of Horses, Except my Carriage Horses (which
 I have already given to my Wife) Cattle, Sheep and
 Hogs, to my Wife and Children Adeline S. Selina
 A. Julia L. and William John, to be equally divided
 between them, Share and Share alike, And Whereas
 the said John Graham did Seized and Possessed
 of the following Estate Real and Personal, To Wit
 a Plantation or Tract of Land Situate, lying and being
 in the Parish of St. Luke, in the District and State
 aforesaid on the Cuhaw, containing about Five Hundred
 Acres; also Another Tract of Land, Situate, lying
 and being near the Village of Grahamville in the

Parish
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128 Parish aforesaid Containing about Three Hundred & fifty
Acres, Also another Tract of Land Situate lying and
being in the Parish Aforesaid on the Okechee, Containing
about One Hundred and sixty Acres, also a House & Lot
in the aforesaid Village of Grahamville, a Stock of Horses,
Hogs, Sheep and Cattle and the following Negro Slaves
To Wit, Henry, Amy, Jimmy, Sally, Isaac, Cesar, Peter,
Stephen, Prophet, Silvia, Affy, March, Lang, Larry,
Joe, Mary, Monday, Judy, Mike, Betty, Sarah,
Savinia, Sophy, Sam, Allen, Pleasant, Dennis,
Cammiluz, Rosena, Mary, Charlotte, Lib, Charles,
Cathrina, Dianna, Shadrach, Pinah, Molly, Sally,
Will, Suber, Pinah, Phillis, David, Stephen, Henry, Mary,
Lucy, Louisa, ^{Mrs} Old, Aleck, Aleck, Joe, Judy, Solomon,
Elizabeth, Unity, Paul, Gabriel, Pacchus, Amelia,
Ond, Venus, Charles, George, Peter, Billy, Sam, Betty, Bella,
Cecilia, Renty, Rachael, Renty, Eliza, Paris, Patrick,
Richard, Margant, Ben, Will, Dick, Pegg, Judy and
Chloe, — And where as upon the treaty of the Said inten-
ded marriage between the Said James, Albert Strothart,
and the Said Adeline Sarah Graham, it hath been,
and is agreed, by and between the Parties to these Presents,
that all the Estate, Property, and, interest, of Whatsoever
Kind or nature, So devised and bequeathed as afore-
said to the Said Adeline Sarah Graham by her Said
Father the late John Graham Should be Conveyed,
transferred, Settled and Secured firmly and Effi-
ciously to the uses, intents and Purposes Thereinafter
mentioned Expressed, and declared, of, and Concern-
ing the Same. Now Therefore These Presents
Witness that in Pursuance of the agreement aforesaid,
in Consideration thereof and of the aforesaid intended
marriage, and in further Consideration of the Sum of
Five Dollars to the Said Adeline Sarah Graham
in hand paid, by the Said John H. Hogg, and
Jacob Strothart at, and, before the Sealing and
Delivery of these Presents, (The receipt Whereof is
hereby Acknowledged), The Said, Adeline Sarah
Graham, by, and with the Consent of the Said James
Albert Strothart, Signified by her being a Party to these
Presents. — Hath granted, bargained, sold, and Released,
and by, these Presents, Doth grant, bargain, Sell and
Release unto the Said John H. Hogg, and Jacob Strothart

or the Survivor of them, and the Heirs, Executors, and Administrators, and assigns of Such Survivor all the Portion or Estate, Real, and Personal, So devised and bequeathed to her as aforesaid by her Said Father the late John Graham, To Have and to Hold, the ~~Said~~ Same unto the Said John Hogg, and Jacob Strobhart and the Survivor of them, and the Heirs, Executors, Administrators and assigns of Such Survivor. In Trust Nevertheless to, for, and upon, the Several uses, intents and Purposes herein after mentioned, and to, and for, no Other use, intent or Purpose, Whatsoever, That is to say In Trust, that they, the Said John Hogg, and Jacob Strobhart, the Survivor of them, and the Heirs, Executors and administrators of Such Survivor, Shall Well and truly Suffer and Permit the Said James Albert Strobhart to have the management, Direction, and Control of all the Said Property, Real and Personal, and to receive the Rents and issues, labour and Services thereof, for the joint use, benefit and Support of the Said James Albert Strobhart and the Said Adeline Sarah Graham, his intended Wife, for and during the term of their joint lives, (but the Same to be in no wise Subject to the present, or future debts of the Said James Albert Strobhart) and from, and immediately after the death of the Said James Albert Strobhart, In Case he Should die before the Said Adeline Sarah Graham his intended Wife, leaving no issue of his Marriage with her, alive at the time of his death (or if he Should leave Such issue all of Whom Should die in the life time of the Said Adeline Sarah Graham, — under age, unmarried and without issue) then, and in Such Case, In Trust to, and for the use, benefit and behoof of the Said Adeline Sarah Graham, her Heirs, Executors, Administrators and assigns forever, free and discharged of and from all further and Other Trusts. Whatsoever; But in Case, the Said James Albert Strobhart Should die in the life time of the Said Adeline Sarah Graham his intended Wife, leaving issue of his Marriage with her alive at the time of his death, then from, and immediately after the death of the Said James Albert Strobhart, In Trust to and for the use, benefit and behoof of the Said Adeline Sarah Graham, for, and during the term of her natural life, and from and immediately after her

130 Death, In Trust to and for the use, benefit and behoof of the Said issue, to be divided Among & between the Said issue if more than one, Share and Share alike, and the Share of each Child to be delivered to him or her upon his or her Arriving at the age of Twenty one Years, or Marriage, free and discharged of and from all Other and further trusts, Whatsoever. But in Case the Said Adeline Sarah Graham Should die in the life time of the Said James Albert Strothart, leaving ~~no~~ issue of her body alive at the time of her Death (or if she Should leave Such issue all of Whom Should die in the life time of the Said James Albert Strothart - under age - unmarried and without issue) Then, and in Such Case, In Trust to, and for the use, benefit and behoof of the Said James Albert Strothart, his Heirs, Executors, Administrators and Assigns forever, free and discharged of, and from all further and other, trusts Whatsoever. But in Case the Said Adeline Sarah Graham Should die in the life time of the Said James Albert Strothart leaving issue of her body alive at the time of her Death, then from and immediately after the Death of the Said Adeline Sarah Graham - In Trust to Suffer and Permit the Said James Albert Strothart to retain the Possession, Management and Control of the Said Property, and to Receive the Rents and Issues, labour and Services thereof, for and during the term of his natural life, and from and immediately after the Death of the Said James Albert Strothart, then In Trust for the use, benefit and behoof of the Issue aforesaid. to be divided Among and between the Said issue if more than one, Share and Share alike, and the Share of Each Child to be delivered to him or her, upon his or her Arriving at the age of Twenty one Years or Marriage, free and discharged of, and from all Other and further Trusts Whatsoever. Provided Always Nevertheless, and it is the true intent and meaning of their Wills that the Said James Albert Strothart shall have full Power and Authority at his Will and Pleasure to Sell all or any Part of the Estate hereby Settled, and Secured, and it shall be the Duty of the Said Trustees John H. Hogg and Jacob Strothart, the Survivors of them or their Successors in Office to Execute good and Sufficient Conveyances for the Same and the

131 Said James Albert Strobhart doth hereby Covenant,
 Promise, and agree to, and With the Said Trustees
 the Survivors of them or their Successors in Office to Subs-
 titute Other Property of Equal Value With the Property
 So Sold and Conveyed, Which Said Property So Substituted
 Shall be Subject to all the Trusts and Limitations
 of this Deed. In Witness Whereof the Parties to
 these Presents have hereunto Set their hands and Affixed
 their Seals the Day and Year Above Written. *in*
 Signed, Sealed and Delivered *By* Adeline Graham (L.S.)
in the Presence of James A Strobhart (L.S.)
 S. J. Tillinghast John H Hogg. (L.S.)
 Josiah Beck. Jacob Strobhart (L.S.)

South Carolina
 Beaufort District }
 St. Luke's Parish } Personally appeared before me
 Josiah Beck, Who being duly Sworn, maketh Oath
 and Says, That He Saw the Within named Parties to this
 Instrument Sign and Seal it as their Voluntary and
 Proper Act, and that He With the Within named
 S. J. Tillinghast Signed their names as
 Witnesses thereto. Josiah Beck

Sworn to before me this 23rd day
 of September 1833
 A. J. M. Carthy (L.S.)
 J. W.

Recorded 30th October 1833.

The State of South Carolina. This Indenture of
 three parts, made on the twenty second day of October in the
 year of our Lord one thousand eight hundred and thirty three
 Between John Warren Vinro of the first part, Eliza Torry
 widow of the second part, and Samuel Doyle of the third part
 all the parties aforesaid of the City of Charleston in the State aforesaid
 Whereas the said Eliza Torry is seized to her and her heirs for
 ever of all that messuage or tenement, Situate lying and being
 in the City of Charleston aforesaid, in Meeting Street and known
 by the number five (5) and measuring and containing one hun-
 dred and five feet in depth, and thirty three feet (33) in Width
 And Whereas the said Eliza Torry is also in possession

in her own right of six negro slaves, to wit Hannah Betsy
 Jacob James and Chucky. And whereas a marriage is intended
 to be shortly had and solemnized between the said John Warren
 Vinno and the said Eliza Torry upon the contract of which marriage the
 said John Warren Vinno hath agreed that if the same shall take
 effect, that then notwithstanding the said marriage he the said John
 Warren Vinno his Executors administrators or assigns shall not, nor
 will intermeddle with or have any right title or interest either in Law or
 equity in or to any part of the said premises or to the rents issues or pro-
 fits thereof, nor to any of the said negroes, or the future issue and increase
 of the females, nor to the hire and wages which shall or may from time
 to time accrue on the said negroes, but the same shall remain con-
 tinue and be to the said Eliza Torry, or to such uses as the said
 Eliza Torry shall think fit and appoint. Now this Indenture wit-
 nesses, that for the making the said agreement effectual in ^{the Law} and
 for the preserving the said messuage or tenement and the rents of the
 same, as well as the said negro slaves and the future issue and
 increase of the females, and the hire and wages of the same to and for
 the separate use of the said Eliza Torry and so that the same shall
 not be in the power or disposal of the said John Warren Vinno or be at
 all liable for any of his debts, contracts or liabilities, he the said John
 Warren Vinno doth for himself his Executors and administrators and for
 every of them covenant promise and agree to and with the said
 Samuel Seyle his Executors and administrators, by these presents
 that notwithstanding the said intended marriage shall take
 effect, all the messuage or tenement aforesaid with the rents and profits
 as aforesaid, and the negro slaves with the future issue and increase
 of the females and the wages and hire as aforesaid, both rents and
 wages which shall from time to time become due and payable to her
 the said Eliza Torry, shall be accounted reckoned and taken as
 a separate and distinct estate of and from the estate of him the said
 John Warren Vinno and to no ways liable or subject to him, or to the pay-
 ment of any of his debts, but the same shall be ordered disposed and
 employed to such person and persons and to and for such use and uses
 in ^{interest} trusts and purposes and in such manner and form as is hereinafter
 mentioned and declared, that is to say, that all the said separate
 and distinct estate before declared and allotted for the said Eliza
 Torry as aforesaid and the produce and increase thereof shall be
 had taken held and possessed and enjoyed by such person and per-
 sons and for such use and uses, as the said Eliza Torry shall at any
 time or times hereafter during her life limit devise or order or dispose
 of the same or any part thereof either by her last will and testament
 in writing or by any other writing whatsoever signed with her hand

in the presence of three or more credible witnesses. Unde the said John Warren Vinro doth for himself his heirs executors and administrators, contracts promise and agree to and with the said Samuel Style, his Executor and administrators by these presents in manner following, that is to say, that if the said intended marriage shall take effect that he the said John Warren Vinro shall and will permit and suffer the said Eliza Torry to give grant and dispose of her said separate estate as she shall think fit in her life time and to make such will or other writing as aforesaid and thereby to give order devise limit and appoint her said separate estate to any person or persons for any trust use intent or purpose whatsoever, and that he the said John Warren Vinro shall and will permit and suffer the said will of Eliza Torry to be duly proved by the Executors in such will named and probate of such will to be had and taken as is usual; and that the person or persons to whom the said Eliza Torry shall give or dispose any part of her said separate estate by her ~~last~~ will or any other writing that shall be signed and sealed and executed by her in the presence of three or more credible witnesses as aforesaid shall and lawfully may peaceably and quietly have hold occupy ~~and possess~~ and enjoy the same according to the true meaning of such gift devise or appointment without any ill denial hindrance or interruption of or by the said John Warren Vinro his Executors administrators or assigns or any of them. And it further covenanted and agreed by and between all the aforesaid parties by these presents, that if the said Eliza Torry should not in her life time dispose of the aforesaid property herein and hereby settled on her either by gift grant or devise or if any of it shall have remained in her possession at the time of her death undisposed of by her the said Eliza Torry, then and in that case the property whether real or personal so remaining undisposed of by the said Eliza Torry shall descend to such of her children as she shall leave surviving her whether by a former marriage or the one she is now about to enter into, share and share alike to them and their heirs forever. And it is further covenanted by the said John Warren Vinro, that he will at all times do and execute all such acts as may be necessary for the fully and completely carrying into execution & effect the foregoing settlement. Provided always the same be done at the cost and charge of the said Eliza Torry. And the said Eliza Torry by and with the consent and approbation of the said John Warren Vinro her intended husband and party hereto and for and in consideration of the sum of one dollar in hand paid the said Eliza Torry hath given granted bargained and sold and by these presents doth give grant bargain and sell and deliver to the said Samuel Style his Executors administrators and assigns, all and singular the said lot messuage or tenement herein before described and mentioned as well as the said negroes herein before named

with all the future issue and increase of the females. I, have and do to hold
the said messuage or tenement and negroes with the future issue and increase
of the females to him the said Samuel Doyle his Executors administrators
and assigns for ever in trust always for the proper benefit and behoof
of the said Eliza Torry her heirs Executors administrators and assigns and
subject to ^{the} covenants herein before mentioned. In Witness where of the parties
have hereunto set their hands and seals on the day and year first before written.

Signed sealed & Delivered

In the presence of
James T Burrows
Jas T Burges
John H Doyle

John Warren Vinro (S)
Eliza Torry (S)
Sam^l Doyle (S)

State of South Carolina

Personally appeared before me John H Doyle
and made oath that he saw John Warren Vinro Eliza Torry and Samuel
Doyle sign seal and deliver this instrument of writing, and that he
with James T Burrows and James T Burges witnessed the same
done to before me

the 2nd day Nov 1833

James Hingman

No Pub & 2. 26

Recorded 2 November 1833

The State of South Carolina

This Indenture made this
eighteenth day of September in the year of our Lord one thousand eight
hundred and thirty three between Sophia E Hughes of Prince Williams
Parish of the first part Edward R Henderson of St Bartholomews
Parish of the second part and John L Hunter and Daniel Henderson
(Trustees) of the third part. Witnesseth. That whereas, a marriage is
intended by Gods permission to be had and solemnized between the said
Sophia E Hughes and Edward R Henderson, and the said Sophia E
Hughes is seized and possessed of considerable real and personal estate
more particularly described and innumeraed in a Schedule forming a
part of this instrument, and the parties being desirous that the same should
settled and secured for the ^{use} and benefit of the said Sophia and her heirs
in manner and form following. That is to say, (at in consideration the said
intended marriage shall take effect and in consideration of the sum of
five dollars to her the said Sophia E Hughes in hand paid, the receipt
whereof is here ^{with} acknowledged) by the said John L Hunter and Daniel
Henderson Trustees - for the purposes hereafter expressed. She the
said Sophia E Hughes by and with the consent of the said Edward
R Henderson as is signified by his being a party to these presents

hath bargained sold and released transferred and delivered
 by these presents doth bargain sell release transfer and deliver
 unto the said John S Hunter and Daniel Henderson Trustees as
 aforesaid and their heirs executors and administrators and assigns
 and the survivors of them all and singular the lands tenements her-
 editaments and appurtenances as also all the negro slaves and the
 issue of such as are females in the aforesaid schedule described and
 named - to have and to hold the said real and personal estate
 with all the increase of the females aforesaid unto the said trustees
 John S Hunter and Daniel S Henderson and their legal represen-
 tatives their heirs executors administrators and assigns and the survivor
 or survivors of them aforesaid for the uses and purposes herein after
 expressed - That is to say In trust for the sole use benefit and behoof
 of the said Sophia E Hughes until the intended marriage shall
 take effect and from and immediately after the solemnization of
 the said marriage - In trust for the joint ^{use benefit & support} of the said Sophia
 E Hughes and Edward R Henderson at and in the event of the
 death of the said Sophia E Hughes having child or children of the
 said marriage living and the said Edward R Henderson sur-
 viving her then for the use and behoof of the said child or children
 and the said Edward R Henderson to be equally divided between
 them as tenants in common to them and their heirs and assigns for ever
 and in the event of the death of the said Sophia E Hughes having no issue
 living at her death of said marriage and said Edward R Henderson
 surviving then upon this further trust - that is to say one half of the said
 real and personal estate for the use benefit and behoof of Edward R
 Henderson and his heirs and assigns forever - free from all trusts
 and limitations whatsoever; and the remaining half thereof subject
 to the power of the said Sophia E Hughes notwithstanding her covenant
 to dispose of the same or any part thereof to any person or persons
 and in such manner and upon such terms as the said Sophia E
 Hughes by her last will legally and duly executed may direct and
 appoint and in case of failure or default of the will aforesaid, then
 in trust for the use benefit and behoof of Eliza Strampton wife
 of William Strampton Esquire and Sophia Hunter and William
 A Hunter children of John S and Sarah E Hunter to be equally
 divided among them as tenants in common to them and their heirs
 and assigns forever. And in case the said Eliza Strampton Sophia
 S Hunter and William A Hunter or either of them should die before
 the aforesaid remainder or remainder would vest in them or either
 of them without leaving lawful ^{living} issue at the time the remainder or remain-
 der aforesaid would take effect, then his her or their share or shares in
 trust for the use benefit and behoof of such lawful issue of the said

parties

and the issue of their marriage during the joint lives of the said Sophia E Hughes & Edward R
 Henderson.

Sarah E Hunter as she may have living at the time - But in the event of her said Elizabeth Frampton, Sophia E and William A Hunter or either of them departing this life and leaving lawful issue at the time the remainder or remainders would or might take effect then his her or their share or shares in trust for his her or their said issue - And upon this further trust that in case the said Sophia E Hughes should survive the said Edward R Henderson then all and singular the real and personal estate ^{in the} ~~of the~~ aforesaid schedule for the sole use benefit and behoof of the said Sophia E Hughes her heirs administrators executors and assigns free and discharged from all debts uses trusts and limitations for ever - And lastly upon this further trust that the aforesaid trustees John L Hunter and Daniel S Henderson will permit and allow the said Edward R Henderson to have the sole management and controul of the aforesaid real & personal estate and to receive the rents issues profits and emoluments, hire and labour of the same during their joint lives for the exclusive use benefit and behoof of him her them and their said issue, All of which is herewith agreed & covenanted upon as is signified by the hands and seals of the aforesaid parties being hereto annexed - In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals this eighteenth day of September in the year of our Lord one thousand eight hundred and thirty three as above written -

Signed sealed and delivered in the presence of interlineations at lines 9. 16. 35. being first inserted viz the words "marriage" their heirs administrators administrators and assigns and the survivor & survivors of them" also or either of them" J Campbell. L W McVint. P Witsell.

Sophia E Hughes ES
Edward R Henderson ES
John L Hunter ES
Daniel S Henderson ES

South Carolina

Colleton District } Personally appeared before me Arch Campbell who being sworn says that he was present with L W McVint & Paul Witsell and saw the within named Sophia E Hughes Edward R Henderson John L Hunter and Dan S Henderson sign seal & execute the within written Deed as their proper act & deed for the uses intents and purposes therein mentioned and that he with the said L W McVint & Paul Witsell subscribed their names thereto as witnesses

A Campbell

Sworn before me bet. 21. 1833

M E Canis 226

Schedule

A schedule of the Real and Personal Estate conveyed and referred to in the preceding marriage settlement and forming a part of the same. viz one tract of Lands in South Carolina Colleton District on Chysaw River, being one third ^{part} of the plantation of the late Arthur Hughes Esq^r containing Two hundred and twenty eight acres more or less adjoining lands of R M Smith

137 and William Murray Esquires and William Stock and others. Negroes viz. Jacob, Michael, George, Biff, Susan, George again, Stephen, Tony, John Josiah, Lucy, Romeo, Sager, Lucinda, Jacob again, Hager, Toly, Jim, Charleston, Amelia, Illus, Rose, Nancy, Betsey, John again, Rose again, Septima, Felix, Stephen, ~~Larry~~ William, Lucy, Ellis, Fanny, Eve and Isaac.

The foregoing Schedule signed sealed and delivered at the same time with the within marriage Settlement this eighteenth day of September In the Year of Our Lord one thousand and thirty three

In the presence of

Sophia E. Hughes (23)

A Campbell

Edward R. Henderson (23)

S W McLanty

John L Hunter

S. White

Daniel S. Henderson

Recorded 2 November 1883

This State of South Carolina

This Indenture made this
Twenty seventh Day in the year of our Lords one thousand eight hun-
-dred and thirty three ^{belonging to} Henry⁸ Prince Mc Knight of the District of William-
-burgh in the State aforesaid of the first part and Britten of the
District of Williamsburgh in the State aforesaid of the second part
and Thomas F Britten of the District of Williamsburgh in the State
aforesaid of the third part. Whereas a marriage hath been agreed and
is intended, by divine permission to be shortly hereafter had and solemn-
-ized between the said Henry⁸ Prince McKnight and the said Jane Britten
and whereas the said Jane Britten is entitled unto and interested
in a certain undivided ^{propertie} or share of the estate real and
personal of Joseph Britten deceased, a particular schedule of such
share or proportion cannot be hereinto annexed by reason that the
same is still undivided and undivided among the several
devises and legatees thereof and whereas upon the treaty of said
intended marriage it was agreed that all and singular the share
or proportion of the said Jane Britten in and out of the undivided
Estate real and personal of the said Joseph Britten deceased where-
-over the same should ^{be} retained and also whatever other interest
or Estate may hereafter descend or be bequeathed to the said Jane
Britten should be respectively conveyed transferred and assigned
to and vested in the said Thomas F Britten his heirs executors, ad-
-ministrators and assigns upon the several trusts and for the several
interests and purposes hereinafter expressed and declared of and concerning
the same, and it was also upon the said marriage treaty agreed that
all the Estate right title interest property claims demands or benefits
which the said Jane Britten is seized possessed of and entitled
unto in to or out of the Estate both real and personal of the said

138 Joseph
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138 Joseph Britten deceased ^{and} also all the estate right title interest property claim
or demand of whatever or kinds the same may be of which the said Jane
Britten is now seized or possessed of or entitled unto or which hereafter
she may be interested in or entitled unto either by descent distribution gift
devise bequest or otherwise should be respectively conveyed assigned transferred
and set over unto the said Thomas T. Britten his heirs Executors administrators
and assigns upon the several trusts and to and for the several ^{intent} ~~interests~~
and purposes herein after expressed and declared of and concerning the
same. Now this Indenture Witnesseth that in pursuance and performance
of the said intended agreement and in consideration of the said intended
marriage and also for and in consideration of the sum of five dollars to
each of them the said Benj^r Rose M^r Knight and Jane Britten in hand
paid by the said Thomas T. Britten at and before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged
the said Jane Britten with the privity and consent of the said
Benj^r Rose M^r Knight her intended husband testifies by his being a party
to and sealing and delivering these presents, hath bargained sold
conveyed released assigned transferred and set over and by these pre-
sents doth bargain sell convey release assign transfer and set over unto
the said Thomas T. Britten his heirs Executors administrators and assigns
all and singular the estate right title interest property claim or
demand whatsoever both at law and in equity which the said Jane
Britten is now seized and possessed of or entitled unto, in to or out
of the estate both real and personal of Joseph Britten deceased and
also all and singular the estate and effects of her the said Jane
Britten of whatever nature or kinds the same may be not heretofore
specially enumerated and set forth Together with all and singular
the rights members thereof and appurtenances to the said pre-
mises belonging or in anywise incident or appertaining and also
all the right title interest property claims or demands of her the said
Jane Britten in, to and out of the aforesaid premises and every part
and parcels thereof to have and to hold all and singular the premises
heretofore mentioned and intended to be hereby granted conveyed
released transferred assigned and set over unto the said Thomas
T. Britten his heirs Executors administrators and assigns ^{in trust}
nevertheless to for and upon the several uses trusts intents purposes
and subject to the several provisions powers limitations and agreements
hereinafter mentioned limited expressed and declared of and
concerning the same that is to say in trust to and for the use and
benefits and behoof of the said Jane Britten her ^{heirs} Executors administrators
until the solemnization of the said intended marriage, and af-
terwards immediately after the solemnization thereof in trust
that be the said Thomas T. Britten his heirs Executors or administrators

during the joint lives of the saids Benj^r & Jane
 Britton his intended wife shall and will authorise permit and
 suffer the said Benj^r & Jane McKnight to receive and take all the
 interests profits and produce to arise be had or made of all and
 singular the premises her before mentioned and intended to be
 hereby granted transferred and released and of every part and
 parcel thereof for the purpose of maintaining the said Jane Britton
 and her children, but not ^{to be} subject in any manner or way whatsoever
 to the debts contracts or engagements of the said Benj^r & Jane McKnight
 and from and after the death of the said Jane Britton should she
 die before the said Benj^r & Jane McKnight leaving any child or chil-
 dren or Grand children having ^{at} her death then in trust that
 he the said Thomas B. Britton his heir Executor Administrator &
 assigns during the natural life of the said Benj^r & Jane McKnight
 shall and ^{will} authorise permit and suffer him the said Benj^r
 & Jane McKnight to take and receive all the interests profits
 and produce to arise be had or made of all and singular
 the premises her before mentioned and intended to be hereby
 granted transferred and released and of every part
 and parcel 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 but not to be
 subject or liable in any manner or way whatsoever to his debts
 contracts or engagements and from and immediately after the
 death of the said Benj^r & Jane McKnight then in trust to &
~~for~~ the use benefits and behoof of such child or children
 grand child or Grand children his her or their heirs Executor admi-
 nistrator and assigns forever if more than one as tenants in common
 such grand child representing their respective parents and taking
 between them only the share which their respective parents would have
 taken if they had survived the said Benj^r & Jane McKnight But in
 case the said Jane Britton should die before the said Benj^r & Jane McKnight
 leaving no child or children grand child or grand children living at
 her death and they should all die in the life time of the said Benj^r & Jane
 McKnight unmarried and without issue then in trust to and for the use
 benefit and behoof of such persons or persons in such parts share proportions
^{estates & limitations} and upon such conditions manner and form as the said Jane Britton by
 her last will and testament in writing to be by her duly executed in the presence
 of three or more creditable witnesses shall give direct limit ^{or} appoint
 the same which said will and testament she the ~~said~~ Jane Britton
 is hereby and by and with the assent of the said Benj^r & Jane McKnight
 her intended husband enabled and empowered to make notwithstanding
 standing her intended overture and in default of such gift

disposition direction limitation or appointment then in trust ^{to and} for the use
 benefit and behoof of the saids Benyⁿ Please McKnight his heirs executors
 administrators and assigns for ever free and discharged from all further
 trust but in case the said Benyⁿ McKnight shall die before the said Jane
 Britton leaving any child or children grand child or grand children issue
 of the said intended marriage living at his death, then in trust to and for
 the benefit and behoof of the said Jane Britton during her natural life
 for the purpose of maintaining and educating such child or children grand
 child or grand children in such manner as she in her discretion shall see
 fit and from and after the death of the said Jane Britton then in trust
 to and for the use benefit and behoof of such child or children grand child
 or grand children his her or there heirs executors administrators & assigns
 pro rata if more than one as tenants in common such grand children re-
 spectively their respective ~~parts~~ ^{Parents} and taking between them only the share
 which their respective parents would have taken if they had survived
 the said Jane Britton but in case the said Benyⁿ McKnight should
 die before the said Jane Britton leaving no child or children grand child
 or grand children issue of the said intended marriage living at his death
 or in case he should have such child or children grand child or grand
 children living at his death and they should all die in the life time
 of the said Jane Britton unmarried and without issue then in trust to
 and for the use benefit and behoof of the said Jane Britton her heirs
 executors administrators and assigns forever free and discharged from all
 further trusts. This indenture after their wills sheweth that the said Benyⁿ
 McKnight in consideration of the said intended marriage and for
 the ^{other} considerations above mentioned doth hereby for himself his heirs ex-
 ecutors and administrators covenant promise grant and agree to &
 with the said Thomas S Britton his heirs executors administrators &
 assigns in manner following that is to say ^{that} the said Benjamin
 McKnight shall and will within three months next ensuing the day
 on which the share or proportion of the said Jane Britton in to and out of
 the Estate of the said Joseph Britton deceased shall be ascertained &
 in due form of law well and sufficiently convey transfer and assign or
 cause or procure to be conveyed transferred and assigned of all and singular
 the share or proportion of the said Jane Britton of the said Estate of Joseph
 Britton deceased unto the said Thomas S Britton his heirs executors ad-
 ministrators and assigns and also that he the said Benjamin Please
 McKnight shall and will from time to time and at all times join &
 concur to and with the said Jane Britton his intended wife or separately
 by himself as the case may require in executing all such ^{acts} deeds assign-
 ments and assurances in the law whatsoever as by counsel warned in
 the law shall be addressed or demanded necessary for the further better
 and more effectually assigning and assuring all and singular

141 the premises herein before mentioned and all such property real or personal or both as ^{she} the said Jane Britton is now possessed of entitled unto or as she or the said Benjamin Kease M^r Knight in her right at any time hereafter shall or may become possessed of or entitled unto either by descent distribution gift devise bequest or otherwise unto the said Thomas G Britton his heirs Executors administrators and assigns shall stand and be seized and possessed of the estate real & personal or both conveyed transferred and assigned in and by the said conveyance ^{and after an or} to and for the several uses intents and purposes upon the trust and confidence and under and to the provisions limitations and agreements heretofore limited and declared ^{and expressed and to} and for no other use intent or purpose whatsoever. Provided always and it is hereby agreed mutually that the said Thomas G Britton his heirs Executors administrators and assigns out of any part of the ~~said~~ trust to be made shall always reimburse themselves whatever costs and charges they may be put to in the execution of all or any of the trusts by these presents created or of any covenant article or thing therein contained.

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

Witness

Benjamin M Knight (S)

Jane Britton (S)

Thos G Britton (S)

State of South Carolina

Before me personally appeared Ben^r Britton one of the subscribing witnesses to the within deed or Instrument of writing and made oath that he was present and saw Ben Kease M^r Knight Jane Britton & Thos G Britton sign seal and deliver the within Instrument of writing as there act and deed for the uses and purposes therein contained and that he saw Henry Davis Subscribes there names thereto at the time State & us witnesses to the deed & executed thereof sworn to before me this Twenty seventh day of May 1833 William H. Johnston

Ben^r Britton

2 W

Recorded 9th November 1833

South Carolina
City of Charleston

Marriage Settlement Between Eliza Bee of the first, Robert Coward of the second part, and Mrs M. C. Bee of the third part - Whereas a Marriage is intended to be soon celebrated between the said Eliza and Robert and as she is entitled to one third in certain

142 Property viz: the following Slaves, Ros², Roxana², Maria²,
Venus², Sally², Peggy², Betty², Lydia Eldy², Enan², Doll²,
~~Enan~~, Mary² Jane², Patty², Cinet², James², Cyng², Sally², Livey²,
Paul², West², Jim² bro, Lewis², Alonzo², Harbner², Cinah², William²,
Benjamin², Andrus², Jack², Tully², Casey², Isaac², Billy², Abraham²,
Stephens², John², Ann², Bella², Alice², Clarinda², Eliza², Cinah²,
Jud², Louisa², Maria², Phillis², Diana², Ag²elia², and Lewis²,
amounting in all to Forty Nine, which said Slaves are
subject to the life Estate, of the said Francis C. Reed, Mother
of the said Eliza, Now this Obed of Settlement Witnesses
that the said Eliza, with the approbation of her said intended
Husband attested by his signature and seal to this Obed,
hath granted, bargained and sold, and by these presents doth
grant, bargain and sell to her said Mother in Consideration
of and with a view to the said intended Marriage all her
undivided one third of the said Slaves subject to said life Estate,
on the following uses and trusts, and subject to the following pro-
visions & Conditions, to have and to hold the same to the
said Francis C. her Executors and administrators for the
said purposes that is to say— First in trust for the said Eliza
until the said Marriage, second in trust on the same taking
place for the joint use and benefit of the said Robert & Eliza
during their joint lives chiefly and primarily for the Maintenance
of the said Eliza, and for the support & education of any Children
of the said Marriage, free from and not subject to any debt of
the said Robert— Third if the said Eliza survive the said
Robert and then be no Children of the Marriage, then to the
sole use and behoof of the said Eliza absolutely & forever,
free from any trust, Fourth or if the said Eliza survive the
said Robert and then be ~~no~~ Children of the Marriage,
but they all die under age, unmarried and without issue,
then in like manner to the sole and absolute use of the
said Eliza free from any trust— Fifth but if the said
Robert survive the said Eliza, and then be no Children of
the Marriage then as to the interest, income or profits of the
said property of the said Eliza, to the sole use and behoof
of the said Robert during his life and after his death ^{then} to the
sole use of Sarah and Thet² her the Sister and Mother of the
said Eliza or to the Survivor of them living at her death (the
issue of either previously dying standing in the Parents
place) free from every trust— Sixth but if the said
Robert survive the said Eliza, and then be no Children
of the Marriage and she shall have married her said

143 Mother, Sister and Brother, then as to the whole of her share
to the sole use and behoof of the said Robert free from every
trust - Seventh And if the said Robert survive the said
Eliza, and then be ~~the~~ children of the Marriage, but they all
under age unmarried and without issue, then in like manner
as to the income under No. 5 or the Capital under No. 6 to the
use and behoof of the persons therein mentioned free from
all trust - Eighth, If none of the above cases occur, but there
be children of the marriage or issue of such, then in trust
to and for said children, if more than one equally to be
divided between them, the children of a deceased child
standing in the parents place and representing him or her, ~~as~~
Ninth. In case of the death of the said Francis C. before the
said Robert & Eliza, or before the survivor it shall be lawful
for them or the survivor to name a trustee in their deed by
Indorsement on this deed duly witnessed & recorded in the same
Office. Tenth. If at any time the said Robert & Eliza, or the
survivor, and the said Francis C. shall be desirous of adding
another trustee, or of substituting one in his place, the same
may be done by them indorsing their assent to the same on this
deed duly witnessed, the new trustee doing the like and the
same being duly recorded, Eleventh. If at any time it be
judged advisable to sell any portion of the Trust property
either in the lifetime of the survivor for life or afterwards,
the trustee or trustees or any of them shall be lawful for
the trustee to do so, on the request in writing of the said Robert
& Eliza, or the survivor indorsed on or annexed to this deed
and to reinvest the proceeds to the same trust, but no
sale shall take place prior to partition & dividing the property
in life without the written assent in like manner of the
other co-trustees - In Testimony whereof the said parties of the
first second & third part have hereunto set their hands & seals
this sixth day of November Eighteen hundred & thirty three

James Sealed & Delivered
in presence of
Sarah A. Huger
Helen Haypoone
South Carolina
City of Charleston

E. M. See (S)
R. Howard (S)
J. C. See (S)

Helen Haypoone being duly sworn
deposed and sworn that she was present and saw
Eliza M. See, Robert Howard & Mr. Francis

E. Dec, Sign Seal and deliver the within Instrument of Writing as their act and deed and that the within Mr. Sarah A. Huger, signed as Witnesses Thereto — Sworn to before me this

Sworn to before me this

18th day of Novr A. D. 1833

Walter Traynor

Lionel H. Kennedy

Ad. Pub. & U. Ex. off.

Recorded 18th Nov: 1833

South Carolina

[illegible]

this fourth part of the legacy of twelve thousand dollars & further that they the said William Isaac Ball and Grace Turnbull shall and lawfully partition make of the residuary estate of the said Robert Turnbull at any time at the request of them the said Adam Turnbull Robert J. Turnbull and John Cranford or either of them their or either of their Executors or administrators by good and sufficient deed or deeds, grant bargain, alien, release and confirm unto them the said Adam Turnbull Robert J. Turnbull and John Cranford the property or share of the said Grace Turnbull To Have and To Hold, as well the said fourth part of the legacy of twelve thousand dollars as the share of the said Grace Turnbull of the said residuary estate to them the said Adam Turnbull Robert J. Turnbull and John Cranford their heirs Executors administrators and assigns according to the nature of the respective estates to and for the following uses intents and purposes that is to say In Trust for the use of the said William Isaac Ball and Grace Turnbull during their joint lives not subject to the rights Contracts or engagements of the said William Isaac Ball And from and after the decease of either of them the said William Isaac Ball and Grace Turnbull for the use of the survivor during his or her natural life And from and after the decease of such survivor then for the use of the issue if any of said intended marriage then living to be equally divided among them and in default of such issue then for the use of such survivor his or her heirs Executors and administrators Provided always and it is hereby expressly declared and agreed by & between all the said parties to these presents and the true intent and meaning of these presents is that they the said Adam Turnbull Robert J. Turnbull and John Cranford and the survivor of them his Executors, administrators and assigns shall and may at any time during the lifetime of the said William Isaac Ball (at the request of him the said William Isaac Ball testified in writing) sell and dispose of all or any part of the said property hereby agreed to be granted conveyed and settled, and convert the proceeds in such other property as he the said William Isaac Ball shall direct and appoint to be held subject to the same uses and trusts as are herein before expressed and declared In Witness whereof the parties to these presents have hereunto interchangeably set their hands & seals the day and year first above written

Witness my hand and seal of the said Adam Turnbull this 33rd day of the first month/also the words 'the Executors' on the 4th line of said deed

Robert McMillan, Henry Day, Successors witnesses to the signatures of Wm Isaac Ball, Grace C Turnbull R. J. Turnbull & John Cranford

Wm Isaac Ball
 Grace C Turnbull
 Robert J. Turnbull
 John Cranford

(Seal)
 (Seal)
 (Seal)
 (Seal)

The Substitution of Master, as entered in the Court of Probate, page 146.
 McCullough, Read, Clerk of the Court, page 148.

then that they
and misappre-
- I have been
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of Wm

146 State of South Carolina

Personally appeared before me John H. Allen
Notary Public, duly sworn, and duly qualified, that John H. Allen, Notary
Public, of the County of Charleston, State of South Carolina, duly qualified,
of writing, and that he believes the signature of John H. Allen to be his
proper hands writing, having first seen him write.

Witness my hand and seal this 30th day of May 1833
John H. Allen
Notary Public

Recorded 31st May 1833

The State of South Carolina

The Subscribers of Master, James and in Marriage, September 1831, page 146
McAllister and Read, Book 1, page 188.

Know all men by these presents
Whereas a Marriage is shortly intended to be had between
John and Victoria Williams, Widow and Elizabeth Steadman both
of the City of Charleston, in the State aforesaid and whereas
the said Elizabeth Steadman is now entitled to and possesses
or will shortly be possessed of certain property both real and
personal which it is now impracticable to define and specify
and has also good reason to expect by inheritance devise or
otherwise other property both real and personal not only from
her parents and blood connections but also from the friends
of herself and family, And whereas also the said William
Union is desirous of settling and clearing the aforesaid
property both real and personal whether in possession or ex-
pectancy to and for the sole use and benefit of the said
Elizabeth Steadman with a perfect exemption from his own present
and future debt, liabilities and contracts other than also made
by these presents that in the said William Union and the
said Elizabeth Steadman in consideration of the said intended
marriage and also of the sum of Ten Dollars to be in hand
paid at and before the sealing and delivery of these presents
(the receipt whereof is hereby acknowledged) by James Steadman and Samuel
New Union of Charleston aforesaid their jointly bargained sold and conveyed
and by these presents do grant bargain, sell, transfer convey assign
and set out and deliver unto the said James Steadman and Samuel
New Union all and singular the aforesaid property both real and
personal in possession or in expectancy as above described and referred to
to have and to hold, the same unto the said James Steadman and
Samuel New Union their heirs executors administrators and assigns for
ever in Trust always notwithstanding it and for the following uses intent
and purposes that is to say In trust in the first place for and
for the sole use benefit and behoof of the said Elizabeth Steadman

147 for and during the term of her natural life from and amongst
upon the present or future debts liabilities and Contracts of the said
William Gordon always permitting the said Elizabeth Steadman to
use and enjoy the income interest or profit arising from said
property to her own separate use & to her own separate Control
paid and exempt from the debts liabilities and Contracts of the said
William Gordon In the second place upon the death of the said Eliza-
bette Steadman do and for the sole use benefit and behoof of the
lawfully begotten issue of the said Elizabeth Steadman if one if that one
and if more than one then if then share and share alike absolutely
and from it being always understood that the issue of any such
issue aforesaid dying before the said Elizabeth Steadman shall take the
share or proportion to which his her or their parent or parents only
have been entitled to respectively under these parents In the third
place upon the death of the said Elizabeth Steadman leaving no
lawfully begotten issue or such issue dying before maturity do and for the
sole use benefit and behoof of such person or persons as she may
designate in and by her last will and testament and in default
of such last will and testament if the right and legal heirs by
blood come after the said Elizabeth Steadman absolutely and from
good and discharged from all further and other next of kin
relations In the fourth place That it shall and may be law-
ful and permitted to and for the said William Gordon and the
said Elizabeth Steadman during their lifetime or the said Elizabeth
Steadman surviving the said William Gordon in and by their or her
writing request to authorize and require the aforesaid trustees
from time to time and at all times hereafter to sell and dis-
pose of any or all the aforesaid property and the proceeds
there of to be invested in either property real or personal at pleasure
subject always nevertheless the same uses trusts and limitations
herein before expressed and set forth And in the fifth place That
it shall be lawful and competent for the said William Gordon and
the said Elizabeth Steadman from time to time and at all times here-
after under their hands and seal to appoint and substitute other
Trustees or Trustees to this settlement with the share money and
obligation as are herein set forth And lastly In pursuance
of the aforesaid intended meanings and if the sum of ten
of ten dollars to him in hand paid by the said Henry Steadman
and Samuel Jones Gordon he the said William Gordon hath
covenantly and agreed and by these presents doth Covenant
agree promise and bind himself to and with the said Henry
Steadman and Samuel Jones Gordon to pay over to them -
their heirs executors administrators and assigns or substitutes

148 the said
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148 the full and just sum of Ten thousand Dollars in legal tender
 from time to time as may be required, and Government bonds of
 the same value and receive the same until the said debt is
 then their respective administrators assigns or substitutes to and for the use
 and purpose of purchasing furniture and other property, such personal
 property heretofore to all and singular the foregoing parties, and
 trusts with the exception that upon the death of either the said William
 Beason or the said Elizabeth Steedman leaving no lawfully begotten
 issue between them the said last mentioned property shall remain
 over and be kept, in trust for the sole use benefit and behoof of
 the survivor for and during the term of his or her Natural life and
 upon the death of both for the sole use benefit & behoof of the wife
 and legal heirs of the said William Beason in all sorts free and
 exempt from the present or future debts and engagements of the
 said William Beason. In Witness Whereof We the said William
 Beason and Elizabeth Steedman have hereunto interchangeably set
 our hands and seals at Charleston aforesaid the twenty fifth day
 of November in the year of our Lord one thousand eight hundred
 and thirty three and in the fifty eighth year of the Independence
 and Sovereignty of the United States of America.

Signed sealed & delivered in presence of
 the words "thence die" being first crossed. Wm Beason (S)
 & the word "dying" interlined & substituted in Elizabeth Steedman (S)

the second page also in the same page over
 24 line the words "or such issue dying before maturity"
 and over the 30 line the words "by blood connection"
 being first interlined

Susan Giles
 Elizabeth Russell

The State of South Carolina }
 Charleston District } Susan Giles being duly sworn
 deposes and acknowledges the within deed the day and year
 therein mentioned and that together with Elizabeth Russell
 she signed her name as a witness thereto
 sworn to before me
 Charleston 25 Nov 1833
 James Haig, J.W.

We accept of and agree to execute the within contracts
 Charleston 25 Nov 1833. James W. Beason
 Recorded 11 Decr 1833.

State of South Carolina
Beaufort District

This instrument made the Twenty-fourth day of January in the year of our Lord One thousand Eight Hundred and Thirty Two and in the fifty eighth year of the Sovereignty & Independence of the United States of America between Frederick A Jupper Merchant of the City of Savannah State of Georgia of the first part Louisa W Jarnes of the town of Beaufort Parish District & State aforesaid of the second part and David Jarnes and Joseph E Cole Merchants of the town of Beaufort Parish District and State aforesaid on the third part, Whereas a marriage is intended by Gods permission to be had and solemnized between the said Frederick A Jupper and Louisa W Jarnes And whereas Louisa W Jarnes is entitled unto an estate both real and personal in a Minority of the Joint Estate of Eliza and Louisa W Jarnes Children of David and Mary Jarnes to wit One House and Lot in the town of Beaufort known on the plat of said town as number (116) One hundred section Betting and Bounding to the North on a line Thirty feet wide, on the East on the Lot number (115) One hundred and fifteen on which is erected a place of worship called the Tabernacle on the South by Crown Street and on the West by Church Street together with the outbuildings Kitchen stable & outhouses attached, also one tract of land in Beaufort Parish containing Two Hundred & Thirty six more or less bounded on the east by lands of the Joint estate of George & Eliza W Richards formerly belonging to Philip Sims to the West on lands of John B. Griem to the North on lands of William & Adam and to the South by a small Island called Blind John or Brown Island with all the buildings improvements & out houses appertaining & tenants belonging, also to Forty Negroes herein named to wit Dick Amy John also Henry Yellow Neck, Cassandra, Peter Sharpe, Alice Hector & Clara also Crocacia Thomas Hany, Richard, Jackson, Med, also old Charlotte, Minty Sophany, Tom Charlotte Abram & Christ also to Clara Joe Saturday Rachael Marinda Mary also Tom Robert Williams & the Clara Sarah Ellen Children of Sep and to the following single Negroes Brown Long Peter And relating together with the increase of the female of the above mentioned Negroes with their Procreation Intending that in Consideration of the said Intended marriage and of the love affection which the said Frederick A Jupper hath & hereafter unto & towards the said Louisa W Jarnes his intended wife and also in Consideration of the sum of Ten Dollars lawful Money of the State aforesaid to the said Frederick A Jupper now and truly paid by the said David Jarnes and Joseph E Cole at or before the sealing & delivery of these presents the receipt whereof is hereby acknowledged by the said Frederick A Jupper by and with the privacy & Consent of the said Louisa W

150 James testified by her being a party to and signing, sealing, and
the the said Frederick at Jaffa with granting, conveying and selling
these plants to the great bargain and sell unto the said Louis James
and Joseph E Cole their Executors and administrators all his estate, Right
Title Interest, Claims and demands, Whatsoever in and to the said Mary
or share of the aforesaid specified Property. To wit Charles & Lot in the Town
of Beaufort the Tract of Land in Piney Millers Creek as aforesaid also
to the City, Negro herein specified & set forth in families and by name
To have and to hold, the aforesaid Property, both real and personal together
with all and singular the Rents, Wages, Incomes Profits Emoluments (and
advantages, benefits belonging or in any wise appertaining unto the said
David James and Joseph E Cole their Executors Administrators assigns
from henceforth and from upon their trusts respectively and for such
intents and purposes as are herein after expressed and declared of &
Concerning the same That is to say upon trust that they the said
David James and Joseph E Cole their Executors administrators
assigns do and shall permit the said Louis W James and her
assigns to receive and take the personal services inured profits
emoluments or advantages arising from the said specified pro-
perty for her sole and separate use and benefit for and during
the term of her natural life To the intent that the same may
not be at the disposal of or subject or liable to the Contracts
debts or engagements of the said Frederick at Jaffa her
intended Husband and her receipts under her own Hand
shall from time to time notwithstanding her Coverture be
a sufficient discharge to the said David James & Joseph E
Cole for so much money as shall be expressed in that receipt
and in case the said Louis W James should die in the life
time of the said Frederick at Jaffa then In Trust that the
said David James and Joseph E Cole their Executors or
administrators shall assign the aforesaid specified property
both real & personal being a Morlife of the said trust estate
together with the inured thereof and all and singular other
the premises with their appurtenances unto and among all
and every the Child & Children as well daughters as sons of
the said Frederick at Jaffa and Louis W James his
intended wife equally between them shares and shares alike
as tenants in Common and not as joint tenants And in
default of all such issue then to the sole and only use & behalf
of the heirs of or nearest of kin of the said Louis W James (and
to and for the other interest and purposes Whatsoever And it is
humbly Covenantly promised and agreed between the said Frederick
at Jaffa David James and Joseph E Cole that in case the said