

Administrators and assigns — And it is hereby covenanted
 and agreed by and between the said Abigail Sampson
 Lewis L. Levy and Nathan A. Cohen in manner and form
 following; that is to say: Whereas a Marriage by God's
 permission is intended shortly to be had and solemnized
 between the said Lewis L. Levy and Abigail Sampson. —
 And whereas it is agreed that the said Bond and Obligation
 together with the Mortgage to secure the same shall consti-
 tute a fund for the purposes of a suitable Settlement
 for and on behalf of the said Abigail for and in Consideration
 of said Marriage: And Whereas the said Abigail
~~and her~~ ^{in consideration of} Intended Marriage; and whereas
 the said intended Marriage Constituted the consideration of
 the said Bond or Obligation and the Mortgage to secure
 the same — It is hereby covenanted and agreed that the
 said Nathan A. Cohen shall receive and hold the said
 Bond and the Conveyance of the said House, Lease, Negroe
 Stock in Trade goods, Wares, and Merchandise and the
 deth for and in Consideration of the intended Marriage
 Covenant and agree to and ~~for~~ with the said Abigail
 and Lewis to hold the said Bond and Conveyance by way
 of Mortgage aforesaid In Trust to and for the uses
 and purposes following, to wit: In trust to permit
 and suffer the said Abigail Sampson to have use and enjoy
 the sum of Five Thousand Dollars part and parcel of the said
 sum of Ten Thousand Dollars also the said House and Negroe
 or their full value, part also of said sum of Ten Thousands
 Dollars during her natural life, free, clear and dis-
 charged of and from all claim, right, intermeddling or
 demand of her said intended Husband in the same
 manner as if she was sole and unmarried, and not liable
 to his debts or Contracts and in case the said Abigail dies
 leaving any other Child or Children that she has at present
 then in trust to divide the said sum of Five Thousand Do-
 llars and the said House, Lease and Negroe or their value
 equally share and share alike between all the Children
 who shall be living at her death — The Share of any deceased
 Child taking the parents share — But in case she leave
 no child or Children at her death then in Trust to apply
 the said sum of Five Thousand Dollars and said House
 Lease and Negroe or their full value to such uses as the
 said Abigail shall by any Instrument in Writing in the
 Nature of a last will and Testament duly appoint and

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and doctrine which said wife shall at her own pleasure
and execute notwithstanding her Coverture And it is hereby
further Covenanted and agreed by and between the parties
to these Presents that the last, residue and remainder of the
said Sum of Ten Thousand Dollars in said Bond then -
turned after fully Securing and paying the said sum
of Five Thousand Dollars and the same Lease and Negroes
or Their Value in Money for the use of said Abigail as aforesaid
shall be held and paid by said Nathan A Cohen for the
Sole use and behoof of the said Levin L Levy his heirs
and assigns forever It is further agreed that as long as thi -
-gail Sampson the daughter of said Abigail shall reside
with her Mother and be educated and maintained by
her no charge for Board or wages or Education shall be made
by said Levin L Levy against the Estate or against the
Person of said Abigail the daughter of ~~said~~. But the
said Nathan A Cohen hereby covenants and agrees to invest
the sum of Three Thousand Dollars (to be paid to him as Trus -
-tee of said Abigail the daughter which payment is intended
to be secured by a Bond and Mortgage bearing date even
herein) from time to time in some good and secure funds
and on the arrival of the said Abigail to the age of Twenty
One years he agrees to pay over the said Principal sum
of Three Thousand Dollars, and all arrears of Interest
thereon to the said Abigail the Daughter for the sole and se -
-perate use not subject to the control of any Husband or
liable for his debts or engagements In Testimony
whereof the Parties have hereunto set their Hands and Seals this
Twelfth day of April in the Year One Thousand Eight
Hundred and Thirty Four of the Christian Era equivalent to
and in the Fifty Eighth year of the Sovereignty and Independence
of the United States of America -

Signed Sealed & Delivered in the presence of: Levin L Levy (L.L.)
John H. Peters Abigail Sampson (A.S.)
Nathan A Cohen (N.A.C.)

Schedule of Property settled and intended to be Con -
-veyed in the Settlement between Levin L Levy and Abigail
Sampson and Nathan A Cohen in Consideration of the marriage
to be solemnized between the said Levin & Abigail (Abig.) A House
or Leased Land situate on East Bay Street in the City of Charleston
and known by the Number Two Hundred and Five with the
Lease unexpired - The following Slaves, Amy, Fanny, Betty,
and Adolphus - ~~All~~ All the Stock in Trade in the Store

Number Two Hundred and Five East Bay Street in the City
of Charleston and such goods as may from time to time be pur-
chased with the proceeds of such as may be sold —
All the Stock now owned by the said Abigail Sampson in
Columbia and contained in the Store in
Street and such as may from time to time be purchased
with the proceeds of such as may be sold —
Witness
John H. Peters
Peter Samuel Hunt

Levin L. Levy (L.L.)
Abigail Sampson (A.S.)
Nathan A. Cohen (N.A.C.)

Personally appeared before me John H. Peters
who being duly sworn says that he saw the within named
Levin L. Levy, Abigail Sampson & Nathan A. Cohen sign
and seal and as their act and deed deliver the Within Ap-
-pointment of Writing for the purposes therein contained
and that he together with Benj. J. Hunt duly witness
the Execution thereof

J. H. Peters

Sworn to before me
this 14th day of April 1834 Jno. B. Thompson Notary

Recorded 1st May 1834

South Carolina

~~This~~ This Indenture Tripartite
made the Nineteenth day of February in the year of our
Lord One Thousand Eight hundred and Thirty Four and
in the fifty eighth year of the Sovereignty and Independ-
ence of the United States of America Between Miss
Ann Abby Mathews of Charleston in the State aforesaid
of the one part Benjamin P. Colburn of the same place
of the second part and William Mathewes and James S.
Colburn Trustees mutually chosen and appointed of the
third part Whereas a marriage by Gods permission is intended
to be shortly had and solemnized by and between the saids
Benjamin P. Colburn and the said Ann. A. Mathewes And
Whereas the said Ann A. Mathewes is possessed in her own
right of a Negro Slave named Diana and expects hereafter
to receive Contain real and personal estate by gift or devise
from her Father the said William Mathewes but which
Property not being yet given devised or designated cannot
be herein described but will be hereafter specified and des-
cribed in a Schedule to be hereunto annexed as soon as the same
may be vested in possession Provided the said William Mathewes
does not annex any Conditions or limitations thereto incon-
sistent with, and paramount to the trusts hereinafter expressed

and declaration of and concerning the same. And whereas upon the
treaty of the said Marriage, it hath been stipulated and agreed
and agreed upon by and between the said Ann A. Mathewes
and Benjamin P. Colburn, that the said Slave Diana and all
the property, real and personal, in expectancy from any source wher-
ever which may hereafter accrue to or be vested in the said Ann
A. Mathewes, shall be conveyed, assigned and transferred by the said
Ann A. Mathewes, by and with the Consent and approbation of
the said Benjamin P. Colburn, unto the said William Mathewes and James
S. Colburn their Executors and Administrators, subject to the uses
trusts, Conditions, limitations and appointments hereinafter
limited, expressed and declared of and concerning the same:—
Now therefore this Indenture witnesseth that for the purpose of
Carrying into effect the aforesaid agreement and for and in Con-
sideration of the said sum of One Dollar to the said Ann A.
Mathewes by the said William Mathewes and James S. Colburn
in hand well and truly paid at and before the Sealing and
Delivery of these presents, hath granted, bargained, sold and
released and assigned and by these presents doth grant, bar-
gain, sell, release and assign unto the said William
Mathewes and James S. Colburn Trustees aforesaid the said
Negro Slave Diana, and also all the property real and personal
which may hereafter accrue to or be vested in her the said Ann A.
Mathewes by gift, Conveyance, or devise whatsoever. Provided the
said William Mathewes does not annex to such gift, conveyance,
or devise any Conditions or limitations inconsistent with an
amount to the uses, trusts and limitations hereinafter expressed and
declared of and concerning the same, and which property real or per-
sonal from any source whatsoever, when reduced into possession, will
be specified and described in a Schedule to be hereunto annexed. To
Have and to Hold the said Negro Slave Diana with her future
Issue and increase and all and singular the aforesaid property
real and personal in expectancy unto the said William Mathewes
and James S. Colburn their heirs executors, Administrators, or
Assigns forever. Subject nevertheless to such uses, trusts, limitations,
and appointments as are hereinafter expressed, limited and decla-
red of and Concerning the same, that is to say, In Trust to and
for the sole and exclusive use and behoof of the said Ann A. Ma-
thewes untill the Solemnization of the said Marriage, and from and
immediately after the solemnization thereof. In Trust to and for
the sole, separate and exclusive use, benefit and behoof of the
said Ann A. Mathewes for and during the term of her natural
life, without impecunity of waste, and without being subject

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or liable in any manner whatsoever to the debts, Contracts or engagements, or control or managements of the said Benjamin P. Colburn his Heirs or assigns: And from and immediately after the death of the said Ann A. Mathewes leaving the said Benjamin P. Colburn and any issue of the said Marriage surviving her. On Trust to and for the said joint and equal use, benefit and behoof of the said Benjamin P. Colburn and the said issue of the said Marriage for and during the term of the natural life of the said Benjamin P. Colburn to be equally divided between them. Once for ever and immediately after the death of the said Benjamin without being subject or liable in any manner whatsoever to the debts, Contracts, or engagements of the said Benjamin P. Colburn to be equally divided between them: and from and immediately after the death of the said Benjamin P. Colburn he having survived the said Ann A. Mathewes, leaving issue of the said Marriage. Then On Trust to and for the use, benefit, and behoof of the said issue, to be equally divided among them, if more than one, free and discharged of and from all further or other uses, trusts, or limitations whatsoever, and in Case any child, or children, of the said Benjamin P. Colburn & his wife Ann A. Mathewes, leaving issue, such issue shall represent their parent, and collectively take among them such share or share thereof as his or her parent would have been entitled to. Had such parent survived the survivor of them the said Benjamin P. Colburn or Ann A. Mathewes. But if the said Ann A. Mathewes should survive the said Benjamin P. Colburn and there should be living at the time of his death no issue of the said Marriage, then all and singular the aforesaid property real and personal, in possession or expectancy shall ensue to, be vested in, and be reconveyed by the said Trustees or the survivor of them to the said Ann A. Mathewes her Heirs Executors, Administrators or assigns for ever. Free and discharge of and from all further or other uses, trusts, limitations or conditions whatsoever: And if the said Benjamin P. Colburn should survive the said Ann A. Mathewes and there should be living at the time of her death, no issue of the said marriage then on Trust to and for the use, benefit and behoof of the said Benjamin P. Colburn for and during the term of his natural life and upon the determination of such his life either One, moiety thereof shall be subject to such disposition as he the said Benjamin P. Colburn by his last will and Testament duly executed may make and declare of and concerning the same, and the other moiety thereof shall ensue to.

be vested in and be conveyed by the said Trustees or the survivor
of them to the next of kin of the said Ann A Mathews as their
heirs and assigns for ever both, moieties absolutely freed and
discharged of and from all further or other uses, trusts, limi-
= tations and conditions whatsoever and it is further stipu-
= lated Covenanted and agreed upon by and between the par-
= ties to these Presents that if at any time hereafter during the
said Coverture or during the life time of the survivor of them
the said Benjamin P. Colburn or Ann A Mathews or the
Issue of the said marriage, according to their respective Estates
therein, the said Ann A Mathews or Benjamin P. Colburn
or the said issue, as the case, may be, shall think it beneficial
to his, her or their interest, to have the said aforesaid Property
real or personal in possession or expectancy or any part there-
= of, sold exchanged or Conveyed into any other Property real
or personal, that then on being thereunto requested in Writing
by the said Ann A Mathews or Benjamin P. Colburn or the
issue of the said marriage as the case, may be, the said William
Mathews and James S. Colburn or the survivor of them, shall
sell, convey or dispose of the said or any part thereof, and invest
the purchase money in such other Property real or personal
as may be required of them, and such substituted property shall
be held by the said Trustees or the survivor of them his or their
heirs Executors or Administrators upon the same trusts and
subject to the same Conditions and limitations as are here-
= unbefore expressed and declared of and concerning the pro-
-perty in possession or expectancy hereinbefore Conveyed and
assigned; and it is further stipulated, Covenanted and
agreed upon by and between the parties to these Presents
that they the said Ann A Mathews and Benjamin P. Colburn
or the survivor of them, shall and will from time to time and
at all times hereafter at the reasonable request and at the proper
costs and charges of the said William Mathews and James
S. Colburn Trustees aforesaid make, do, seal and execute or
cause to be made, done, sealed and executed all such further
and other acts, Conveyances, assignments and releases in the
law whatsoever as may be necessary more fully to carry into effect
the intents and purposes of the parties to these presents, as by the said Wil-
= liam Mathews and James S. Colburn or the survivor of them his or
their heirs, executors, or administrators or his or their counsel learned
in the Law shall be reasonably advised, desired or required —
In Witness whereof the Parties to these Presents, have hereunto
set their hands and seals on the day and in the year first

First above written -
Sealed and delivered
in the presence of
E Gamage
P J Holland,

South Carolina

An Abby Math
Benj' P Colburn
William Mathews
James Smith Colburn

P J Holland being duly sworn maketh oath
that he was present and saw the within named Ann A.
Mathews, Benjamin P Colburn and James P Colburn sign,
seal and deliver the foregoing Instrument of Writing as their
act and deed to and for the uses and purposes therein spe-
cified and this deponent together with E Gamage subscribe
their names thereto in Testimony of the due Execution thereof
this deponent has seen the within named William Mathews
write and believes his signature to the foregoing deed to be in the
proper hand writing of the said William Mathews —

P J Holland

Sworn to before me {
this 3rd May 1834
H. A. De Saufure
(Not Pub & ea off Dm)

Recorded on the 3 May 1834

South Carolina

Whereas Thomas Hanscome, in and by his last
Will and Testament, did among other things give and bequeath
as follows after leaving certain Legacies to his children among
whom was Louisa now the wife of William P Da Coster, to wit
It is my Will that after my Daughters, many, the Income of
their shares shall be paid on their separate receipts to their sole
use, and in order to effect this the better, it is my Will that
my Executors do not pay over the Capital on their arriving at
Eighteen, but only the income, and that they do have the Capital
settled before the marriage of such daughter in the usual way
by securing the income for life to the intended wife to her sole
use, with a limitation in favor of her children, together with
any other limitations, conditions, proviso's, and restrictions
not inconsistent with the above Two: and that there be no ex-
-ecution of my Will in this respect, I do hereby empower and request
my Executors if any daughter and her intended husband should
neglect or refuse to sign such a Settlement in or should my
otherwise, marry without such, to execute themselves such
a Settlement in the nature of a declaration or appointment
to exec and to record the same within the time prescribed

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by Law in the proper office" And whereas Louisa, one of the
children named in said Will did on the 12th day of January
1833 intermarry with William P. Da Costa and the said Lou-
isa and William P. her Husband did file their Bill in the
Honorable the Court of Equity for Charleston District on the
Nineteenth day of December in the year of our Lord One thou-
sand eight hundred and thirty three, against John P.
Legare to require the acting Executor of said Thomas Hansome
praying that the Legacy bequeathed to the said Louisa might
be paid over the said to the same person in Trust for her accor-
ding to the true intent and meaning of the last Will and
Testament of the said Thomas Hansome and in the said
cause coming on for hearing before the Honorable the Court
of Equity for Charleston on the Twenty Fifth day of January
in the year of Our Lord One Thousand eight hundred and
thirty four; the said Court were pleased to order and Decree
in manner and form following, to wit the Commissioner ap-
pointed the above clause of the Will of said Thomas Hansome
and estates - From this part of the Will I recommend that
a Settlement be executed by the complainants under the direc-
tion of the Officer of this Court of the Principal sum of said
Legacy on the following trusts. First to the sole and separate
use of Louisa Da Costa during her natural life not liable
to the debts, Contracts or Control of her present or any other
Husband; Secondly in Case the said Louisa die leaving liv-
ing any child or children, grand child or children, or great
grand children or any other lineal descendant, then and in
that case in trust for the sole use of such child, children
or lineal descendant etare and share alike and the share
of the children if any die before their parent, to take such parent's
share; Thirdly in Case said Louisa should die leaving no
lineal descendant to take the Estate under the said Provisions,
then that the trust fund shall be paid over to such Person or
Persons as the said Louisa by her last Will and Testament in
writing and duly Witnessed shall direct and appoint, and that
the said Louisa be authorized to execute such Will notwithstanding
=ing her Coverture and therein to Convey said Legacy or Trust
fund to any Person or Persons she may think proper, and finally
in default of any such appointment by the said Louisa and
her as dying in default of any such appointment by the
said Louisa and her as dying, leaving no Issue or lineal
descendants then in Trust, to distribute the said Trust
fund according to the Statute for the distribution of Intestate

First above written -
Sealed and delivered
in the presence of
E. Gamage
P. J. Holland,
South Carolina

Ann Abby Mathewes (L.S.)
Benj'n P. Colburn (L.S.)
William Mathewes (L.S.)
James Smith Colburn (L.S.)

P. J. Holland being duly sworn maketh oath
that he was present and saw the within named Ann A.
Mathewes, Benjamin P. Colburn and James P. Colburn sign
seal and deliver the foregoing Instrument of Writing as their
act and deed to and for the uses and purposes therein spe-
cified and this deponent together with E. Gamage subscribe
their names thereto in testimony of the due execution thereof
this deponent has seen the within named William Mathewes
write and believes his signature to the foregoing deed to be in the
proper hand writing of the said William Mathewes -

P. J. Holland

Swear to before me {
This 3rd May 1834
J. A. De Saufaud
(Not Pub & ex off Dm.)

Recorded on the 3 May 1834

South Carolina

Whereas Thomas Hanscome, in and by his last
Will and Testament, did among other things give and bequeath
as follows after leaving certain Legacies to his children among
whom was Louisa now the wife of William P. Daubler to wit
It is my Will that after my Daughters marry, the Income of
their shares shall be paid on their separate receipts to their sole
use, and in order to effect this the better, it is my Will that
my Executors do not pay over the Capital on their arriving at
Eighteen, but only the income, and that they do have the Capital
settled before the marriage of such daughter in the usual way
by securing the income for life to the intended wife to her sole
use, with a limitation in favor of her children, together with
any other limitations, conditions, provisions, and restrictions
not inconsistent with the above Two: and that there be no for-
feiture of my Will in this respect, I do hereby empower and appoint
my Executors if any daughter and her intended husband should
neglect or refuse to sign such a Settlement as or should any
otherwise, marry without such, to execute themselves such
a Settlement in the nature of a declaration or appointment
to uses and to record the same within the time prescribed

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by Law in the proper office" And whereas Louisa, one of the
Children named in said Will did on the 12th day of February
1833 intermarry with William P. Da Costa and the said Lou-
isa and William P. her Husband did file their Bill in the
Honorable the Court of Equity for Charleston District on the
Nineteenth day of December in the Year of our Lord One thou-
sand Eight Hundred and Thirty three, against John P.
Legare Esquire the acting Executor of said Thomas Hanscome
praying that the Legacy bequeathed to the said Louisa might
be paid over the said to the same person in Trust for her accor-
ding to the true intent and meaning of the last Will and
Testament of the said Thomas Hanscome and in the said
cause coming on for hearing before the Honorable the Court
of Equity for Charleston on the Twenty Fifth day of January
in the Year of Our Lord One Thousand eight Hundred and
Thirty Four, the said Court were pleased to order and Decree
in manner and form following, to wit the Commissioner ap-
pointed the above clause of the will of said Thomas Hanscome
and states - From this part of the will I recommend that
a Settlement be executed by the complainants under the direc-
tion of the Officer of this Court of the Principal sum of said
Legacy on the following trusts. First to the sole and separate
use of Louisa Da Cost during her natural life not liable
to the debts, Contracts or Control of her present or any other
Husband; Secondly in case the said Louisa die leaving liv-
ing any child or children, grand child or children, or great
grand children or any other lineal descendant, then and in
that case in trust for the sole use of such child, Children
or lineal descendant share and share alike and the same
of the children if any die before their parent, to take such share
share; Thirdly in case said Louisa should die leaving no
lineal descendant to take the Estate under the said Provisions,
then that the trust fund shall be paid over to such Person or
Persons as the said Louisa by her last Will and Testament in
writing and duly Witnessed shall direct and appoint, and that
the said Louisa be authorized to execute such Will notwithstanding
any Cōvēture and therein to Convey said Legacy or Trust
fund to any Person or Persons she may think proper and lawfully
in default of any such appointment by the said Louisa and
her as dying in default of any such appointment by the
said Louisa and her decessors, leaving no Issue or lineal
descendants then in Trust, to distribute the said Trust
fund according to the Statute for the distribution of Intestate

effects which said report was confirmed on the Twenty fifth day
 of January in the Year of Our Lord One thousand Eighty
 four and Thirty four as appears by the Record thereof. Now
 know all men by these presents that William P Da Costa
 and Louisa Da Costa in pursuance of the direction
 of the said last Will and Testament aforesaid and of the
 Order and decree aforesaid and for the purpose of fulfilling
 the same, Have bargained, sold, assigned and set over as
 by these presents to be bargained, sold, assign, and set over
 unto the James W Gray Esquire the Commissioner in Equity for
 Charleston District. All and Singular the Bonds, Debts,
 and Choses in action, Contained and mentioned in a de-
 cule furnished by John T B Legare Esquire acting Executor
 of Thomas Hansome, and accompanying these presents
 together with all monies due and to grow due thereon to have
 due to Hold the same and all such other Bonds, Stock, or
 property whatever which may be hereafter purchased or pur-
 cured by the sale or collection of the several Bonds; also of
 the monies due and to grow due thereon, to him and his own
 proper use and behoif forever. In Trust nevertheless and to
 and for the special uses ~~and~~ following, that is to say In
 Trust to hold and collect and re invest the said several sum
 of Money due or to grow due as aforesaid for the purposes
 following. First to apply the Interest or income thereof
 to repay all and Singular and every just charge for the
 Expences of Collecting, receiving and paying over the same
 and of the proceedings under which the said decree af-
 said was made; Secondly to permit and suffer the
 said Louisa Da Costa during her natural life to receive
 the Interest Income and dividends of the Bank Stock
 Bonds, or other Estate in which the said trust fund may be
 vested, on her own separate receipt free, clear and discharged
 from the debts, contracts or control of her present or any future
 husband. Third, in trust upon the death of said Louisa
 leaving living any child or other lineal descendant to pay
 over the said trust fund with all the Interest due thereon
 to such lineal descendant according to the respective sha-
 res of each the spouse of a deceased parent always taking that
 parents share. Fourth, in case the said Louisa die leav-
 ing no child or other lineal descendant living to take as
 above. Then in Trust to convey, pay over and deliver the said
 Trust fund to such person or persons as the said Louisa
 by a writing in the nature of a last Will shall appoint

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which she is at liberty to execute notwithstanding her marriage
fifth, in case the said Louisa die as aforesaid leaving
no lineal descendant, and without making any such
appointment then in Trust to pay over the said trust fund
to such person or persons, as according to the Statute for the
distribution of intestates Estates, may be entitled to the same,
and if but one person be so entitled, then to pay over to such
the whole amount, so that no part thereof may escheat —
In witness whereof we the said parties to the above have
hereunto set our Hands and Seals this Twelfth day of
May in the year of our Lord One Thousand eight Hundred
and Thirty Four, and in the Fifty Eighth year of the Sovereignty
and Independence of the United States of America —
Signed, Sealed & Delivered } Mr P Dacosta (L.S.)
in the presence of } Louisa R Dacosta (L.S.)
George Warren Crops
H G Gray.

Schedule referred to in Deed Annexed
Francis Hinckley Bond to Thomas Hanscome dated 1st January
1831 condition \$5000 with Int. \$5350 —
George W Morris & Lewis Morris Bond to
Thomas Hanscome condition \$3500 with Int. 3709. 60
John A Weston Bond to George Chisolm Junr
assigned to the Hanscome dated 1st March 1839
Condition \$1350 with Int. 1117. 75
R D Pinckney, H D Quash & H Charleston.
John H Charleston 2 Bonds to Thomas Hanscome
dated 29th May 1830 Conditions \$11500 Bal. 9129. 71
Abraham Wilson, Hugh Wilson Bond to
Thomas Hanscome dated 23rd July 1825
Condition \$12079. 71s Balance & Int. 5891. 91
Cash 206. 78

A Negro Woman named Harriet the Share or Interest of
Louisa R Dacosta in the Legacy given to Nancy Randall,
on her death to be divided between Louisa & her brothers
and Sisters —

Mr P Dacosta (L.S.)
Louisa R Dacosta (L.S.)

Sealed & Delivered }
in presence of —
George Warren Crops
H G Gray

Personally appeared before me H G Gray who being
duly sworn says that he was present and he saw the within
named William P Dacosta & Louisa Dacosta his wife

sign, seal and as their Act and Deed Deliver the within
Instrument of Writing and that he the said together with
George Warren Scrope witnesseth the due Execution thereof and for
the purposes within mentioned.

Swear to before me

This 14th day of May 1834

Thos. J. Jones N. P. & M.

State of South Carolina
Colleton District
Caroline R. Webb & D. I. Henderson
In Trust
to
Edward J. Webb

Recorded 14th May 1834

Marriage Settlement

This Indenture made this
Fifteenth day of March in the
Year of our Lord One Thousand
Eight Hundred and Thirty
Four, between Caroline R.

Webb of Ashesop S^t Bartholomew's

Parish of the first part and D. I. Henderson of Waller's
of the second part and Edward J. Webb Trustee of the third
part witnesseth that whereas a marriage is intended by
God's permission, shortly to be had and solemnized between
D. I. Henderson and Caroline R. Webb, and the said Car-
oline R. Webb at the division of her Father's Estate being
intitled by his last Will and Testament to a certain portion
from his said Estate a Schedule whereof shall as soon as
practicable be executed and recorded as a part of this
Deed. And whereas to protect said certain portion of property
for ever from all debts, Contracts, and liabilities of said D. I.
Henderson and the uses and purposes hereinafter expressed
it hath been covenanted and agreed between the parties to
this Instrument that said undivided portion shall be held
and secured in the manner and form following. That
is to say that in Consideration of the said intended marriage
shall take effect and in Consideration of the sum of Five
dollars to her the said Caroline R. Webb in hand paid / the
Receipt whereof is hereby acknowledged by the said Edward
J. Webb Trustee for the uses and purposes following. The
said Caroline R. Webb by and with the consent of the said D.
I. Henderson as is signified by his being a party to these pre-
sents hath bargained, sold, transferred, released and delivered
and by these presents doth bargain, sell, transfer, release and
deliver unto the said Edward J. Webb Trustee and to his his
Executors, Administrators and Assigns and to the survivors
of them all and Singular the aforesaid Estate or portion
more particularly to be described and enumerated in a Schedule

to be hereafter executed as aforesaid for the uses and purposes
following that is to say in Trust, for the sole use, benefit and
behalf of the said Caroline P. Webb until said intended
marriage shall take effect, and from and immediately
after the solemnization of said marriage. In Trust
for the joint use, benefit and behoof of the said Caroline
P. Webb and D. J. Henderson, and the issue of their said
marriage during their joint lives, at and in the event of the
death of the said Caroline P. Webb leaving child or children
of the said marriage, living and the said D. J. Henderson
surviving her, then for the use and behoof of the said child
or children and the said D. J. 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
Caroline P. Webb leaving no issue of said marriage and said
D. J. Henderson surviving her, then upon this further Trust
that is to say One moiety of said Estate or portion for the use,
benefit and behoof of the said D. J. Henderson his Heirs, executors,
Administrators and assigns forever free from all trusts and
limitations whatever and the other moiety subject to the power
of the last Will and Testament of said Caroline P. Webb
and in default of such will then to be equally divided between
her brothers and Sisters their Heirs Executors, Administrators
and assigns for ever, and upon the further Trust, that in
case the said Caroline P. should survive the said D. J. Hen-
derson having issue then all and singular the aforesaid
Estate or portion for the use benefit and behoof of the said
Caroline P. forever child or children of the said Caroline P.
by this or any subsequent marriage, and the said Caroline P.
to be equally divided between them as tenants in common
and in default of issue then for the sole use, benefit and
behoof of the said Caroline P. forever free from all trusts,
and limitations and debts whatsoever and it is also agreed
and covenanted that if at any time it be judged expedient to exchange
any part of this property for other property of equal value, it may
be effected but only by the concurrence of all parties to these presents
and the property so exchanged for shall be held by the Trustees
and subject to all the provisions of this deed. And lastly upon this
further Trust, that the said D. J. Henderson have the sole and
exclusive management of said Estate - and to receive the
Rents, Issues, profits and emoluments of the same for the
exclusive use, benefit, and behoof of their said issue - All
of which is hereunto agreed and Covenanted upon as is done.

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Signed by the hands and seals of the aforesaid parties being
hereunto annexed. In witness whereof the parties to these pre-
-sents have hereunto interchangeably set their hands and seals
this Fifteenth day of March in the year of our Lord One thou-
-sand Eight Hundred and Thirty Four - and in the Fifty
Eighth of American Independence —

Signed, Sealed & delivered } C. J. Webb Trustee (L.S.)
in presence of } Caroline R. Webb (L.S.)
H. Allison Lockwood. } D. S. Henderson (L.S.)
Elizabeth M. Webb.

South Carolina

Colleton District

Personally appeared before me Miss H. Allison Lockwood
who upon Oath saith that she was present and saw the within
named Caroline R. Webb and D. S. Henderson sign, seal
and as their act and deed deliver the within Instrument of
Writing and that she together with Elizabeth M. Webb sub-
scribed their names in testimony of the due Execution thereof
Sworn to before me this

27th day of March 1834

M. E. Barn (M.W.)

H. A. Lockwood

Recorded 3rd June 1834

South Carolina

This Indenture made this Twenty Ninth
day of May in the year of our Lord One Thousand Eight Hundred
and Thirty Four between William Henry Bold of the Town
of Beaufort in the State of South Carolina of the One part and
Emeline Stephanie Givens of the second part and William
Bold the elder and Philip Givens of the Town of Beaufort in
State aforesaid of the third part. Whereas a marriage is shortly
intended to be had and solemnized between the said William
Henry Bold and Emeline Stephanie Givens and whereas the
said Emeline Stephanie Givens is now possessed of a con-
siderable real and personal Estate, the latter consisting of
Negroes and other Slaves hereinafter mentioned and named
and whereas upon the treaty of and previous to the said mar-
riage it hath been and upon the treaty of and is agreed upon
by and between the said William Henry Bold and Emeline
Stephanie Givens that the said Real and Personal Estate
aforesaid of the said Emeline Stephanie Givens should be by
them granted and affianced to them the said William Bold
the Elder and Philip Givens and the survivors of them and

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(L.S.)
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the heirs, Executors and Administrators of such devisements
upon the Special Trust and Confidence, nevertheless and to
and for the several uses intimated and purposed hereinafter
mentioned limited Express and declaration of and concerning the
same. Now this Indenture witnesseth that in pursuance
of the said agreement and no consideration of the said
intended marriage, and also of Five Quarts lawful money
to the said Emeline Stephanie Givens in hand well and truly
paid the receipt whereof is hereby acknowledged and for di-
vers other good and sufficient causes her therewith moving
she the said Emeline Stephanie Givens by and with the
privy and consent of the said William Henry Bold
her said intended Husband testifying by his being a party
heirunto and Executing these presents, that he granted and
begained sold and released and confirmed unto the said
William Bold the ~~and~~ Elder and Philip Givens their
heirs and assigns all of her Estate in Remainder in and
to that plantation or tract of land on the Island of Port
Royal now in the possession of Mr. Jean Tracy formerly
Mr. Jean Givens Containing Four Hundred acres bequeathed
to her by the last will and Testament of Mr. Sarah Givens
late of the Town Beaufort also all that Tract of ~~Princ~~
Land on Port Royal Island near the half way house
Containing One hundred and Sixty Acres bequeathed to her
by the last Will and Testament of Mrs. Sarah Givens late
of the Town of Beaufort also all that Lot of land in the
Town of Beaufort with the mesnage and Tenement thereon
Known on the plan of the Town by the Number Three Hun-
dred and fifty Eight No (358) Bounding to the North on
Princes Street to the East on Harrington Street to the West
on ~~Lot of~~ ^{Lot} No One Hundred and fifty three, to the South
on Lot Number three Hundred and fifty four together with
all and Singular the Hereditaments, rights, members and
Appurtenances whatsoever to or upon the said Plantation
or Lots of Land standing being belonging or in any wise
incident or appertaining and the reversion and remainder rents
and Issues and Profits thereof and of every part and parcel
thereof with the appurtenances and also all the Estate right
Title interest property claims and demands whatsoever of her
the said Emeline Stephanie Givens of and to all and Singular
the aforesaid premises to have and to hold the aforesaid Plan-
tation tract or Lots of Land hereby intended to be released
and confirmed unto the said William Bold the Elder & Philip

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Know their heirs and assigns to and for the several uses intents
and purposes herein and hereby intended to be made and de-
clared of and concerning the same - and this Indenture fur-
ther witnesseth that in pursuance of the aforesaid agree-
ment and in consideration of the said intended marriage
and also of five cents lawful money to the said Emeline
Stephanie Given in hand well and truly paid the receipt
whereof is hereby acknowledged and for divers other good
and sufficient causes her therewith moving she the said
Emeline Stephanie Given by and with the Privity and Con-
sent of the said William Henry Bold her said intended
husband testified by his being a party thereto and executing
~~such grants buying and receiving these premises to the~~
these presents ~~as~~ grant and bargain and sell and in
plain and open market deliver unto the said William Bold
the Elder and Philip Given the following Negro Slaves.
Dorcas, Dinah, Eve, Mag, Philis, Beck, Ned, Binah, Pitta,
Dorcas, Chloe, Hagar Madge, Tilla, Cate, Hannah, Mallifa, Nancy
Isaac, London, Abram, Black Nat, Monday, Party, Peter, Venture
Sancho, Sanchez, Cato Isaac, Emily, March, together with the future
issue and increase of the females. To have and to hold the said
Negro Slaves with the future issue and increase of the females
unto them the said William Bold the Elder and Philip Given and
the survivors of them and the executors and administrators of the
survivors upon the special Trust and Confidence nevertheless
and to and for the several uses intents and purposes herein
and hereby intended to be made limited and declared of and
concerning as well the said personal Estate of the said Emeline
Stephanie Given as the said Real Estate of the said Emeline
Stephanie Given hereby intended to be granted released and con-
cerned and each and every of the parties to this Indenture hath
agreed that the same and every part thereof shall be limited set-
tled and apportioned in manner and form following that is to say
in Trust to permit and suffer the said William Henry
Bold and Emeline Stephanie Given during the joint lives of
the said William Henry Bold and ^{Stephanie} Emeline, this intended wife to
have receive and take the Rents, Dives, and profits therefrom to
the use and behoof of the said Emeline Stephanie Given and
to defray the charges of their family not subject to alienation
or charge by the Contract or for the Debts of the said William
Henry Bold and in case the said Emeline Stephanie Given
should die in the lifetime of the said William Henry Bold
leaving issue one or more of the said marriage living at the time
of her death, then from and immediately after such her

death to trust to permit and suffer the said William Henry Bold to have receive and take the Rents, issues and profits thereof for and during the Term of his natural life, and from and immediately after such his death in Trust to be equally divided among the Children of the said Marriage if more than One share and share alike each ones share to be paid and delivered as he or she shall attain the Age of Twenty One years or day of Marriage whichever shall first happen and if there be but One child of the said Marriage then to that child absolutely forever but in case the said William Henry Bold should die in the lifetime of the said Emeline Stephanie Givens his intended Wife leaving issue one or more living at the time of his death then from and immediately after such his death in trust to permit and suffer the said Emeline Stephanie Givens for and during the Term of her natural life to have receive and take to herself the Rents issues and profits thereof and every part and parcel thereof and from and immediately after the death of the said Emeline Stephanie Givens in Trust to divide pay over and to deliver the aforesaid Rents issues and every part and parcel thereof to such person or persons upon such trusts and for such uses, intents and purposes as the said Emeline Stephanie Givens by her last Will and testament in writing or any Writing purporting to be or being in the Nature of her Will shall think fit to direct but in case the said Emeline Stephanie Givens should die without making such will in writing or writings purporting to be or being in the Nature of a Will then from and immediately after her death in Trust to divide pay over and deliver to the said Children if more than One share and share alike as they shall severally and separately the Age of Twenty One years or marriage whichever shall first happen his her or their share and portion according to the true intent and meaning of these Presents but if at the time of the death of the said William Henry Bold or Emeline Stephanie Givens whichever shall first happen there should be no Issue of the said Marriage living then from and immediately after such death leaving no Issue of the said Marriage living In Trust to pay over and deliver all and Singular the Estate real and personal herein and hereby settled and conveyed to the sole and only use of the survivors of them the said William Henry Bold and Emeline Stephanie Givens to have and to hold the same to such survivors and to his or her heirs Executors Administrators and Assigns forever And lastly the said William Henry Bold for himself his heirs Executors Administrators

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-tators and assigns at th^t by these Presents Covenant and agree
and with the said William Bold, the Elder and Philip Givens
and the survivors of them and the heirs Executors and Adminis-
-tators of such survivors that he the said William Henry Bold
his Heir Executors Administrators and assigns shall and will from
time to time and at all times hereafter upon the reasonable requ-
of them the said William Bold the Elder and Philip Givens or the
survivor of them his Heir Executors Administrators and assigns
make do and execute all such further and other reasonable
acts and deeds in the Law for the confirming these Presents -
In witness whereof the said parties have hereunto set their hands
and Seals on the day and in the year above written

Margaret A. McLean
Jane M. Bold
R. W. Barnwell

William Bold (L.S.)
Philip Givens (L.S.)
Wm H. Bold (L.S.)
Emeline T. Givens (L.S.)

South Carolina Beaufort District

J. McLean Parson

Personally Appeared before me Robert W. Barnwell who
being duly sworn made Oath that he saw the Within Named
Wm H. Bold and William Bold & P Givens and Emeline Givens
Sign. Seal, and as their act & deed deliver the Within written
deed and that he with Margaret McLean & Jane M. Bold
Witnessed the Execution thereof
Sworn to before me this 29th }
day of May 1834 }
J. G. Smith (D.W.) }
R. W. Barnwell

Recorded 4th June 1834

The State of South Carolina

Whereas Robert M. Allan and Mary Chechester
Allan his wife died on the tenth day of December in the year of our
Lord One Thousand Eight Hundred and Thirty three, by deed of Indi-
-ture duly recorded, convey, release, transfer, and assign unto John
Crawford and Robert S. Turnbull a pecuniary legacy of Three
Thousands Dollars and also an undivided fifth part of the rest
and residue of the estate, real and personal of her Father the late
Robert S. Turnbull deceased to which she was entitled under the
last Will and Testament of her Father the said Robert S. Tur-
-bull deceased subject to certain trusts and limitations in the
said deed, mentioned which will more particularly appear by
reference had thereto and whereas in the said deed it was Cov-

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ted and agreed by and between the said Robert M Allan, Mary Chickester Allan John Crawford and Robert J Turnbull that the said Robert M Allan and Mary Chickester Allan his Wife during their joint lives and the survivor of them should be permitted to substitute a trustee or trustees in the place of the said John Crawford and Robert J Turnbull or either of them in the words following to wit, and upon this further trust to permit the said Robert M Allan and Mary Chickester Allan his wife during their joint lives and the survivor of them by any deed in writing duly executed in the presence of two or more creditable Witnesses to substitute a trustee or trustees in the place of the aforesaid Trustees John Crawford and Robert J Turnbull or either of them whether they be living or dead and by such substitution to vest in such trustee or trustees so substituted all the powers herein vested in the said John Crawford and Robert J Turnbull subject to the same trusts Conditions, limitations and provisions as are herein expressed and declared or intended to be expressed and declared of and concerning the premises herein and hereby Conveyed or intended to be Conveyed, and whereas since the execution of the said deed it has become inconvenient to all parties that the said Robert J Turnbull should Continue and remain a trustee under the said deed he having permanent fixed his residence beyond the State of South Carolina to Wit at the City of New York and the said Robert M Allan and Mary Chickester Allan his wife are desirous of having a trustee residing in the City of Charleston in the State of South Carolina in the place and stead of the said Robert J Turnbull now know all men by these presents that we the said Robert M Allan and Mary Chickester Allan by virtue of the aforesaid authority and under the aforesaid clause and covenant in the aforesaid deed do by these presents substitute nominate and appoint Edward Blake of the City of Charleston in the State aforesaid a trustee in the place and stead of the said Robert J Turnbull under the aforesaid deed giving and granting unto him all the powers and authority which the said Robert J Turnbull had or might have had under and by virtue of the aforesaid deed of indenture. In Witness whereof we the said Robert M Allan and Mary Chickester Allan his wife have hereunto set our hands and seals at Charleston in the State aforesaid this Sixth day of June in the year of our Lord One thousand Eight hundred and Thirty four

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Sealed and Delivered
in the presence of the
word substitute being
written on an erasure on the 17th line
fifth page

Richard Allan
George Haig

South Carolina

Robt M. Allan (Z.S.)
Mary C. Allan (Z.S.)
E Blake (Z.S.)

Personally appeared Richd' Allan
& made Oath that he saw Robert M. Allan. Mary C. Allan
& E Blake sign, and seal this Deed and that he with George
Haig witnessed the same
Signed before me this 19th
day of June 1834

Schedule of the Proportion of the Estate of the late Robert J. Turnbull Esq^r deceased to which M^r Mary Chichester Allan
wife of Robert M. Allan is entitled under the last Will and
Testament of her Father the said Robert J. Turnbull deceased
so far as the same has been divided and allotted to her, up
to this Sixth day of June in the year of our Lord One thousand
Eight Hundred and thirty Four Viz the following Negroes allotted
with the Consent of the said Robert M. Allan and Mary Chichester
Allan in payment of the pecuniary legacy of three Thousand
Dollars given in the aforesaid last Will and Testament to Mary
Chichester Allan - John, Joe, Judy, Dolly, Daniel, Delia, Belia,
James, Sam, Jack, Betty, in all Eleven Slaves - and the following
thirty three negroes slaves being part of the rest and residue of
the Estate of the said Robert J. Turnbull as far as the same has
been as yet divided according to the provisions of the said
last Will and Testament of Robert J. Turnbull deceased
being One fifth part of the Negro Slaves on the Johns Island plan-
tation after taking out a sufficient number to pay the pecuniary
legacy Viz 1 Hardtimes 2 Tary, 3 Phoebe 4 Sylvia 5 Nancy, 6 Pe-
ter, 7 Webster, 8 Young Nancy, 9 Betty, 10 Will, 11 Shaper, 12 Sippin, 13 Long
14 Sylvia, 15 Betsy 16 Charlotte, 17 Brook, 18 Pender, 19 Eliza, 20 Abby,
21 Polly, 22 Jack, 23 Doll, 24 Peggy, 25 Betsy, 26 Peter, 27 Binkley, 28
Jacob, 29 Martha, 30 Harry, 31 Eve, 32 William 33 Beck, and the fol-
lowing Articles of Household Furniture and Silver Plate Viz
Two Bedsteads, Five Mahogany Tables, One Wood ditto, Two Purse
Three Looking glasses, Twelve Chairs, One Stander and Two pair Linen
One soft Cloth Chair, One Wash Stand, One Wardrobe, One Sideboard,
One Lot of Carpets, One Lot of Bedding, One Silver sugar Dish, Two

70 Milk Pots, One Silver Bowl, Two Spoons, Bottom Table spoon,
One Silver Knife, One Fork, One Butter Knife, One set of Basters,
Signed in the presence of }
Richard Allan } Robt M. Allan
George Haig } Mary C. Allan
John Crawford.
E Blake

South Carolina

Personally appeared Richard Allan and made
Oath that he saw Robert M. Allan, Mary C. Allan Mrs. Brown-
ford and E Blake sign their names to the foregoing Schedule
and that he with George Haig subscribed as Witnesses to the
same,

Swear before me this
10th day of June 1834
I Kingman
Not Pub

Received 10th June 1834

The State of South Carolina

This Indenture made the thirty first
day of May in the year of our Lord One thousand eight hundred
and Thirty Four between Alexander John Ulmer of the one part
and Joseph W. Morrison trustee of Elizabeth Riga Ulmer the wife
of the said Alexander John Ulmer of the other part whereas on the
Eight day of January in the year of our Lord One thousand eight
hundred and thirty the said Alexander did seal and deliver to
the said Joseph W. Morrison and to William Murray his certain
bond or obligation in the penal sum of Twenty Thousand dollars
reciting that Whereas Joseph Morrison of St. Bartholomew's
Parish being seized and possessed of considerable real and
personal estate did on the 17th of May 1817 duly make and ex-
-ecute his last Will and Testament in writing wherein and
wherby he devised and bequeathed unto Robert Morrison
George Taylor survivor Maywood, Archibald J. Johnson and the
survivor of them a certain plantation on the waters of Tullyfin-
-my and Coosawatchie and also fifty Negroes to be drawn
in Families from the said plantation in trust for John Morrison
the son of the said Testator during his life, and after his death
then the said plantation to be in trust for Joseph W. Morrison
the grandson of the Testator, and as to the Negroes in trust that
they with their issue shall be held by the said Trustees until
the children of the said John Morrison shall attain to the age of
Twenty One years at which time they shall be divided equally

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among them, with a devise over in case none arrive at such time
and whereas the said Joseph afterwards died leaving said
Will in full force, and the same was duly proved and carried in
Execution and the various trusts fulfilled by the Trustees as far
as was consistent with the said Will. And whereas the said
Negroes with their increase amounting in the whole to Fifty
Seven are now in the possession of Simon Magwood as surviving
Trustee to await the period of distribution provided by the Will
and the said John Morrison died leaving two Children to him
the said Joseph Morrison and a daughter Elizabeth Ringer Mo-
rison of whom Joseph alone hath attained the age of twenty
One years and the said bond recited further that whereas by
divine permission a marriage is about to be had and solemn-
ized between the said Alexander John Ulmer and the said Eliza-
beth R Morrison and whereas previous to the same it has been
agreed by and between the said Alexander and the said William
Murray and Joseph V. Morrison on the part of the said Eliza-
beth, that the property bequeathed to the said Elizabeth upon
the Contingency aforesaid shall go to the said William and
Joseph V. and the survivor of them and the executors and
Administrators of such survivor and be to and for the said
uses, trusts, intents and purposes hereinafter declared, but by
reason of the said Contingency no Conveyance of the said pro-
perty can now be made and no distribution can be effected
until the said parties arrive at the age of twenty one years: and
whereas after the foregoing recital the said bond or obligation
hath a Condition thereunder written, declaring that if the said
Alexander John Ulmer shall and do in case such intended
marriage take effect when the said Elizabeth shall have attain-
ed the age of twenty One years and when division of the said Negroes
shall have been made and the share or portion of the said Eliza-
beth shall have vested and become ascertained or within Six
Months thereafter well and truly execute a deed in the nature of a
Marriage Settlement by which said deed the said Alexander shall
Grant, bargain, Sell, release and deliver unto the said
William Murray and Joseph V. Morrison and the
survivor of them and the Executors, Administrators
and assigns of such survivor all and every Negro
or Negroes, or part-portion or share to which the said
Elizabeth was then or might thereafter become entitled
to or which were then vested in her the said Elizabeth
from and under the Will of the said Joseph or in any
other manner, to and for the uses, trusts, intents and

purpose thereof after set forth, as aforesaid, and
and at large appears on reference being had to the
said Bond and Condition, then the said Obligation
was to be of none effect, otherwise to remain in full
force and Virtue, And Whereas since the execution
of the said Bond, the said Marriage hath been duly
had and solemnized, and the said Elizabeth hath
lately attained the age of Twenty One Years, and
Whereas the event provided by the Will upon which
a division was to be made hath come to pass & the
said division having been duly made, the Negroes
hereinafter mentioned were duly allotted to the said
Elizabeth as her share or portion under the Will aforesaid
of her Grand Father, and whereas the said Alex.
John Ulmer is desirous of Complying with his
engagement to execute a Settlement as aforesaid
and to have the benefit of the Condition of the said
Obligation, but the said parties Parties in the said
Bond prefer to relieve the said William Murray from
any further Trust and to have a Conveyance executed
to the said Joseph V. Morrison alone, and the said
Alexander is willing so to do, Now this Indenture
Witnesseth that the said Alexander John Ulmer
in Consideration of the said Obligation, and of the
said Marriage, and also in Consideration of the agree-
ment aforesaid and of the sum of Ten dollars to him in hand paid
by the said Joseph V. Morrison, and also for divers other
considerations him thenceunto moving, hath granted, bar-
gained and sold and by these presents doth grant,
bargain, sell and deliver unto the said Joseph V.
Morrison the following Twenty Eight Negroes, Dick,
Nancy, Little Dick, Plenty, Lucy, Mary Ann, Belia,
William, Diana, Harry, Dinah, Ned, Dol, Ben, July,
Amarita, Capt Rose, Joe, little Nancy, Jack, George,
Adam, Peter, Cyrus, Harry, Tommy, & George Carpenter
To have and to hold all and singular the same
with the future increase and issue of the females unto
the said Joseph V. Morrison his Executors, Adminis-
trators and assigns forever, In Trust Nevertheless
to and for the persons, upon the uses, intents, purposes,
Conditions and limitations hereinafter set forth
and declared that is to say, In Trust to permit &
Suffer the said Alexander John Ulmer and Elizabeth

his Wife to have, take, use, occupy and enjoy the said
 property and the issues and profits thereof for their
 joint maintenance and support for and during the
 term of their Natural lives, without being however
 in any manner subject to the debts, contracts or
 engagements of the said Alexander, And in Case
 any Creditor of the said Alexander shall during the
 life time of the said Elizabeth ipso any Proceed or
 attempt by any legal proceeding to make the said
 property or any part thereof liable for any debt of the
 said Alexander, then in Trust that all the Interest and
 Estate of him the said Alexander shall thereupon cease
 and be determined, and that the said property shall
 be for the sole and separate use and behoof of the said
 Elizabeth for and during her Natural life, not subject
 to the Contracts, debts, engagements Control or in termes
 of the said Alexander or of any future Husband of the said
 Elizabeth, and from and after the decease of either of them
 the said Alexander and Elizabeth in the life time of the
 Other, Then in trust for the survivor of them during his
 or her natural life, and from and after the decease of
 such survivor, then in Trust for such Child or Children
 of the said Elizabeth as shall be living at the time of the
 decease of the survivor of them the said Alexander and
 Elizabeth shall and shall absolutely and forever
 and free and discharged from all manner of Trusts,
 Provisions and Conditions whatsoever, provided however
 that Grand Children shall represent their deceased
 Parents and shall take the same Share as their parents
 respectively would have taken, had they been living
 at the time of the decease of the said survivor, and in
 Case there be but one Child or Grand Child of the
 said Elizabeth living at the time of the decease of the
 survivor of them the said Alexander and Elizabeth, then
 in Trust for that one Person her Executor, Administrators
 and assigns absolutely and forever and free & discharging
 from all further trusts, Provisions or Conditions, And in
 Case the said Elizabeth should depart this life without
 leaving any issue living as aforesaid at the time of her
 decease, or in Case at the time of the decease of the survivor
 of them the said Alexander and Elizabeth, there shall be
 living no issue of the said Elizabeth, then from & after
 the decease of the survivor of them the said Alexander and

Elizabeth, in Trust for the next of kin of the said Charles S. Minott
in such Shares and Proportions as are or shall be established
by the Laws of the Land, free and clear of all further trusts
whatever provided always and it is hereby declared and
agreed that it shall and may be lawful for the said
Joseph V. Morrison at any time with the Consent and
approbation of the said Alexander & Elizabeth or the
Survivor of them, testified by some Writing signed in the
presence of two or more Witnesses to sell or dispose of the
said Negroes or any of them and with such Consent &
approbation testified as aforesaid as the Case may happen
to lay out and invest the Money to arise by any such
Sale and all such trust Monies as the same may be
got in or any part thereof in other Negroes, or Stock or Secu-
rities of a sufficient Value, to be from time to time in like
manner aliened, Barred, Sold and disposed of when and
as often as occasion shall require, and it is hereby declared
and agreed that the said Joseph V. Morrison his Executors,
Administrators and Assigns shall stand possessed of &
interested in all such new or other property, lands and
securities and the interest, dividends, Profits & annual
produced thereof upon such and the same trusts & for
such and the same ends, intents and purposes, & subject
to the same Conditions as are herein before expressed & declared
or as near thereto as the death of the parties and other
circumstances will admit of — In Witness
whereof the said parties have hereunto interchangably
set their hands and seals the day and year first above
written

Sealed & delivered
in presence of
Charles S. Minott
Valentia Roger
South Carolina

J. S. Ulmer
Joseph V. Morrison

Valentia Roger appears and
made Oath that he saw A. S. Ulmer and Joseph
V. Morrison sign and execute this Instrument of
Writing for the purposes therein mentioned and that
he with Charles S. Minott witnessed the same —
Sworn before me
this 14th June 1834
Samuel Hingman
Not. Pub.

Recorded 14th June 1834

73 His Wife to have, take, use, Occupy and enjoy the
Property and the issues and profits thereof for the
joint maintenance and support for and during the
term of their Natural lives, without being however
in any manner Subject to the Debts, Contracts or
engagements of the Said Alexander, And in Case
any Creditor of the Said Alexander shall during the
life time of the Said Elizabeth upon any Proceed or
attempt by any legal proceeding to make the Said
Property or any part thereof liable for any debt of the
Said Alexander, then in Trust that all the Interest and
Estate of him the Said Alexander shall thereupon cease
and be determined, and that the Said Property shall
be for the sole and separate use and behoof of the Said
Elizabeth for and during her Natural life, not Subject
to the Contracts, debts, engagements Control or intermeddling
of the Said Alexander or of any future Husband of the Said
Elizabeth, and from and after the decease of either of them
the Said Alexander and Elizabeth in the life time of the
Other, Then in Trust for the Survivor of them during his
or her natural life, and from and after the decease of
such Survivor, then in Trust for such Child or Children
of the Said Elizabeth as shall be living at the time of the
decease of the Survivor of them the Said Alexander and
Elizabeth shall and shall a like absolutely and forever
and free and discharged from all manner of Trusts,
Provisions and Conditions whatsoever, provided however
that Grand Children shall represent their deceased
parents and shall take the same Share as their parents
respectively would have taken, had they been living
at the time of the decease of the Said Survivor, and in
Case there be but one Child or Grand Child of the
Said Elizabeth living at the time of the decease of the
Survivor of them the Said Alexander and Elizabeth, then
in Trust for that one his or her Executors, Administrators
and assigns absolutely and forever and free & discharged
from all further trusts, Provisions or Conditions, And
Case the Said Elizabeth should depart this life without
leaving any issue living as aforesaid at the time of her
decease, or in Case at the time of the decease of the Survivor
of them the Said Alexander and Elizabeth, there shall be
living no issue of the Said Elizabeth, then from & after
the decease of the Survivor of them the Said Alexander and

14 Elizabeth, In Trust for the next of kin of the said Elizabeth
in such shares and proportions as are or shall be established
by the Laws of the Land, free and clear of all further trusts
whatsoever Provided always and it is hereby declared and
agreed that it shall and may be lawful for the said
Joseph V. Morrison at any time with the Consent and
approbation of the said Alexander & Elizabeth or the
survivor of them, testified by some Writing signed in the
presence of two or more Witnesses to sell or dispose of the
said Negroes or any of them and with such Consent &
approbation testified as aforesaid as the Case may happen
to lay out and invest the Money to arise by any such
Sale and all such trust Money as the same may be
got in or any part thereof in other Negroes, or Stock or Secu-
rities of a sufficient Value, to be from time to time in like
manner altered, varied, sold and disposed of when and
as often as occasion shall require, And it is hereby declared
and agreed that the said Joseph V. Morrison his Executors,
Administrators and Assigns shall stand possessed of &
interested in all such new or other property, lands and
securities and the interest, dividends, profits & annual
produced therefrom upon such and the same trusts & for
such and the same ends, intents and purposes, & subject
to the same conditions as are herein before expressed & declared
or as near thereto as the death of the parties and other
circumstances will admit of — In Witness
Whereof the said Parties have hereunto interchangably,
set their hands and seals the day and year first above
written

Sealed & delivered
in presence of }
Charles S. Minott J. S. Ulmer (S.)
Valentia Roger Joseph V. Morrison (S.)
South Carolina

Valentia Roger appears and
made Oath that he saw A. S. Ulmer and Joseph
V. Morrison sign and execute this Instrument of
Writing for the purposes therein mentioned and that
he with Charles S. Minott witnessed the same —

Sworn to before me
this 14th June 1834

Samuel Thompson

Not. Pub.

Recorded 14th June 1834

An Indenture made on
this tenth day of April in the Year of our Lord One Thousand
Eight-Hundred and Thirty-four, by and between Mr.
Margaret H. Wilson of the first part, Thomas A.
Heyward of the second part, and John M. Deas
and James Cuthbert of the third part, all of Prince
Williams Parish in the District and State aforesaid.
Whereas a Marriage is shortly intended to be had and
solemnized between the said Mr. Margaret H. Wilson
and Thomas A. Heyward, and upon the Treaty of the
said Marriage it was agreed between the said parties,
that the following Negroes, namely, Harry, July, Robert,
Henry, Old April, Judy, Eudjae, April, Betty, Gabriel,
Morris, Francis, Jacob, Abram, Will, Claripa, Billy,
Selina, with their issue and increase, and a certain Bond
or obligation of One John M. Chisolm, bearing date
the day of in the Year One Thousand Eight
Hundred

Conditioned for the payment of
the sum of Two Thousand Five Hundred Dollars, the
Personal Property in Possession of the said Mr. Margaret
H. Wilson, as well as the Estate and Interest of the
said Mr. Margaret H. Wilson, in remainder in the
real and personal property set forth and described
in the Schedule hereto annexed, should be secured
and settled in manner hereinafter mentioned.—

Now this Indenture witnesseth, that the said
Mr. Margaret H. Wilson, in Consideration of the
said intended Marriage, and of the premises, and of
One Dollar to her in hand paid by the said Thomas
A. Heyward, the receipt whereof she doth hereby
acknowledge, and for divers other Considerations she
thereby moving by and with the Consent & approbation
of the said Thomas A. Heyward testified by his signing
and sealing these presents hath bargained, sold,
assigned, transferred, and doth hereby bargain, sell,
assign, and transfer unto the said John M. Deas, and
James Cuthbert the above named Negro Slaves with
their issue and increase, the Bond or Obligation of the
said John M. Chisolm, and the Money and interest
due or to grow due thereon, and all and singular their
title, interest and Estate in remainder of the said Mr.

to Margaret H. Wilson in and to the real and personal Estate set forth and described in a certain deed of Settlement, made and executed by the Parents of the said Mr. Margaret H. Wilson in Consideration of their intended Marriage which said real & personal property is set forth described and particularized in the Schedule here to annexed, To have and to hold the same and every part thereof to the said John M. Dear and James Guthbert, and the Survivor of them and the Heirs, Executors, Administrators and assigns of such Survivor, But nevertheless upon the trust and to the purposes and intents hereinafter expressed viz: In Trust for the said Mr. Margaret H. Wilson until the said intended Marriage shall take effect and immediately after the solemnization of the said Marriage then in Trust to hold the aforesaid Bond of the said John M. Wilson and to receive the payment of the Principal thereof when the same shall be due, and to reinvest it upon good and sufficient Security at interest, at the rate of Seven per cent per annum, to receive from time to time the interest of the said Capital sum, and the said interest to pay over to the said Thomas J. Heyward, as will before as after the reinvestment of the said Capital sum, toward the Support Education and maintenance of Elizabeth M. Wilson the Daughter of the said Mr. Margaret H. Wilson until the said Elizabeth M. Wilson shall have attained the age of Twenty One Years, or the day of her Marriage which ever shall first happen, then in Trust to deliver and pay over, as well the Principal sum aforesaid, or the Security and evidence thereof, as the interests dividends and profits then due, and accruing thereon to the said Elizabeth M. Wilson her Executors, Administrators and assigns forever, and if the said Elizabeth M. Wilson shall die unmarried and before the age of Twenty one Years, then to hold the said sum or the securities and evidence thereof, and to receive the interest thereon to accrue, to the same uses, trusts, purposes & intents, as are hereinafter declared of and concerning remaining part of the aforesaid property, hereby intended to be settled and secured, and for and Concerning all the aforesaid Negro Slaves in proportion, and the Estate Real and Personal in remainder, set forth described and particularized, in the Schedule here to

277 answered to hold the same in Trust-for the joint
and behoof of the said Mr. Margaret H. Wilson
and Thomas J. Heyward during the natural life
of Mr. Margaret H. Wilson and if the said Mr. Margaret
H. Wilson shall survive the said Thomas J. Heyward
then in Trust to Convey, transfer, assign, pay over and
deliver to the said Mr. Margaret H. Wilson, the whole
of the aforesaid property Real and Personal for her
use and exclusive use forever, discharged from the
said Trust forever, and if the said Mr. Margaret
H. Wilson, shall die in the life time of the said Thomas
J. Heyward, leaving a Child or Children, by the said
intended Marriage then to the sole and exclusive use
and benefit of the said Thomas J. Heyward during
the term of his natural life, and after his Death to do
and appoint, one half of the said property Real and
Personal equally among the issue of the said intended
Marriage, and the said Elizabeth M. Wilson, if the
said Elizabeth M. Wilson shall then be living
otherwise exclusively to the issue of the said intended
Marriage, and the other half part thereof to Convey
transfer, assign and deliver to such person or persons
and in such shares, as the said Mr. Margaret Wilson
notwithstanding her overtaking, by her last Will and
testament in Writing or by any Writing in the nature
of or purporting to be her last Will and Testament
shall limit and appoint, and in default of such
appointment, then in Trust to divide and appoint
the whole of the aforesaid property, Real and Personal
equally between the Child or Children of the said Man-
and the said Elizabeth M. Wilson or if the said
Elizabeth M. Wilson be then Dead, to or between
the Child or Children of the said Marriage, and if the
said Mr. Margaret H. Wilson, shall die leaving no
issue by the said intended Marriage, and the said
Thomas J. Heyward and Elizabeth M. Wilson, shall
survive her, then to hold one half of the said property
Real and Personal to the use of the said Thomas J.
Heyward, his Heirs and assigns forever, and the
other moiety or half thereof to the use of such person
or persons, and in such shares, as the said Mr. Margaret
H. Wilson shall in manner aforesaid appoint and limit
and in default of such appointment then in Trust as

to the said one half, to the sole and exclusive use of
the said Elizabeth Mr. Wilson her Heirs and assigns
forever, if the said Elizabeth Mr. Wilson shall then
be living, otherwise in Trust, to transfer Convey a part
and deliver, the said One Half, to John Mr. Deas
the Brother of the said Margaret H. Wilson and his
present Wife, and should either of them be Dead to
the survivor but should they, the said John Mr. Deas
and his said Wife be Dead, as well as the said
Elizabeth Mr. Wilson then in Trust, to transfer,
Convey, a part and deliver their, his or her share in the
said moiety to the said Thomas J. Heyward, his
Heirs, Executors, Administrators and assigns forever
and upon this further trust that the said John Mr.
Deas, and James Cuthbert and the survivor of them
and the Heirs, Executors & Administrators of such survivor
shall and may sell or exchange, the whole or any part of
the said Real and personal property from time to time
only however when the said Mr. Margaret H. Wilson
shall by Writing under her hand and seal so direct and
in the opinion of the said Trustees the proposed sale or
exchange, will be for the benefit and advantage of the
persons therein interested, and the proceeds of such sale
or sales, or the property received in exchange therefor, to
invest in such manner, and to hold to such uses, and
upon such trusts, as are herein before declared of and
Concerning the property sold and exchanged and the
said Thomas J. Heyward doth for himself His Heirs Exe-
=cutors and Administrators, covenant and agree to & with
the said John Mr. Deas, and James Cuthbert and the
survivor of them, and the Heirs, Executors & Adminis-
=trators of such survivor, by these presents in manner
following, that is to say, that if the said intended Marriage
shall take effect, he the said Thomas J. Heyward shall
and will permit the said Mr. Margaret H. Wilson
to make such will or other Writing, as aforesaid, &
thereby to give devise limit and appoint One Half of
the aforesaid property Real and personal to such
person or persons, for any use intent and purpose
whatsoever, and that he the said Thomas J. Heyward
shall and will permit and suffice, such will hereafter
to be made by the said Mr. Margaret H. Wilson
to be duly proved by the Executors in such will to

279 be named, and probate of such Will to be had, and
taken, as is usual, and that the person or persons, to whom
the said Mr. Margaret H. Wilson shall give or dispose
the whole or any part of the said moiety of the aforesaid
Real and personal Estate by her Will or any other
writing, that shall be signed, 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, use, occupy, possess and enjoy the
same according to the true meaning of such gift-
devise or appointment, without any let, denial, hin-
derance or interruption, of or by the said Thomas J.
Heyward his Executor, Administrator or assigns
or any of them — In witness whereof we have
hereunto set our hands and seals, the day & year
first above written —

Signed sealed & delivered,

in the presence of us } Margaret H. Wilson (S.S.)
the word & place being first Thos. J. Heyward (S.S.)
dated in 2nd page 21st line

Asm'l C. Turner

D. McNeill Turner

Robt. D. Lawrence

South Carolina,
Beaufort District }

Personally appeared before me
D. McNeill Turner and made Oath that he saw
the above named Margaret H. Wilson and Thomas
J. Heyward sign seal and as their Act and did
deliver the Within Marriage Deed and that he
with Robert D. Lawrence witnessed the Execution
thereof —

Sworn to before me this twelfth day of May 1834
W. J. Buckner

J. M. Corr. off: D. McNeill Turner
Recorded 17th June 1834

END