







and belonging or due to him, personally  
 at the time of his death, to be  
 paid as the same has come to the  
 Cognate knowledge. That the value of  
 the debt of the said General Elliot  
 and Effat should in the United States  
 including the general account there done  
 to the state is Six hundred Spanish Dollars  
 and under Eight hundred Spanish Dollars. The  
 conjunction of the said General Elliot is  
 required in favor of the defendant and his  
 heirs, viz. Heirs and Coheirs. All which  
 is both in the defendant shall never to God  
 (Signed) Robert Mather  
 ) ) James Johnston Esq  
 of Charleston in & witness  
 the

*William's Last Will Disposition & Settlement and Testis*

I William Moultrie sometime Manufacturer  
 formerly residing at Barbours of this County  
 South Carolina in health and under the  
 my settlement of my last will and testament  
 habits, so as to provide all disputes after  
 my death, and having full confidence in the  
 integrity and ability of the persons whom  
 I have named in this last will and testament,  
 have assigned and disposed to be done by the  
 friends, under the last provisions and con-  
 ditions, and with the power and authority of  
 my natural free spirit, Assign and dispose to  
 and in favor of James Johnston Manufacturer in  
 this County of South Carolina, Manager of the late  
 General Mather of this County of South Carolina  
 and Robert Mather and

at Carolina College, Salisbury and the services  
 or services of them who shall accept, and to and  
 other, from a former or shall be assumed in  
 manner aforementioned (the said God crossing and  
 returning being at the time a given) a Debt  
 for the said debt was not proper here after making  
 a Debt of all and which that part of one  
 of Charleston's, relating to being the debt and  
 being done also, with manner I thereby, or being  
 and shall thereby ought upon part of the debt  
 part of a general good interest, which manner  
 is thereby provided in the deed by the said father  
 said thereby from the said Salisbury; on the  
 said by a part of good to be paid and received  
 by James Johnston Esq of this County of South  
 Carolina, on the part of Charleston, and  
 separating the part of good shall be paid from  
 the part of the debt of James Johnston, on the  
 side by Charleston, and on the said part  
 by general debt, or long term to Robert Elliot  
 and partly by a similar debt of James and  
 a debt of a part of the debt of the said debt  
 by him and the debt has been paid on the  
 part of general debt, through, all being under  
 the part of the said James and Robert Mather, and  
 the debt has been and other buildings and  
 the part of part of general, which part of part  
 and other was left by the said James  
 Johnston to be my share and assigns for the  
 part of mine land and mine, mine, mine,  
 from and after the time of Salisbury, Robert  
 Johnston and myself in, assign to Robert Mather and  
 Robert Mather and myself in, assign to Robert Mather and  
 myself in, assign to Robert Mather and myself in,  
 and that the day of James Johnston land  
 and

and fifty eight, as also all the land that  
and suitable parts of my description belongs  
to me at the date of my death together  
with all and sundry my other movable  
means and Estates of whatever kind and  
denomination the same may be, which shall  
belong to me at my decease, and unless  
provision be therein made, generally all the  
said parts of money, such as land, money  
in Bank, with Bonds, Bills, book debt, bank  
bills, shares, Stocks, notes and papers, as well  
as labor, wages paid and other kinds of  
property together with all here written and other  
books. If any part with respect of here-  
before belonging to me in any capacity, shall  
right to which shall be held by me in any  
name of the New York Company, Stock,  
as well as two shares belonging to me of  
the Dutch West India Company held in trust by  
the Edinburgh and Glasgow Trading Company  
now by the said Dutch West India Company  
with the usual covenants and conditions stated  
and all that has followed or may be con-  
sidered to follow thereon, shall in trust always  
for the said use and purposes and under  
the direction and management of the said trust.  
That my said Trustees shall sell and dispose  
of the whole subject heretofore and hereafter  
mentioned and shall cause the several debts and  
indebtedness of mine which shall be due to me  
to be paid by them in manner following.  
That is to say, my said Trustees shall be  
the first year, salary and pay out of my  
movable estate and effects all my just and  
lawful

lawful debts, that shall be owing owing by me  
at the time of my death with my just  
charges and the expenses of executing the said  
Trust. Secondly. That my Trustees shall pay to the  
Deceased only one of my several bills. That  
Deceased's, that if any bill be taken for  
the term of Six Months, and that at the  
first term of Wednesday next after the  
anniversary death of me and my wife, shall  
I have and be due to my said Trustees, here-  
named and the parts following to which has  
been applied for. To the said term, I have  
throughout the time I have my wife and her  
being a provision gift in the manner then  
made of a few shares in the said company,  
and in February Eighteen hundred and fifty six  
I have to the said trustees some Shares of  
the New York Stock I have a large estate and  
other things purchased by me. That I have to  
David and William Young sons of William Young  
Manufacture the two parts of early, some  
the said trustee also apply to the said  
David Young and the other parts to be young  
bills. That to my said Trustees I bequeath my  
just Debt to be paid the sum of Five Hundred  
I have also three, and find that the value  
of the share which bequeathed to the said  
I have named, shall be delivered over to the  
said son. That my death in circumstances will  
be paid. Thirdly. That in the case of Captain  
Deceased my Trustees surviving me, I hereby request  
my Trustees to pay out the whole estate  
owing from my movable means and estate together  
with



with the rank of captain at Puebla, and besides in my pursuit in riding and Fox Company that to my great expense, and that half yearly at Monterey and Matamoras during all the time of my natural life. Further, In the last year my said wife shall have the use of the whole household furniture and effects, except the articles specially here specified, jointly and jointly with that during her life. Further, that she shall be the sole and true owner of all my said wife's estate, she shall with the assent of my Executors be entitled to the purchase of lands, or other things subject to England's laws, but so as no contract in the above subject or any of them to be made or treated by either with out the consent and sanction of my said Executors. Finally, In the death of the last born of her and my said wife, my Executors or heirs shall and approved to dispose of the whole of my said wife's property here devised with right to the said heirs, and that either by sale or lease or grant herein as they shall consider proper, so also my said wife and her heirs in the County of Palms and San Francisco stocks, so with as the whole of my household furniture cattle and effects I intend to be sold in any way my Executors may see cause and advantage. In the Executors hereby intended in my said wife, that after the death of my said wife jointly with her heirs and assigns, and the heirs of my said wife and her heirs shall have the full benefit of my said wife's estate after paying all debts my said wife

other claims with the expense attending the management and winding up of my said wife's estate to be divided with her said heirs or assigns and my Executors or heirs shall be paid the same to my wife's personal estate of the Mexico's Estate - Mexican wife of Thomas William White - Mrs. who jointly to the lawful child or children of her said wife or heirs: The Mexican Estate being in the daughter of the late William Cookman from this her estate: The said Cookman is the wife of William Cookman - Mrs. who jointly to the lawful child or children of her said wife equally one share. The Mexican Estate being in the daughter of the late William Cookman from this her estate and to Mrs. Cookman being in Mrs. who daughter of the said William Cookman the last and remaining share, declaring that should either of my said wife's said Cookman and Mrs. Cookman produce the lawful issue of me and my said wife without lawful issue of her body, the share of my said wife hereby specified in the above or demand shall fall and belong to the other issue being the survivors of the two last mentioned: And it is hereby further provided and declared that the said share or shares or issue of my said wife shall be assigned to them in the proportion above stated but that to the exclusion of the free will, or right of administration of any husband to whom they or any of them shall be married and this except above said be void and inoperative to my Executors for this occasion. And I do hereby give the said

full and unqualified power to my said  
 Trustees above named, and to the survivors  
 or survivors of them, and to their Trustees who  
 may be named, and the Trust, to sell  
 all the signs of the seals of my said  
 estate, as well as the books of the  
 said estate, upon demand and that either  
 by public sale or private bargain, and if by  
 public sale upon such proposals and conditions  
 made as to the said Trust Trustees, and  
 for that purpose to enter into articles of sale  
 and minutes of sale; to grant discharges or  
 other deeds concerning all the said and  
 necessary things touching my said estate  
 for fulfilling the said trust, and in the  
 same manner and as fully as I will have  
 done myself, and I do hereby commit and  
 appoint my said Trustees and the survivors of them  
 to be my sole Executors and Administrators with  
 any possible property with full power to them  
 to give up the said estate to whom the  
 same and generally to do anything consistent  
 to an Executor; and with full power to my said  
 Trustees from time to time as they may judge or  
 should be necessary and account and other things  
 as I have in this behalf intended to be done, Trust  
 or Trustees along with them and after their decease  
 and for that end the said Trustees shall grant  
 such and such of deeds of conveyance as may be found  
 necessary for carrying on and executing the  
 Trust in conjunction with themselves the said Trust  
 Trustees and full power to them and their  
 heirs and assigns to the said Trust Trustees and their  
 heirs and assigns, and that the said Trust Trustees  
 and assigns

and Assigns of each named Trustee - Trustee  
 shall be in execution, and that the said Trust  
 in regard to the said Trust Trustees and full power  
 I should and intended as if they were had been  
 made and confirmed with them of the said  
 Trustees above named, and further for the same  
 amount of my said Trust to consist of the  
 Trust Trustees named in them I do hereby declare  
 that they shall not be liable for mismanagement  
 or neglect of management in anything in relation to  
 that trust shall be held for by me or my  
 executors only. It is hereby specially provided and  
 declared that if any of the Trustees having an  
 interest in the execution of my said estate in any  
 way should or attempt to infringe or do such to  
 the trust of the said estate, who or they or either  
 shall be all right and interest therein and the  
 above or liquid requested to each of them shall  
 have and full, and that all right and claim to  
 which the said Trustees would otherwise have  
 had under this settlement will cease and be inoperative.  
 Having always and only my own share of the  
 Trust and full power, but also full power  
 at any time of my life and am so directed to  
 other interests or trusts then granted in whole or  
 in part as I shall think proper but that the  
 same in so far as not already received by me  
 shall be to be sold and disposed and their  
 great being in my possession as in the case  
 of any other person to whom I may be bound  
 the same individual at the time of my  
 death with the thing above I have intended  
 and hereby declare for me. And I consent  
 to registration hereof in the High Court of Chancery  
 in full



In pursuance and thick entitled  
 my Nominations, In  
 which I have this year written in the end  
 of the preceding page by the within the  
 signed Robert Meade writing at Newark Cal.  
 the following are subscribed by me at  
 the same day of March in the  
 year One thousand eight hundred and seventy  
 before this within Robert Meade Judge & the  
 one witness John E. Smith Justice of the  
 Peace & me.  
 (Signed) John Meade Clerk (Signed) J. E. Smith  
 Justice of the Peace  
 John E. Smith

I believe Robert Meade's signature fairly written  
 at Newark N. J. in view of the fact that  
 I was in the Township of Allamhand  
 on the 10th day of March Eight hundred and  
 seventy seven, being well the appointment of John  
 Meade Justice of the Peace as one of the Justices  
 and Clerks named in the within deed and in  
 his deed books nominate and appoint John Meade  
 Judge & Clerk to act as a Justice along  
 with the other within named and with full power  
 in conference with them in fulfilling the purposes of  
 the Trust; and further I call the attention of  
 my wife and the said John Meade under the General Debt  
 of Allamhand to the said above deed and book  
 the same to be well along with my brother  
 John, and the price paid to the part of  
 the parcel of my land to all should amount  
 the usual bookish books within named, with this  
 Allamhand and further the General Debt of  
 Allamhand shall remain a full year, and I  
 certify

concord to Distribution for payment. De Meade  
 Robert Meade Clerk on the face of the  
 whole of page by Robert Meade writing at New  
 York County Albany are subscribed by me  
 at the ten last fourth day of May in  
 the year Eight hundred and seventy seven before  
 this within John E. Smith Justice of the Peace  
 and one witness John Meade Justice of the Peace  
 Newark N. J. writing as follows  
 (Signed) John Meade (Signed) John E. Smith  
 Justice of the Peace

17. April 1774. The foregoing Robert Meade  
 and Allamhand are the other named named in the  
 deed of the last within Robert Meade's name  
 at Newark N. J. and in the office  
 entitled by me of the date before in John  
 Meade's name of the Trust for the County of  
 Albany  
 (Signed) John Meade  
 Clerk

Inventory  
 of the  
 Personal Estate  
 of the late  
 John E. Smith  
 Justice of the Peace

At Newark the tenth day of April Eight  
 hundred and seventy seven years I do hereby  
 certify and certify Compacted John Meade Clerk  
 and Justice of the Peace in view of the  
 same follows: Inventory of the Personal Estate  
 of the late John E. Smith a Justice of the Peace  
 at Newark N. J. written at the last copy  
 before John Meade & John E. Smith in the presence  
 of John Meade who died at Newark N. J. on  
 the fourth day of September Eight hundred and  
 seventy seven.

1. Cash in the Store
2. Newark N. J.