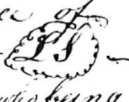


South Carolina 3 Articles of agreement made and executed this 15th day of December in the Year of our Lord one Thousand seven hundred and ninety seven between John Edward Boulger of the City of Charleston in the State aforesaid Gentleman of the first part, Ann Elizabeth Savirance, Daughter of John Savirance of Christ Church Parish in the State aforesaid of the second part, and the said John Savirance of the third part - Whereas a marriage with Gods permission is intended shortly to be had and solemnized, between the said John Edward Boulger and Ann Elizabeth Savirance, And Whereas the said Ann Elizabeth Savirance is seized possessed of and entitled unto the real and personal ~~and personal~~ property and Estate herein after mentioned, and upon the treaty of the said intended Marriage it hath been agreed between the said parties, that the said real and personal property and Estate shall be conveyed and transferred absolutely unto the said John Savirance for his Heirs, Executors, Administrators and assigns forever Now therefore the said John Edward Boulger in pursuance of the said Agreement, and in consideration of one Dollar to him in hand well and truly paid, by the <sup>said</sup> John Savirance at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said John Edward Boulger for himself his Heirs, Executors and Administrators, doth article ~~conven~~ covenant promise, and agree to and with the said John Savirance his Heirs Executors Administrators and assigns in manner following, that is to say that after the said Marriage shall have taken effect, as soon as the said Ann Elizabeth Savirance shall have arrived to the age of Twenty one Years, he will join with his said Wife in conveying and assigning absolutely to the said John Savirance, and his Heirs and assigns for Life, All that Plantation, and Tract of Land containing one hundred and Fifty Acres more or less, being part of a Plantation and Tract of Land known by the name of Sampsons point, together with the Hereditaments Rights members and appurtenances, And all the Estate, right and Title either at Law or in Equity, which she the said Ann Elizabeth Savirance her Heirs or assigns now hath or hereafter may have therein, And the said John Edward Boulger in pursuance of the said Agreement, and in consideration of one other Dollar to him in hand likewise paid by the said John Savirance at or before the sealing and delivery hereof the receipt, whereof is hereby acknowledged for himself his Heirs Executors and Administrators doth further article covenant promise and agree to and with the said John Savirance his Heirs Executors Administrators, and assigns, that as soon as the said Marriage shall have taken effect, he will bargain sell transfer and deliver unto the said John Savirance his Executors Administrators and assigns the following Negro Slaves with the Issue and Increase of the female Slaves

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to wit Moll, Charlotte, Chloe, Betty Toney, Adam Joe Hannah  
 Nanny, Little Betty, Bina, Sib, Tom, Little Chloe, and Patt: To have  
 and to hold the said Real and Personal Estate to the said John Savirance  
 his Heirs, Executors, Administrators and Assigns, respectively absolutely  
 and for Life. In witness whereof the said parties to these presents have  
 set their hands and affixed their Seals at Charleston on the day and in  
 the Year first above written, Sealed and delivered In the presence of  
 Thomas Whitesides, James Courlay & John E. Boulger.   
 Charleston 23 & Personally appeared Mr. Thomas Whitesides who being  
 duly sworn made oath that he was present and saw John E. Boulger  
 sign Seal and as his Act and deed deliver the foregoing Instrument  
 of writing to and for the uses and purposes therein set forth and that  
 he the Deponent with James Courlay signed their names as  
 Witnesses thereto Sworn to the 22 day of January 1798 before  
 recorded the 22 January 1798 - Stephen Ravenal J.R.

### South Carolina

I call to whom these presents shall or may come  
 Ambrose Gibson of the Parish of Saint Bartholomew and State aforesaid  
 Executor and granting Witness that the said Ambrose Gibson for  
 & in consideration of the Love & Affection which I bear unto my Wife  
 Eliza both Gibson & her Children, and for the Consideration of the  
 Sum of Six Shillings lawful money of said State here in hand by  
 Thomas Patterson of said Parish of St. Bartholomew well and truly paid the full  
 Receipt whereof I hereby acknowledge, Have given, Sold Transferred  
 & set over, and by these presents Do give Sell Transfer Set over unto  
 him the said Thomas Patterson. The two Negro Slaves (formerly of  
 the property of Thomas Elliott deceased, commonly called & known by  
 the Names of Will & Betty, In Trust to and for the Sole separate  
 distinct Use Benefit & behoof of the said Elizabeth Gibson my  
 Wife, during her Natural Life together with the future Issue  
 & Increase of the Female Slave, and after her Death to be equally  
 divided amongst her three Children Esther, Mary & Freelove, both  
 shall & do have any Children Children by me, it or them is and are  
 to have an Equal Share & Dividend of the aforesaid Negro Slaves  
 with the three Children above mentioned. To Have & hold the Two  
 Negro Slaves Will & Betty without Interruption, to and for the Sole  
 separate & distinct Use of the said Elizabeth Gibson my Wife, and  
 then to & for the behoof of her three aforesaid Daughters together with  
 the Child or Children she may have by me, in an equal Share &  
 Division. On this proviso & Condition, Nevertheless, that the hire  
 Profits & Earnings of the said Negroes are to be always at my disposal  
 & laid out as I see fit for the Benefit of myself & Family during my  
 Natural Life. In Witness whereof I hereunto set my hand  
 & Seal this Twentieth day of July in the Year of our Lord one  
 Thousand Seven hundred & ninety seven & Twenty second  
 year

of American Independance. Ambrose <sup>mark</sup> Gibson <sup>Jr</sup> <sup>his</sup> <sup>receiving of a penknife in</sup>  
 Signed Sealed & delivered, with the Giving <sup>his</sup> receiving of a penknife in  
 View of said promises in presence of my William Patterson  
 Mary T Patterson. Reciev<sup>d</sup> of Thomas Patterson on this day &  
 Year within written the Sum of Five Shillings in full of the within Consi-  
 deration. Ambrose <sup>mark</sup> Gibson & Addressed by William Patterson  
 Mary T Patterson & <sup>mark</sup> South Carolina, Charleston district & To wit  
 William Patterson duly maketh Oath & saith that he was personally  
 present, & saw Ambrose Gibson sign seal and as his Act and Deed,  
 deliver the within Instrument of writing for the uses & Purposes therein  
 mentioned; & that he saw the said Ambrose Gibson sign the receipt  
 for the Consideration money & that he saw Livery & Seizin made  
 of the within named Negroes, & that he the deponent & Mary Patterson  
 did sign their Names as Witnesses thereto. William Patterson  
 Sworn to before me January 26th 1798 John Lightwood J. P. R. U.  
 This Indenture made this Twenty fourth day of Novembe in  
 the year of our Lord One Thousand seven Hundred & Ninety seven &  
 Twenty second Year of American Independance, Between William  
 Patterson of Saint Bartholomew's parish district of Charleston & state  
 of South Carolina, Shopkeeper of the first part, Free love Elliott of the said  
 Parish Widow, of the second part, & Thomas Patterson of the said parish  
 & district of the Third part. Whereas a Marriage by Gods permission  
 is shortly to be had & solemnized by & between the said William  
 Patterson & said Free love Elliott, And whereas the said Free love Elliott  
 in her own Right is possessed of a considerable personal property consisting of  
 Negro Slaves Seven in number commonly called and known by the Names of  
 Bynge Peter, Adam Flora, Lydia, Grace & Beck, which the said William Patterson will  
 be entitled to take Have & Recieve on the solemnization of said intended Marriage  
 & of its taking effect; it is therefore consented Covenanted Agreed to by & between  
 the said parties That all the said personal Estate of her the said Free love Elliott  
 in case the said Marriage doth take effect & be solemnized shall be settled &  
 secured as recified & declared in these Indentures here after following. Now  
 this Indenture Witnesseth that for & in Consideration of said intended Marriage  
 and in pursuance of said Agreements, and also in Consideration of the sum of Five  
 Shillings Sterling in specie unto her the said Free love Elliott in hand at & before the  
 sealing & delivery of these presents, by the aforesaid Thomas Patterson well and  
 truly paid, the said receipt whereof is hereby Acknowledged, She the said Free love  
 Elliott, by and with the privacy & consent of the said William Patterson, Testified  
 by his being a party to & signing and sealing of these presents, hath granted  
 sold Transferred & set over And by these presents With grant sell, Transfer  
 & set over unto to him the said Thomas Patterson his Heirs, Executors and  
 Administrators all these the above named Seven Negro Slaves, together with  
 the Issue & increase of the Female Slaves unto the said Thomas Patterson, his  
 Executors & Administrators forever, upon the several trusts nevertheless & for the  
 the uses & purposes here in after mentioned, touching & concerning the same.  
 That is to say in Trust for the said Free love Elliott, untill said intended  
 Marriage shall take effect, and from & immediately after the solemnization  
 thereof in Trust for the Sole separate & distinct use of the aforesaid Free love  
 during the Term of her natural Life without hindrance or Interruption  
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the said William Patterson, or any other person or persons whatsoever by, from or under him, but the profits & earnings that may arise from the Labour & Industry of said Negro Slaves, is to be employ'd in support of the Family at the discretion of the said William Patterson without his being accountable to any person or persons whatsoever for the same or any part thereof - Also that the said seven Negroes shall not in any of them nor any of their Issue & increase be sold, mortgaged or made away with or ~~in any manner~~ by the said William Patterson or any person or persons by from or under him. And that the said Negro Slaves (nor any of them) nor their Issue or increase shall ever be liable to pay any Debt of the said William Patterson which now are or may be contracted hereafter, but that the aforesaid seven Negroes with the Issue & Increase of the Females, be from the said separate & distinct property of the said Trolove during her Natural Life: And from & immediately after her Decease, to the Child or Children (if any) by said Marriage, Equally & Lawfully. It is also consented & agreed to by & between the said parties, that the said Trolove shall always have it in her power, lawfully to give the aforesaid Negroes to any person or persons, she may think fit & the more & her last Will and Testament be good in Law, but if she shall neglect or omit, to have a Will at the time after Death & leave no Issue than & in that case the whole aforesaid premises to devolve on & become <sup>the</sup> property of the said William Patterson.

In witness whereof the said parties have here to interchangeably set their Hands & Seals on the day & Year first above written. Signed Sealed & Delivered with the giving & procuring of a penning in lieu of said premises in the presence of us, George Lancaster, Esther Graves & the within named Thomas Patterson, on the day & year first within written, the Sum of Five ~~Pounds~~ <sup>Shillings</sup> in Specie being the full Consideration within mentioned, Witnesses, Present, George Lancaster, ~~Esther Graves~~

William Patterson  
Trolove Elliott  
Thomas Patterson

Esther Graves & South Carolina Charleston district to wit & George Lancaster being duly sworn maketh Oath & saith that he was personally present & saw William Patterson Trolove Elliott & Thomas Patterson, sign Seal & as their Act and Deed deliver the within Indenture Tripartite for the Uses and purposes therein mentioned & that he the deponent did see Trolove Elliott sign the Receipt for the Consideration money & that he the deponent & Esther Graves did sign their Names as Witnesses, to the due Execution thereof. Sworn before me January 20<sup>th</sup> 1798 John Lightwood J.P. U recorded the 30<sup>th</sup> January 1798

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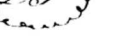
South Carolina; This Indenture Tripartite made the Twenty ninth day of November in the Year of our Lord one thousand seven hundred and Ninety seven, and in the sixty second Year of American Independence, Between, Rebecca Coachman of Charleston, in the State aforesaid, Spinster, of the first part James William Gadsden of Charleston in the State aforesaid Gentlemen, of the second part, and Rebecca Smith of Charleston, aforesaid Widow, of the third part, Whereas, there is a Marriage, by Gods permission intended, to be shortly had and solemnized between the said Rebecca Coachman and the said James William Gadsden, And Whereas the said Rebecca Coachman is now lawfully possessed in her own right of the following Slaves to wit, Clann da, Dublin, Sancho Betty, George Peggy and Toby, And is also intitled to a Sum of money to be paid, either in Cash or Bonds, as may be most convenient to the Administratrix and Administrator of her Fathers Estate, amounting to one Thousand pounds Sterling, And Whereas in prospect and consideration of the said intended Marriage all the said parties to these presents have agreed, that the said Slaves and the future issue and increase of the said female, and also the said Sum of one Thousand pounds, shall be conveyed unto the said Rebecca Smith, her Executors and Administrators, In Trust, nevertheless and to and for the several uses, Interests and purposes herein after mentioned and declared of and concerning the same, Now this Indenture witnesseth, that in pursuance of the said agreement, and in Consideration of the said intended Marriage, and also in Consideration of the Sum of one Dollar to the said Rebecca Coachman in hand well and truly paid by the said Rebecca Smith, at and before the sealing and Delivery of these presents the Receipt whereof is hereby acknowledged, and for divers other good causes and Considerations, her therunto especially moving, She the said Rebecca Coachman, by and with the private Consent and agreement of the said James William Gadsden, testified by his being made a party to and signing and sealing of these presents, hath granted bargained and sold, and by these presents doth fully and absolutely grant bargain, sell and in plain and open market deliver unto the said Rebecca Smith her Executors, Administrators all and singular the said Slaves known and distinguished as follow, to wit Clann da, Dublin, Sancho, Betty, George, Peggy and Toby, together with the future Issue and Increase of the said female Slaves and hath also assigned, transferred and set over and by these presents doth assign, transfer and set over unto the said Rebecca Smith, her Executors and Administrators the said Rebecca Smith, her Executors, and Administrators, the said Sum of one Thousand pounds Sterling, To have and to hold the said Slaves and the future Issue and increase of the female, and also the said Sum of one Thousand pounds Sterling, unto the said Rebecca Smith her Executors and Administrators upon the several Trusts, and to and for such Uses and purposes as are herein after mentioned expressed and declared of and concerning the same, that is to say In Trust

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found for the use benefit, and behoof of the said Rebecca Coashman her  
 Executors, Administrators, and assigns, until the solemnization of  
 the said intended Marriage. And from and immediately after the  
 solemnization of the said intended Marriage, then upon this further  
 Trust and Confidence that she the said Rebecca Smith her Executors,  
 and Administrators do and shall during the joint Lives of the  
 said James William Gadsden and Rebecca his Wife, will and truly  
 permit and suffer, the said James William Gadsden to have the  
 use, occupation, and enjoyment of the said several Negro Slaves,  
 and the future Issue and Increase, or the Females and to receive  
 and take the income, proceeds and profits arising, issuing or  
 proceeding from the Labour and employment thereof And also the  
 Interest upon the said Sum of One Thousand Pounds, to his own private  
 Use benefit and behoof, without any restraint, Control or Inter-  
 ruption, or on by the said Rebecca Smith her Executors or Administrators  
 on any account, or pretence whatsoever. And upon the Death of  
 either of them, the said James William Gadsden, and Rebecca his  
 Wife, then upon this further Trust and Confidence, that the said  
 Rebecca Smith her Executors, and Administrators do and shall per-  
 mit, and suffer the survivor of them, the said James William Gadsden  
 and Rebecca his Wife, as the case may happen, to have the Use, and  
 enjoyment of the said Slaves, and the future Issue and Increase of  
 the Females, and also the Interest upon the said Sum of one thousand  
 pounds, during the natural Life of such Survivor And upon the  
 Death of the survivor of them, then in Trust to and for the Use  
 benefit, and behoof of the Issue of the said Marriage To hold  
 the said Trust, Estate to such issue, if more than one to them their  
 Heirs, Executors, Administrators, and assigns for ever, (And if but  
 one, then to him or her, his or her Heirs, Executors, Administrators  
 and assigns for ever, freed from and without any other Trust what-  
 soever. But in case that either of them should happen to die without  
 Issue, then upon the Death of either of them, the said James William  
 Gadsden, and Rebecca his Wife, without Issue, upon this further  
 Trust and Confidence that she the said Rebecca Smith her Execu-  
 tors, and Administrators, do and shall permit and suffer the  
 survivor of them, to take and enjoy the said Slaves and the future  
 Issue and Increase of the Females, and also the said principal  
 Sum of one thousand pounds, To hold the same unto such  
 Survivor his or her Executors, Administrators and Assigns fully and  
 absolutely for ever, acquitted and discharged of and from all further  
 Trusts, Confidence, Limitation or appointment in any wise  
 howsoever, And it is hereby declared to be the intention and  
 meaning of the said parties, that in case the said Rebecca Smith  
 her Heirs, Executors Administrators or Assigns, should be of  
 opinion

That it would be beneficial, to the Person or Persons interested in the said Trust Estate, that the same or any part thereof should be sold, or that the said one thousand pounds, should be vested in the purchase of any other property, real or personal, that then he, she or they, shall have full power and Authority, to make such Sale either of the whole or of any part, of the said Estate, and to make, and Execute good Lawfull and sufficient Deeds to the Purchaser or Purchasers for the same, in Fee simple or otherwise; And to apply the Monies arising by or from such Sale, and disposal, or the Securities for the same, And also the said one thousand pounds, to the purchase of any other property or keep the same at Interest for the same Uses, Intents, and purposes and subject to the same provisions as are herein before mentioned and declared of and concerning the said Trust Estate, And the said James William Gadsden for himself his Heirs Executors, and Administrators doth by these presents Covenant, promise, and agree to and with the said Rebecca Smith her Heirs Executors Administrators, and Assigns, that he the said James William Gadsden his Heirs Executors and Administrators, shall and will from time to time, and at all times hereafter, upon the reasonable request of the said Rebecca Smith, her Heirs, Executors or Administrators, make and do execute or Cause and procure to be made, done and Executed, all such further and other Lawfull and reasonable Acts, Deeds and Conveyances in the Law for the corroborating and Confirming of these presents and for the further and better conveying assigning and assuring, all and singular the premises herein before mentioned and intended to be granted, released and assigned unto the said Rebecca Smith her Executors, Administrator and Assigns, as by her or them, or her or their Counsel learned in the Law shall be reasonably devised advised or required, In Witness whereof the said Parties to these presents have hereunto interchangeably set their Hands and Seals on the Day and in the Year first above written

Sealed and delivered (The words "and also the Interest upon the said sum of one thousand pounds" in nineteenth Line second page being first interlined) in the Presence of  
 John Singelton  
 John Singelton Senour

Rebecca Coakman.   
 James Wm Gadsden   
 R. Smith 

Charleston - 27

Personally appeared Mr. John Singelton, Junior who being duly sworn made Oath that he was present and saw Rebecca Coakman James William Gadsden & Rebecca Smith, severally sign, seal and as their respective Act & Deeds deliver the foregoing Instrument of writing to and for the Uses & purposes therein set forth, and that he the Deponent with John Singelton signed their names as Witnesses thereto, Sworn to the 15<sup>th</sup> Day of February 1798 before Stephen Kinnel J.R.

recorded the 15<sup>th</sup> February 1798

South Carolina } This Indenture <sup>Parasite</sup> made the Twentieth  
 day of December, in the Year of our Lord one Thousand seven hundred  
 and ninety seven. Between Miss Elizabeth Pawley of Waccamaw in  
 the State aforesaid of the one part Robert Nesbitt, Doctor of Physick of  
 the same place and State aforesaid of the second part and Benjamin  
 Allston the younger Esquire of the District of George Town, and State aforesaid  
 of the third part. Whereas a Marriage is intended by divine permission  
 shortly to be had and solemnized between the said Elizabeth Pawley  
 and the said Robert Nesbitt. And Whereas the said Elizabeth Pawley  
 at the time of executing of these presents is and stands seized in fee simple  
 to her and her Heirs of and in the moiety or half part of Two Lots of Land  
 hereinafter mentioned, and intended to be hereby granted and released  
 And Whereas upon the trials and precedents to the said intended Marriage  
 it has been and is agreed between the said Robert Nesbitt and Elizabeth  
 Pawley that the <sup>said</sup> moiety or half part of the Two Lots of Land should be  
 by her granted and released, unto the said Benjamin Allston the Younger  
 his Heirs and assigns to fee, and upon the several Uses and subject to the  
 Trusts, Intents and purposes, in such manner as hereinafter is mentioned  
 Committed expressed and declared of and concerning the same. Now this In-  
 denture witnesseth, That in pursuance of the said agreement and Cons-  
 sideration of the said intended Marriage, and also for and in Consideration  
 of the Sum of <sup>Five</sup> hundred <sup>and</sup> fifty Shillings Sterling to the said Elizabeth Pawley in  
 hand well and truly paid, by the said Benjamin Allston the  
 Younger, at and before the Sealing and delivery of these presents the  
 receipt whereof is hereby acknowledged, and for settling and assuring  
 all and singular the premises to fee and upon the several Uses Intents  
 and purposes herein after mentioned, expressed and declared and  
 for divers other good Causes, and Considerations the said Elizabeth  
 Pawley, hereunto moving, by the said Elizabeth Pawley (by and  
 with the privity consent approbation and agreement of the said Robert  
 Nesbitt, testified by his being made a party to and signing, sealing  
 and delivering these presents) Hath granted bargained Sold and  
 released and by these presents Doth grant bargain Sell and release unto  
 the said Benjamin Allston the Younger and to his Heirs and assigns  
 All that moiety or half part of that Lot of Land situate lying and being  
 in George Town in the State aforesaid and known and distinguished in  
 the Plan of said Town by the Letter B, butting and bounding North West  
 on Lot A North East on Bay or Front Street South East on Lot C, and  
 South West on \_\_\_\_\_ Also one moiety or half part of all that  
 other adjoining Lot, of Land, situate lying and being in George Town  
 aforesaid and known and distinguished in the Plan of said Town, by  
 the Letter C, butting and bounding North West on Lot B North East  
 on Bay or Front Street South East on Lot D, and South West on \_\_\_\_\_  
 Together with all and singular the rights Members Hereditaments  
 and appurtenances to the said Premises, belonging or in any wise  
 incident.



Incident or appertaining, To have and to hold, all and singular the Premises, before mentioned and intended to be hereby granted, released with their and every of their appurtenances unto the said Benjamin Allston the Younger his Heirs, and assigns, to for and upon the several Uses, Trusts, Intents, and purposes, and subject, to the several provisions, Limitations, and agreements herein after mentioned, expressed and declared of and concerning the same (to wit) To the use and behoof of the said Elizabeth Sawley, and her Heirs until the solemnizing of the said intended Marriage and from ~~and hence~~, and immediately after the solemnization thereof to the Use and Behoof of the said Robert Westbill and Elizabeth his Wife during their joint Lives, But nevertheless in trust to permit and suffer the said Robert Westbill during their joint Lives to take and receive, (without impeachment of Waste) the Rents, Issues and Profits of the said Premises to and for the joint Use, benefit and behoof of them the said Robert Westbill, and Elizabeth his Wife, but so as that the same shall not in any manner be subject to the debts or alienation of the said Robert and from and immediately after the Death of either of them, the said Robert and Elizabeth then to the Use and behoof of the Survivor of them for and during the term of his or her Natural Life, and in trust to permit and suffer such Survivor to take and receive, (without impeachment of waste) the Rents Issues and Profits of the said premises for and during the Term of his or her Natural Life, and from and immediately after the Death of the longest Liver of them the said Robert and Elizabeth there upon this further Trust and Confidence, that the said Benjamin Allston the Younger his Heirs and assigns, do and shall stand seized and possessed of the aforesaid premises to and for the Use, benefit and behoof of all and singular the Children of the said Robert Westbill or the Body of the said Elizabeth to be, begotten and the lawful issue of any such Children, who may happen to be Dead equally and impartially to be shared and divided, between and amongst, them and their Heirs, and assigns forever as Tenants in Common and not as joint Tenants, But the Issue of any such deceased Child to take on the said division only a Childs part, or share in right of the Child, such issue represents if at the time of the decease of the said Robert shall have living more, than one Child begotten on the Body of the said Elizabeth or lawful issue of any such Children, who may so happen to be Dead, And in Case there shall be then living on the Body of the said Robert, or the Body of the said Elizabeth his Wife, begotten or lawful Issue of one Child so happening to be Dead, then in Trust for the use benefit and behoof of such only Child or the Issue of such Child then deceased his or their Heirs and assigns as the Case may be for even the latter to take as Tenants in Common, And in default of such Issue at the Time of the Death of the said Elizabeth, and the said Robert surviving her then the Premises aforesaid, with their appurtenances to go and be vested in the said Robert his Heirs and assigns, absolutely and for ever, But if the Robert shall happen to depart this Life, during the Life time of the said Elizabeth, and no such issue living at the Death of the said Robert, then and in that Case the premises aforesaid with their appurtenances, to be remain, and enure to the said Elizabeth her

her Heirs and assigns absolutely and for ever freed and discharged  
 of and from any Condition or limitation whatsoever. And  
 Whereas, the said Elizabeth is now lawfully and rightfully  
 possessed of these Goods Negroes, and other Slaves, to wit  
 Bob Ben, Linn Providence Jack, Esau Jamey Ned, Septembers,  
 Peggy Charlotte, Turkey Sally, Nabby Rachel Rutchey and Dinah  
 Now this Indenture, further witnesseth, that in Consideration  
 aforesaid, and to the intent the said Negroes and other Slaves with  
 the future Issue and Increase of those that are Females may be  
 settled and assured to for and upon the same Trusts intents  
 and purposes as have herein before been mentioned, expressed  
 and declared of and concerning the Real Estate of the said Elizabeth  
 and also for and in Consideration of the further Sum of Five  
 Shillings to her the said Elizabeth now also paid by the said Benjamin  
 Allston. Altho the Receipt whereof is hereby acknowledged  
 Cited, that the said Elizabeth by and with the Privy Consent  
 approbation, and Agreement of the said Robert testified as aforesaid  
 hath granted, bargained and Sold and by these presents  
 Doth grant bargain Sell and in due form of Law deliver  
 unto the said Benjamin Allston the Younger his Executors  
 Administrators and assigns, all and singular the said Negroes  
 and other Slaves, named, Bob Ben, Linn Providence Jack  
 Esau Jamey, Ned, Septembers, Peggy, Charlotte, Turkey, Sally,  
 Nabby, Rachel, Rutchey, and Dinah, with the future Issue  
 and increase of the Females, to have and to hold, the said  
 Negroes and other Slaves, with their future Issue and increase unto  
 the said Benjamin Allston the Younger his Executors Administrators  
 and assigns In Trust never the less, and to and for the several  
 and respective Uses and purposes and with and under the several  
 and respective Limitations, and appointments, which have  
 herein before been mentioned, expressed and declared of and  
 concerning, the real Estate of the said Elizabeth. And whereas  
 the said Robert Nesbitt, is now lawfully possessed of Two  
 Negroes and other Slaves to wit, Christ mays and Young Hannah  
 Now this Indenture, further witnesseth, that in presence  
 and Consideration of the said Intended Marriage, and also  
 in Consideration of the Sum of Five Shillings, to him the said  
 Robert now hand paid, by the aforesaid Benjamin Allston the  
 Younger at and before the Sealing, and delivery of these  
 presents, the receipt whereof is hereby acknowledged. He  
 the said Robert, hath granted, bargained and Sold and by  
 these presents Doth grant, bargain Sell and in due form  
 of Law, deliver unto the said Benjamin Allston the Younger  
 his

His Executors Administrators, and Assigns, all these the said two Negroes  
 and other Slaves, named Christmas, and young Hannah with their  
 future Issue, and increase To have, and to hold, the said two Negro  
 and other Slaves with their future Issue, and increase unto the said  
 Benjamin Allston the younger or his Executors, Administrators and  
 Assigns. In Trust nevertheless, that is to say for the use and behoof  
 of the said Robert, his Executors, Administrators and Assigns, until  
 he said, intended Marriage shall be solemnized, and from and  
 after the solemnization of the said intended Marriage. Then upon  
 the further Trust & Confidence that the said Benjamin Allston the  
 younger his Executors Administrators and Assigns, do and shall  
 stand possessed of the said two Negro and other Slaves to for and  
 upon the several and respective, Uses, intents and purposes, and  
 with and under, the several and respective Limitations and appoin-  
 tments, which have herein before been mentioned expressed and  
 declared, of and concerning, the real Estate, of the herein before  
 named Elizabeth the intended Wife of the said Robert, In  
 Witness whereof the parties to these presents have hereunto interchange-  
 ably set their Hands and Seals the day and year first above written

Robert Nesbitt, *RS* Elizabeth Pawley, *ES*  
 sealed and delivered, the words "of the second part" in the third line from the  
 top of the first Sheet, and the words "and the said Robert" in the  
 in the fourth line from the top of the the second Sheet being first  
 interlined. In the presence of us the words "three" in the second  
 fifth and sixth lines from the top of the third Sheet being first erased  
 and the word two interlined in lieu thereof, also the name "Hannah"  
 erased in the second and fifth lines from the top of the third Sheet &  
 before sealing and delivering Fran<sup>s</sup> Marshall, Philip Matthews  
 Received the day of the date of the within Indenture, from the within  
 named Benjamin Allston the younger the Sum of Eighteen Shillings  
 being the Consideration money mentioned to be paid by Fran<sup>s</sup> Marshall

Witness Fran<sup>s</sup> Marshall, Elizabeth Pawley  
 Received the day of the date of the within Indenture, from the  
 within named Benjamin Allston the younger the Sum of  
 five Shillings being the Consideration money mentioned to be  
 paid by him to me, *Robert Nesbitt* Witness Fran<sup>s</sup> Marshall, ~~Elizabeth Pawley~~

State of South Carolina, Charleston District & Before William  
 Cunningham, one of the Justices of said District, personally  
 came and appeared Francis Marshall who being duly sworn  
 made oath, that he was present, and did see Robert Nesbitt and  
 Elizabeth Pawley sign seal and as their act and deed deliver  
 the within Instrument of writing to and for the Uses intents and  
 purposes therein set forth and that this deponent and Philip  
 Matthews did subscribe their names as witnesses thereto, and the  
 deponent saw Eliz Pawley and Robert Nesbitt sign the receipts hereon  
 endorsed. Sworn before me this 15 day of Feb<sup>r</sup> 1798. *Fran<sup>s</sup> Marshall*  
 Feb<sup>r</sup> 1798. W Cunningham *JP* } recorded the 16 Feb<sup>r</sup> 1798


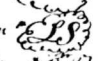

South Carolina's Articles of Agreement made and executed this  
 fifteenth day of November in the Year of our Lord one Thousand, seven-  
 hundred and ninety seven. Between Robert Simons of the State  
 aforesaid of the one part. Mary Horbeck, Minister, and Daughter of  
 Peter Horbeck lately deceased of the second part, and John Horbeck and  
 Henry Horbeck of the State aforesaid Trustees for the said Mary Horbeck  
 of the third part. Whereas a Marriage is shortly intended to be had  
 and solemnized, between the said Robert Simons, and Mary Horbeck,  
 and Whereas the said Mary Horbeck under and by Virtue of the last  
 Will and Testament of George Field Horner deceased, will be entitled,  
 on the Death of her Mother Catherine Horbeck to receive one fourth of  
 his Estate. And Whereas also the said Mary Horbeck under  
 and by Virtue of the last Will and Testament of her Father Peter  
 Horbeck, will receive on the Marriage a certain Negro Girl Slave named  
 Sary and a Boy named Antiquas bequeathed her in the said last Will  
 and Testament of her Father, and is further, under the last Will and  
 Testament of her Father, entitled on the Death of her Mother Catherine  
 Horbeck, or on the Marriage of the said Catherine Horbeck, if Emanuel  
 Horbeck the Brother of the said Mary Horbeck shall at that Time have  
 attained his age of Twenty one Years, to an equal proportion of the  
 Estate of the said Peter Horbeck with her Brothers. And whereas it has  
 been agreed between the said parties that the said two Negroes Sary  
 and Antiquas together with such Estate, Rights, Title, Interest, Property,  
 or claim which the said Mary Horbeck now has under the last  
 Will and Testaments aforesaid of Record in the proper Offices of  
 the District of Charleston and State aforesaid, on the respective and several  
 Estates and Limitations therein contained, and also all such Estate, Real  
 & Personal to which the said Mary Horbeck may hereafter be entitled by  
 any Decent, Distribution, Devise, Bequest or Gift from of or by any  
 Person or Persons whomsoever, should be granted, bargained, sold,  
 assigned, conveyed, let over, released, released & conveyed unto  
 the said John Horbeck and Henry Horbeck, and the Survivors  
 of them, his Heirs, Executors, Administrators, and Assigns, to for and  
 upon the several Uses and Subject to the Trusts, Intents and purposes  
 in such manner, as is hereinafter expressed, limited and Declared  
 of and concerning the same; But by Reason of the minority of the said  
 Mary Horbeck, the same cannot at present be effected, Now therefore,  
 the said Robert Simons in Consideration, of the said intended Marriage  
 and in pursuance of the said agreement, and also in Consideration of  
 the Sum of Five Pounds Sterling, to him in hand paid by the said  
 John Horbeck and Henry Horbeck, doth hereby for himself his Heirs  
 Executors, and Administrators, Article, Covenant, promise and agree  
 to and with the said John Horbeck and Henry Horbeck their Executors  
 Administrators and Assigns in manner following, that is to say, that  
 after the said Marriage, shall have taken Effect, and as soon  
 as the said Mary Horbeck shall have arrived to the age of

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of Twenty one years, he will join with the said Mary Horlbeck in Conveying  
 and securing firmly and effectually to the said John Horlbeck and Henry  
 Horlbeck, and the Survivor of them, his Heirs, Executors, Administrators and  
 assigns the said Two Negroes Slaves, Sary and Antiqua, with the future  
 Issue and Increase of Sary, also all the Estate, both real and personal  
 which she may be entitled to under the aforesaid last William Testaments  
 of the said George Vild Hoover and Peter Horlbeck, or a Division of the  
 Estates of the said George Vild Hoover and Peter Horlbeck. In Trust moreover  
 left to and for the following, Uses and purposes, that is to say In Trust to and for  
 the sole separate and peculiar Use, benefit, and behoof of the said Mary  
 Horlbeck, during the Term of her Natural Life, free from the Control and  
 Intermeddling of the said Robert Simons, not to be liable, to render, pay, or  
 the were and would be, always a Joint Sole, and from and after the Death  
 of the said Mary Horlbeck, should she leave a Child or Children, Grand Child  
 or Grand Children, living at her Death then in Trust to and for the Use, benefit  
 and behoof, of such Child or Children, Grand Child or Grand Children, his her  
 or their Heirs &ors Administrators and assigns for ever as Tenants in  
 Common if more than one, such Grand Child or Children taking between them only  
 their Parents Share, And from and after the Death of any such Child or Child-  
 ren, Grand Child or Grand Children, who may die before having attained  
 his her or their Age of Twenty one, without Issue then living and also  
 intestate then in Trust to and for the surviving, Child or Children, Grand Child  
 or Grand Children, his her or their Heirs & assigns forever, if more than one  
 as Tenants in Common, (as to the share of the party or Parties dying) such  
 surviving Grand Child or Grand Children, taking between them only  
 their Parents share. But should the said Mary Horlbeck die without leaving  
 a Child or Children, Grand Child or Grand Children, living at her Death, then  
 in Trust to and for the said Robert Simons his Heirs &ors Administrators, and  
 assigns forever, And the said Robert Simons, doth hereby also for himself,  
 his, Heirs, Executors, and Administrators, further covenant, promise and  
 agree to and with the said, John Horlbeck, and Henry Horlbeck, and the  
 Survivor of them, his Heirs, and Assigns, that he will at all times after the Execut-  
 ion of the said Conveyance, on the request of the said John Horlbeck and  
 Henry Horlbeck, or either of them, or of the Heirs or assigns of the Survivor  
 join with the said Mary Horlbeck in Executing any such further  
 Deed or Conveyance that they may think requisite for the better and more  
 family Conveying, and securing, the property, both real and Personal,  
 intended to be conveyed, and settled on the said Mary Horlbeck on  
 the Trusts and to and for the Uses, and purposes aforesaid. And the said  
 Robert Simons, Doth hereby for himself, his Heirs Executors and Administ-  
 rators further Covenant, promise and agree, to and with the said John  
 Horlbeck, and Henry Horlbeck, and the Survivor of them, his Heirs and  
 Assigns, that in case hereafter the, said Mary Horlbeck shall be entitled  
 to any other real and personal Estate, whatever, by any Descent  
 Distribution, Devise, Bequest or Gift, from of or by any Person or Persons  
 whomsoever then and in such case he will join with the said Mary  
 Horlbeck his intended Wife, in Conveying and securing firmly and  
 Effectually

Effectually all such Estate both real and personal unto the said John Horbeck, and Henry Horbeck, and the Survivor of them, his Heirs Executors Administrators and Assigns, In Trust to and for the same Uses, as those already expressed of and concerning the Estate both real and personal, to which the said Mary Horbeck is now entitled provided however that if the said John Horbeck and Henry Horbeck or the Survivor of them shall at any time hereafter think it most for the Advantage of the Parties interested, then and in such Case, as to the whole or any part of the Estate real or personal hereby intended to be conveyed ~~In Trust~~ to Sell and dispose of at public or private Sale for Cash or on a Credit, having Bond and good Security for the said Real and personal Estate, or such part thereof as they the said John Horbeck and Henry Horbeck or the Survivor of them may think ~~most~~ most Advantageous, and either to put out the Money arising from such Sale at Interest in good Security or to purchase Bank Stock of the United States with the same or any other public Security, or to vest the said Money in any species of property, they may think most advantageous, In Trust nevertheless to and for the same Uses Intents and Purposes as those already declared of and concerning the same

In witness whereof the said parties to these presents have hereunto set their Hands and Seals on the Day and Year first above mentioned \* Signed sealed and delivered in our presence, the Intentionations and Executions in the second third and fourth pages having been made before the Executives of Robt Somers

Jacob Jupp, Thomas Baas, ... \* ... Mary Horbeck   
 Elizabeth Horbeck ... John Horbeck Jun   
 Charles ... Henry Horbeck 

Personally appeared Mr Jacob Jupp, who being duly sworn made oath that he was present before Robert Somers Mary Horbeck John Horbeck Jun and Henry Horbeck severally sign and further respective act & deed, delivers the foregoing Instrument of writing to go for the uses & purposes therein set forth that he the Deponent with Thomas Baas & Elizabeth Horbeck, signed their names as witnesses thereto Sworn to this 1<sup>st</sup> Day of March 1798 before Stephen Ravenhill

Schedule of the property of the Estates of George Vild Hoover and Peter Horbeck deceased, So a proportion of which Mary Horbeck is entitled and to which the annexed Articles relate  
 One fourth part of Estate of George Vild Hoover at the decease of Mrs Catharine Horbeck which Estate was left out of Bur  
 Mrs Peter Horbeck deceased which his Estate has to account for 1 feather Bed mattress, Sheets &c and two Negroes Named Sarah and Antigua, ass one fourth part or such share of Mr Peter Horbeck Estate as the said Mary Horbeck will

will or may fall heir to, Signed and delivered in our Presence  
 J. J. Thomas, Elias, Elizabeth Horbeck & Rob<sup>t</sup> Simons  
 Charleston. Personally appeared Mr Jacob \* Mary Horbeck  
 J. J. who being duly sworn made oath that he \* John Horbeck Junr  
 was present & saw Robert Simons, Mary \* Henry Horbeck  
 Horbeck John Horbeck Junior & Henry Horbeck severally sign  
 and acknowledge the within Schedule to and for the uses & purposes  
 therein set forth & that he the Deponent with Thomas Brass & Elizabeth  
 Horbeck signed their names as Witnesses thereto. Sworn to the 1<sup>st</sup> day  
 of March 1798 before Stephen Ravenel S<sup>r</sup>, recorded the 1<sup>st</sup> March 1798

State of South Carolina: In our well known by these presents, That  
 I James Bond Head of Charleston District in the said State am  
 laden and firmly bound unto Thomas Young and Maurice Simons  
 also of the said State, in the full and just Sum of Seven thousand pounds  
 Sterling money of the said State to be paid, to the said Thomas Young  
 and Maurice Simons and the Survivors of them, his Executors, Adm<sup>r</sup>  
 inistrators and Assigns, to which payments well and truly to be made  
 I bind myself my Heirs, Executors and Administrators, jointly  
 by these presents, Sealed with my Seal, and dated the six<sup>th</sup> day  
 of December in the Year of our Lord one thousand seven hundred  
 and ninety seven, and the Twenty second of American Independence  
 Whereas a marriage is intended to be shortly had and solemnized  
 between the said James Bond Head and Anna Louisa Young, Daugh-  
 ter of Benjamin Young, late of the said State deceased, and whereas,  
 the said Anna Louisa is entitled to receive a portion of the Estate  
 of her said Father, which on the marriage, taking effect will vest in  
 her intended Husband the said James Bond Head, and he being desir-  
 ous of making provision for her and her issue, by the said Marriage  
 and of settling the sum of Three thousand five hundred pounds in man-  
 ner herein mentioned, that is to say, to the use of himself during the  
 joint Lives of the said James and Anna Louisa, and after his decease  
 to the use of the said Anna Louisa, absolutely, and forever in Case  
 she should survive him, but if he should survive her and there should  
 be issue of the Marriage then living, to the use of the said issue in  
 equal Shares or proportions, But if there should be no issue of the  
 said intended marriage, or if the said issue should die under age  
 and without issue, during the life of the said James, <sup>and the said James</sup> should survive  
 the said Anna Louisa, then bind in such Case to the said James  
 absolutely and for ever - Provided nevertheless that whatever specific  
 property he shall hereafter mortgage or set apart, either real or  
 personal for the ~~purpose of~~ <sup>purpose of</sup> securing or making provision for the pay-  
 ment or appropriation of the said Sum of Three thousand five  
 hundred pounds before mentioned, that in such Case, it shall  
 be lawful for the said James, to dispose of and sell such specific  
 property

Property, on Condition, that he vests, the proceeds thereof in  
 other property of equal value, or if that should not be agreeable  
 or Convenient to him, that then he shall secure the value  
 of the said property & disposed of, to the Trustees above mention'd,  
 in such way and manner as shall give such Debt a  
 preference to all other Demands against his said Estate  
 And whereas the said settlement can not at present be drawn out  
 in legal form, by reason of the <sup>said</sup> Anna Louisa, being under the age  
 of Twenty one years. But the said James doth hereby agree  
 and convenant to make the said settlement in due and legal  
 form according to the above stipulation which is to have its  
 full effect and execution provided the said Anna Louisa  
 shall at all times when required release her right to Dower  
 in the lands which now are, or may be of the said James Bond  
 Heed.

Now the Condition of the foregoing obligation  
 is such, that if the said James Bond Heed do and shall  
 in all things stand to, and perform the agreement herein  
 contained, and Execute all such Deeds and Conveyances as the  
 said Thomas Young, and Maurice Simons, or their Survivor, shall  
 require, for the purpose of carrying the same into effect, accord-  
 ing to the True intent and meaning of these presents then  
 this bond shall be void or else remain in full force and Virtue

Sealed and delivered in the presence of George Hall, John Simons, James Bond Heed, L<sup>th</sup> South Carolina George, Town district S<sup>th</sup>. Personally appeared before me Peter Simons, who being duly sworn, says he was present & saw James Bond Heed, sign Seal & deliver the above instrument of writing for the purposes therein mentioned & that he, the deponent & George Hall signed the same as Evidence, this 2<sup>d</sup> February 1798. Will Herrick  
 Recorded 6 March 1798.

South Carolina } This Indenture Tripartite made the  
 nineteenth day of January, in the Year of our Lord one Thousand,  
 Seven Hundred, and ninety eight, and in the Twenty second year  
 of American Independence, Between Mary Adams of the City of  
 Charleston in the State of South Carolina, Widow of the first part,  
 Richard Yeardon, of the City of Charleston in the State aforesaid  
 Gentleman of the second part, and Joseph Lewis of the City of  
 Charleston aforesaid merchant of the third part. Whose marriage  
 by God's permission, is shortly intended, to be had, and  
 solemnized between the said Mary Adams and the said  
 Richard Yeardon, And whereas the said Mary Adams at the  
 Time of Executing these presents is Lawfully seized in her  
 person,

This is on the original and on a copy on which on the 21st of Jan<sup>y</sup> 1798, in the room and stead of Joseph Lewis, the same is made, also  
 signed by the said James Bond Heed, and that the above is  
 a true and correct copy of the original of the said James Bond Heed  
 in the presence of the said James Bond Heed.





Means as of fee simple of sundry Lands, Tenements, Reversionments,  
and other Real Estate herein after particularly described, And also in title  
to and in respect of a Considerable personal property and Estate consisting  
of the Negro and other Slaves, herein after mentioned and named And  
Whereas upon the Treaty of, and previous, to the intended Marriage aforesaid  
Shall be, and is agreed, by and between the said Mary Adams, and  
the said Richard Yeadon, that the real and personal Estate of this said  
Mary Adams shall be by her granted, released, and assigned to and,  
vested in him the said Joseph Lewis his Heirs Executors Administrators and  
Assigns upon the special Trusts and Confidence, and to and for the several  
Uses intents and purposes herein after mentioned limited, expressed  
and declared of and concerning the same: Now this Indenture  
witnesseth, that in pursuance of the said Agreement and in consideration  
of the said intended Marriage and also of One Dollar to the said Mary  
Adams, in hand paid, the Receipt whereof is hereby acknowledged and  
for divers other ~~good~~ good and sufficient Causes and Considerations her  
hereunto specially moving, Tho' the said Mary Adams (as and  
with the Privy, and Consent of the said Richard Yeadon her intended  
Husband deceased, by his being a party to and executing these presents)  
hath granted bargained Sold, aliened, released conveyed and  
confermed, and by these presents, doth, Grant bargain Sell Alien  
convey, Convey, and Confer unto the said Joseph Lewis, and to his,  
Heirs and Assigns, All those several Plantations, or Tracts of Land  
situate lying and being in Rhode Island in the State aforesaid, together  
with all and singular the Houses, Out Houses, Edifices, Buildings, Here,  
Livements, Rights, Members and appurtenances whatsoever, to the  
said Plantations or Tracts of Land of the said Mary Adams, belonging  
or in any wise appertaining. And the reversion and Reversions, remain-  
er and remainders, Rent, Issues, and profits thereof, and also the  
Estate Right, Title, Interest, Claim, and Demand whatsoever of her  
the said Mary Adams of in <sup>to the same</sup> (And this Indenture further,  
witnesseth, that for the Consideration aforesaid, and in further pursuance  
of the said Agreement and in Consideration of the further Sum of one  
Dollar, to her in hand paid by the said Joseph Lewis, the Receipt whereof  
she doth hereby acknowledge, Tho' the said Mary Adams, by and with  
the like Privy, and Consent of the said Richard Yeadon her intended  
Husband, deceased as aforesaid, hath granted, bargained and Sold  
and by these presents, doth grant bargain Sell, and in plain open  
market deliver unto the said Joseph Lewis the following Negro Slaves  
Peter, Peter, Leander, Bush, George, Glasgow, Joe, Derry, Tom,  
Scipio, Salem, Silra, and Child Sunny, Rachel and Child Abram,  
Peg, and Children, Simon and Amos, Moley, Nelly Sam, Billy,  
and Jimmy. To have and to hold, the said Plantations or Tracts  
of Land with their appurtenances And also the said Negro and other,  
Slaves with the future Issue and Increase of the said Female Slaves,  
unto the said Joseph Lewis, his Heirs Executors Administrators and Assigns  
Upon the special Trust and Confidence Next thereof and to and for  
his

State in my commission, and an exact copy of the same, to be kept in the room and shed of Joseph Lewis, the former trust, wife  
Mary his high, for separate at the left of the study and on her own made in this case, and that the above is  
in the office for the same, and a copy of the same to be kept in the office of the County of Quincy, Same County in  
the office of the County of Quincy, Same County in

218.  
 The several Uses intents and purposes, herein and herby intended  
 to be made limited and declared, of and concerning the same And  
 also and Concerning the said several Uses and Estates herein and  
 herby intended to be made, limited expressed and declared of  
 and concerning the said Real and personal Estate of the said  
 Mary Adams, each and every of the parties to this Indenture hath  
 agreed that the same shall be limited, settled and assured in  
 favour and favouring that is to say in Trust and to and for the  
 said Mary Adams her Heirs Executors Administrators and  
 assigns until the termination of the said intended marriage, and  
 thence until the termination thereof through their or Successors that be  
 from and after the termination thereof through their or assigns  
 the said Joseph Lewis his Heirs Executors Administrators and assigns  
 do and shall cause the said lands of the said Richard Yeaton and  
 Mary his Wife to be and truly permitted and suffer the said Richard  
 Yeaton to have the Use Occupation and Enjoyment of the said  
 Lands Tenements and Premises and of the rents profits and Increase  
 of the same Lands and to receive and take the rents Incomes  
 proceeds and profits arising issuing or proceeding therefrom to  
 his own private Use Benefit and behoof without any Restriction  
 Control or Interruptions of or by the said Joseph Lewis his Heirs  
 Executors Administrators or assigns on any Account or pretence  
 whatsoever And upon the Death of either of them the said  
 Richard Yeaton and Mary his Wife then upon his part her  
 Trust and Confidences that he the said Joseph Lewis his Heirs  
 Executors Administrators or assigns shall and shall permit and  
 suffer the Survivor of them the said Richard Yeaton and  
 Mary his Wife as the same may happen the Use occupation  
 and Enjoyment of the said Lands <sup>to have</sup> and premises and of  
 the rents profits and Increase of the said Tenements and  
 to receive and take the rents Incomes Proceeds and Profits arising  
 issuing or proceeding therefrom to the proper Use benefit and  
 behoof of such Survivor without any Restriction Control or Interrup-  
 tion of or by the said Joseph Lewis his <sup>Heirs</sup> Executors Administrators  
 or assigns on any account or pretence whatsoever And upon the  
 Death of the Survivor of them the said Richard Yeaton and Mary  
 his Wife then in Trust and for the Use benefit and behoof of  
 the Issue of the said Richard Yeaton and Mary his Wife who  
 shall be alive at the Time of the Death of the Survivor of them  
 and who shall live to attain the several and respective Ages of  
 Twenty one Year or Days of marriage To hold the said Trust  
 Estate upon their attaining the said Ages or Days of marriage  
 to such Issue if more than one, to them their Heirs Executors  
 Administrators and assigns forever as Tenants in Common  
 and not as joint Tenants And if but one, then to him or

The several Uses intents and purposes, herein and herby intended  
 to be made limited and declared, of and concerning the same And  
 also and Concerning the said several Uses and Estates herein and  
 herby intended to be made, limited expressed and declared of  
 and concerning the said Real and personal Estate of the said  
 Mary Adams, each and every of the parties to this Indenture hath  
 agreed that the same shall be limited, settled and assured in  
 favour and favouring that is to say in Trust and to and for the  
 said Mary Adams her Heirs Executors Administrators and  
 assigns until the termination of the said intended marriage, and  
 thence until the termination thereof through their or Successors that be  
 from and after the termination thereof through their or assigns  
 the said Joseph Lewis his Heirs Executors Administrators and assigns  
 do and shall cause the said lands of the said Richard Yeaton and  
 Mary his Wife to be and truly permitted and suffer the said Richard  
 Yeaton to have the Use Occupation and Enjoyment of the said  
 Lands Tenements and Premises and of the rents profits and Increase  
 of the same Lands and to receive and take the rents Incomes  
 proceeds and profits arising issuing or proceeding therefrom to  
 his own private Use Benefit and behoof without any Restriction  
 Control or Interruptions of or by the said Joseph Lewis his Heirs  
 Executors Administrators or assigns on any Account or pretence  
 whatsoever And upon the Death of either of them the said  
 Richard Yeaton and Mary his Wife then upon his part her  
 Trust and Confidences that he the said Joseph Lewis his Heirs  
 Executors Administrators or assigns shall and shall permit and  
 suffer the Survivor of them the said Richard Yeaton and  
 Mary his Wife as the same may happen the Use occupation  
 and Enjoyment of the said Lands <sup>to have</sup> and premises and of  
 the rents profits and Increase of the said Tenements and  
 to receive and take the rents Incomes Proceeds and Profits arising  
 issuing or proceeding therefrom to the proper Use benefit and  
 behoof of such Survivor without any Restriction Control or Interrup-  
 tion of or by the said Joseph Lewis his <sup>Heirs</sup> Executors Administrators  
 or assigns on any account or pretence whatsoever And upon the  
 Death of the Survivor of them the said Richard Yeaton and Mary  
 his Wife then in Trust and for the Use benefit and behoof of  
 the Issue of the said Richard Yeaton and Mary his Wife who  
 shall be alive at the Time of the Death of the Survivor of them  
 and who shall live to attain the several and respective Ages of  
 Twenty one Year or Days of marriage To hold the said Trust  
 Estate upon their attaining the said Ages or Days of marriage  
 to such Issue if more than one, to them their Heirs Executors  
 Administrators and assigns forever as Tenants in Common  
 and not as joint Tenants And if but one, then to him or

or her, his or her Heirs, Executors, Administrators and assigns for ever freed  
 from and without any other Trust whatever, But in case, that either of  
 them should happen to die without Issue, then upon the Death of either,  
 of them, the said Richard Yeardon and Mary his Wife without Issue  
 upon the further Trust and Confidence that both said Joseph Lewis  
 his Heirs Executors, Administrators and Assigns, do and shall permit  
 and allow the Survivor of them, to take and enjoy, the said Lands,  
 Tenements, Negroes, and premises, and the future Issue and Increase of the  
 Female Slaves, To hold the same unto such Survivor, his or  
 her Heirs Executors, Administrators, and Assigns, fully and absolutely  
 for ever acquitted, and discharged of and from all further Trusts,  
 Confidence, Limitation or Appointment in any wise howsoever  
 And it is hereby declared, and agreed, by and between the said parties  
 to these presents, that in Case the said Richard Yeardon, and Mary his  
 Wife, or the Survivor of them, shall be minded or willing at any time  
 or Times during their Coverture, or whether either of them shall be Single  
 or married, to Sell and dispose of all or any part of the said Lands,  
 Tenements, Negro Slaves, or other the Premises, and to Convert the  
 same into Money in such Case it shall be Lawful to and for the  
 said Richard Yeardon and Mary his Wife or the Survivor of them,  
 to Sell and dispose of all or any part of the said Lands and Tenements,  
 Negro Slaves, and other the premises, to such person or persons and for  
 such price or prices, as they or the Survivor of them shall think fit and  
 convenient. And the said Joseph Lewis both herebefore said promise  
 and agree, to and with the said Mary Adams, that he the said Joseph  
 Lewis, his Heirs Executors Administrators and assigns, shall and will  
 assign Transfer and dispose of all and every the said Lands and Tenements  
 Negro Slaves, and other the premises, and every or any part thereof to such  
 person or persons, and to and for such Uses, purposes and Estates as they  
 the said Richard Yeardon, and Mary his Wife, or the Survivor of them,  
 shall from time to time, by any writing, or writings, under the Hands  
 and Seals of the said Richard Yeardon and Mary his Wife, or the Survivor  
 of them, attested by two or more Credible Witnesses direct or appoint,  
 To always, and it is hereby agreed that the monies arising, by or from  
 such Sale, and disposal or the Securities for the same shall be from  
 Time to Time, settled and assured, and be for the same Uses, intents  
 and purposes, and subject to the same provisos, and agreements as are  
 herein before mentioned, and declared of and concerning the Lands  
 and Tenements Negro Slaves, and other, the premises aforesaid And  
 the said Richard Yeardon for himself his Heirs Executors and Admini-  
 strators doth by these presents, Covenant promise and agree to and  
 with the said Joseph Lewis his Heirs Executors Administrators and  
 Assigns, that he the said Richard Yeardon, his Heirs, Executors and Admini-  
 strators, shall and will from Time to Time and at all Times hereafter  
 upon the reasonable request of the said Joseph Lewis his Heirs  
 Executors or Administrators make and do ~~execute~~ <sup>Execute</sup> or Cause and  
 procure to be made, done, and Executed all such further and  
 other

other Lawful and reasonable Acts, Deeds and Conveyances in  
 the Law for the Corroborating and Confirming of these  
 presents, and for the further and better Conveying appearing  
 and assuring all and singular the premises herein before  
 mentioned, and intended to be granted released and assigned  
 unto the said Joseph Lewis, his heirs, Executors, Administrators  
 and assigns, as of him or them or his or their assigns learned  
 in the Law, shall be reasonably devised advised or  
 required. **In Witness** whereof the said parties to these  
 presents have hereunto interchangeably set their hands and  
 seals on the Day and in the Year above written  
 Mary Adams  Joseph Lewis   
 Witness on the Day and in the Year first within written of and  
 from the within Names Joseph Lewis the Son of Mrs. Davis in 9 Dollars  
 full for the Consideration Money within mentioned  
 Witness Thomas W. Yeardon - & Mary Adams  
 James and received in the presence of Thomas W. Yeardon  
 of the County of Pascauloy appeared Mr. William Yeardon  
 who being duly sworn made oath that he was present  
 and saw Mary Adams Richard Yeardon & Joseph  
 Lewis severally sign Seal and as their respective Act  
 & deed deliver the within Instrument of writing to and for  
 the Uses and purposes therein set forth that he also saw  
 the said Mary Adams sign the receipt hereon endorsed  
 and that he the Deponent with Thomas W. signed their  
 Names as Witnesses to the due Execution thereof  
 Given to the 17<sup>th</sup> Day of March 1798 before Stephen Ravenel J.  
 (recorded the 17<sup>th</sup> March 1798)

The Inventory of Charles in Mrs. Lewis  
 5 Dec. 1797

South Carolina - Articles of agreement made & executed the eighth  
 day of March in the year of our Lord one thousand seven hundred & ninety  
 eight Between Thomas Lowndes of Charleston in the State aforesaid  
 of the one part Sarah Bond Son of the said City and State, Daughter &  
 Legatee of the Honble Jacob Bond Son of the Parish of Christ Church  
 in the State aforesaid deceased of the second part, and John Bond Sandell  
 Esquire of the Parish of St. James Parlee in the said State, Trustee for the  
 said Sarah Bond Son of the <sup>third</sup> part - Whereas a marriage is shortly  
 intended to be had solemnized, between the said Thomas Lowndes &  
 Sarah Bond Son, and Whereas the said Sarah Bond Son is entitled  
 under the last Will and Testament of her said father, To a certain  
 manable Girl Slave named Mabel, as also to the Sum of two thousands  
 pounds Sterling, and one third part of the Rent & Revenue of the personal  
 Estate of the said Jacob Bond Son, Consisting of Slaves, Stock of Cattle  
 of every kind, Furniture & Plantation Tools and Manors out of hand  
 And Whereas, as the said Sarah Bond Son is entitled under  
 the last Will and Testament of Mrs. Sarah Lambriere to a Legacy




of Ten Slaves under the Age of fifteen years directed to be chosen out of her Estate  
 at large for which a suit is now depending, in the Court of Equity in the said  
 State And whereas it has been agreed between the said Parties, that the said  
 Bondson, to which the said Sarah Bondson is entitled, under the last Will  
 & Testament of her said Father, (excepting therefrom the said Sum of Two  
 Thousand Pounds, and the said third part of the Stock of Cattle, Furniture &  
 Plantation Tools), as also the same property to which she is entitled under  
 the Last Will & Testament of the said Sarah Lampson, as well as any other property,  
 real or Personal, which whatsoever after descends or come to the said Sarah,  
 Bondson, by Descent, Distribution, Devise, Bequest, Gift or otherwise, howsoever  
 shall be conveyed, Transferred, and secured from by and effectually, to the  
 said John Bond Randell, his Heirs Executors Administrators & assigns In Trust  
 for the Use & purposes hereinafter mentioned, subject to the power of revocation  
 herein after expressed; but by reason of the minority of the said Sarah Bondson,  
 the same cannot be at present be effected Now therefore the said Thomas Lowndes  
 in Consideration of the said intended marriage & in pursuance of the said  
 agreement, and also in Consideration, of the Sum of Five Shillings, to him in hand  
 paid by the said John Bond Randell, doth hereby for him self, his Heirs Executors  
 and Administrators, Article Covenant promise & agree to, and with the said  
 John Bond Randell, his Executors, Administrators & assigns, in manner following  
 that is to say, That after the said marriage shall have taken effect, and as soon  
 as a Division of the Estate of the said Sarah Bondson shall have ascertainment, &c.  
 especially the Number & names of the Slaves, as also the Sum of the said estate,  
 & pending monies to which the said Sarah Bondson is entitled under the said  
 last Will & Testament of her said Father, and also as soon as the Specific  
 Slaves to which the said Sarah Bondson is entitled under the last Will &  
 Testament of the said Sarah Lampson, shall be ascertained by determination  
 of the said suit or otherwise, he will bargain sell transfer assign & convey  
 solemnly & securely, to the said John Bond Randell, his Executor Administra-  
 tors & assigns, All the said Slaves, specifically, as well as the said Mullet  
 Girl Slave named Isabell, with their future Issue and Increase of the said  
 Sum of outstanding Monies In Trust nevertheless as to the said Slaves & their  
 future Issue & Increase to and for the joint use benefit & behoof of them the  
 said Thomas Lowndes, and Sarah Bondson during their joint natural  
 Lives, and from and after the decease of the said Thomas Lowndes should live  
 die before the said Sarah Bondson then In Trust to and for the sole use  
 benefit & behoof of the said Sarah Bondson her Executors Administrators  
 & assigns forever, And in Case the said Sarah Bondson should die before  
 the said Thomas Lowndes, without leaving any Child or Children Grand Child  
 or Grand Children, Issue of the said marriage, living at the time of the Death  
 then in Trust, from and after the Death of the said Sarah Bondson as to a  
 moiety, or equal half part of the said Slaves & their future Issue & Increase  
 to & for the sole use benefit & behoof of the said Thomas Lowndes his Executors  
 Administrators & assigns for ever, and as to the other moiety or Equal half  
 part of the said Slaves & their future Issue & Increase, to and for such use & uses  
 as the said Sarah Bondson notwithstanding her Coverture, shall by her Last  
 Will & Testament in writing duly Executed in the presence of three or more  
 credible Witnesses direct limit or appoint, and in default of such appointment  
 then In Trust, to & for the sole use, benefit & behoof of the said Thomas Lowndes,

his Executors, Assigns & Assigns forever. But should the said Sarah Bond Son die before the said Thomas Lowndes leaving any such Child or Children, Grand Child, or Grand Children, living at her Death then in Trust from & after the Death of the said Sarah Bond Son to & for the Sole Use, Benefit & behoof of the said Thomas Lowndes during his natural life & from & after his Death then in Trust to & for the Use benefit & behoof of such Child or Children, Grand Child or Grand Children as their or their Executors, Administrators & Assigns forever, if more than one as Tenants in Common, such Grand Children living between them & their Parents, should die Undersaid an unquench Child or Grand Children, should die during the life term of the said Thomas Lowndes, that is to say the females before Marriage, and the age of Twenty one Years, the Males before the age of twenty one years & without leaving any Child or Children at his or their Death, then as to the Share of such Child or Children In Trust, from & after the death of the said Thomas Lowndes to & for the Use benefit & behoof of the said Child or Children, Grand Child or Grand Children, his or their Executors, Administrators as Assigns if more than one as Tenants in Common, the said Children living between the world, their Parents have and as to the share of any such Grand Child who since may take the whole of a Parents share or as to ~~the~~ share of any such Grand Children who together may take the whole of a Parents share In Trust from & after the Death of the said Thomas Lowndes to and for the same Use as those last mentioned, but as to the Share of any one or more of such Grand Children, who together with his Her or their Brothers & Sisters may take the whole of a Parents share, In Trust from & after the Death of the said Thomas Lowndes, to & for the Use benefit & behoof of his or their Brothers & Sisters his Her, or their Executors, Administrators & Assigns if more than one, as Tenants in Common. But in case all and every such Child or Children, Grand Child or Grand Children, should die during the life time of the said Thomas Lowndes before marriage & the age of Twenty one years then, In Trust, to & for the Sole Use benefit & behoof of the said Thomas Lowndes his Executors, Administrators & Assigns forever; And as to the said Sum of outstanding monies - I do not notwithstanding that the said John Bond Randall his Executors Administrators & Assigns, shall & will apply & expend the same in purchasing such Real & personal Property, or both as the said John Bond Randall his Executors, Administrators & Assigns & the said Thomas Lowndes shall think most advantageous to the said Thomas Lowndes; and the said Sarah Bond Son to be conveyed, bargained sold assigned transferred & set over firmly & securely by the Person or Persons so selling the same (the said Thomas Lowndes also joining in such Deed or Deeds and thereby signifying his Assent thereto) unto the said John Bond Randall his

Heirs, Executors, Administrators & Assigns according to the Nature of the Property In  
 Trust, nevertheless to & for the same Uses & purposes, as those already expressed  
 of and concerning the said Slaves, regard being had to the Nature of the Property  
 where it may be real, and the Estate in such real Property, so limited to the  
 said Thomas Lowndes, & Sarah Bond Son, during their joint lives & to  
 the said Thomas Lowndes as Survivor, during his Life being without Impeachment  
 of Waste, And the said Thomas Lowndes, for the Considerations aforesaid doth  
 hereby for himself his Heirs Executors and Administrators, Covenant promise  
 Grant & agree to and with the said John Bond Randell, his Executors Admi-  
 nistrators & Assigns in manner following, that is to say, that in case after the  
 Solemnization of the said intended Marriage any other Property, real or Personal  
 should descend or come to the said Sarah Bond Son by Decent, Distribution, Devise,  
 Bequest Gift or otherwise (excepting whatsoever from such real Property any  
 which may be purchased with the said Sum of Two thousand Pound Sterling)  
 then in such case the said Thomas Lowndes, shall and will at the request of  
 the said John Bond Randell his Executors, Administrators & Assigns, convey bargain  
 sell Transfer assign & set over fully & securely such Property, Real or Personal  
 unto the said John Bond Randell, his Heirs Executors Administrators & Assigns -  
 according to the Nature of the Property In Trust, nevertheless to & for the same  
 Uses & Purposes, as those already expressed of and concerning the said Slaves,  
 regard being had to the Nature of the Property, where it may be real & the Estate  
 in such real Property, so limited to the said Thomas Lowndes & Sarah Bond  
 Son, during their joint lives, and to the said Thomas Lowndes as Survivor  
 during his life being without Impeachment of Waste, and where such Property  
 may exist in Money, then In Trust, to & for the same, Uses & Purposes as those  
 already expressed of and concerning the money to which the said Sarah Bond  
 Son, is entitled under the last Will & Testament of her said Father Provided  
 as well as every other Deed to be executed by any Person or Persons selling  
 Conveying & Transferring any Property to the said John Bond Randell as Trustee  
 for the purposes aforesaid, shall contain a power of Revocation of the Use limited  
 in the same, so that if it should hereafter appear to the said Thomas Lowndes and  
 the said John Bond Randell, to be most for the Advantage of the said Thomas  
 Lowndes & the said Sarah Bond Son, that the whole or any part of the Property  
 real or Personal expressed in the same, should be sold, and the monies arising therefrom  
 be applied & expended in the purchase, of other Property, real or Personal or both, than  
 in such case, it shall be lawful for the said Thomas Lowndes, by his Deed properly  
 Created, in the presence of Two or more Credible witnesses (the said John Bond  
 Randell, his Heirs, Executors Administrators or Assigns, as the Case may be, joining  
 in the same, & signifying such his or their Consent, and approbation, to revoke  
 and make void, all and every the Use & Uses, therefore limited of or concerning  
 the same Property and to limit & declare any new Use or Uses of or concerning the  
 same So as upon and at the Time of making such Revocation & limiting any  
 new or other Use or Uses of or concerning such Property the said Thomas Lowndes,  
 by his Deed properly Executed, in the presence of Two or more Credible Witnesses  
 do Transfer Assign & set over unto the said John Bond Randell, his Executors  
 Administrators and Assigns the Monies arising from the Sale of the said  
 Property, In Trust, to and for the Use Intent & purpose of purchasing such  
 other Property Real or Personal or both, as the said Thomas Lowndes and

John

224. John Bond Rendell his Heirs, Executors, Administrators, assigns as the  
Case may be shall think most for the Advantage of the said Thomas Towndes  
and Sarah Bond Son to be formally & securely conveyed, bargained, sold  
transferred assigned, & set over by the Power or Powers, so selling the same  
the said Thomas Towndes, joining in such Deeds & thereby signifying his  
Assent thereto unto the said John Bond Rendell, his Heirs Executors Admi-  
nistrators, and assigns, according to the Nature of the Property In Trust  
nevertheless, to and for the same Uses and purposes as those already expressed  
of and concerning the said Slaves, regard being had to the Nature of the pro-  
perty where it may be that of the Estate in such real property so limited  
to the said Thomas Towndes & Sarah Bond-Son during their joint lives and  
to the said Thomas Towndes as Survivor, during his life being without  
impairment of Waste Subject however to the same power in the  
said Thomas Towndes of Reverting the Use or Uses of the whole or any  
part of such Property & of limiting any new Use or Uses of the same  
with the Consent of the said John Bond Rendell, as is already particularly  
expressed and assented to be inserted in every such Deed or Deeds Provided  
always and it is hereby agreed, by and between the Parties then presents  
that it shall and may be lawful to and for the said John Bond Rendell  
his Heirs Executors, Administrators, and assigns Trustees & Trusteesses as the  
Case may be from time to time, in the first place to deduct retain and  
reimburse himself & ~~himself~~ the trustees, respectively out of the Rents  
Fines & Profits, Produce and Interest of the said Property, so to be conveyed  
& transferred, to him and them as aforesaid, all such Costs & Charges as  
he or they shall or may pay refund sustain or be put to in or about the  
performance or execution of the several Trusts, to be in him and  
them imposed, or in any wise concerning the same In Witness  
whereof the said Parties to this Present, their Hands and Seals have  
herunto set, the Day and Year first above written,

Thomas Towndes  In B Rendell   
Signed Sealed & Delivered in the presence of us James Towndes  
William Towndes, Received the consideration money therein mentioned  
A Schedule of the Slaves referred to in, Tho<sup>s</sup> Towndes  
the annexed Settlement, as forming part of the test & residue of the  
Personal Estate of the said Jacob Bond Son, deceased and to one  
third part of which the said Sarah Bond Son is entitled upon  
a Settlement of the Estate, and a Division of the same.   
Ezekiel the Driver, Betty Phillis, Moses, Sambo, Ben Rabbit, Toby,  
Morica, Nenty, Sarah Webb, Joe, Marian, Clarinda Wetsy  
Andrew, Cousans, Prince, Violet Nat, Hannah, Peggy Carolina  
Chance, old Nenty, Hannah Martin, Unity, Clara, old LIndia  
George, Pompey, Sam, Dronna, Obey, Tackey, Liddy, Rina  
Phoeby, Melinda, old Kate, Jeffery, Wina, Kate, motey  
Jena, Tony, Lantrea, Joe, Lucy, Betty, London, Daniel, Rose  
Amy, Sue, Roger, Mary, Paul, Rena, York, Jenny, Joe, Jacques



Husby, Harriott, Tomber, Old Robin, Smart John, Fanny, Esther, Sylvia  
 Amos, Bella, Maria, Sampy, Goleah, Saba, Hagar, Old Rosier, Afy,  
 Mechie, Abram, Nat, Billy, Ben, Catey, old Bella, Harry, Andrew,  
 Nancy, June, Polly, doro, Peggy, Tyrah, Sue, Jane, Snow, Hammond  
 Pompey, Dianna, Ned Sargeant, Cato, Primmus, Cyrus, Sary, Brandy,  
 Anthony, Pollopher, Cuffey, Nancy, Clarisa, Dick, Isaac, Mnd Dido,  
 Jack, Barton, Coe, Simon, Vep, Tobey, Sampson, Scanda, Harriett,  
 Wiley, Cupid, Joo, Jenny, Tom, David, Hagar, Joney, Pegg, Phares,  
 Harriett, Sue, Cudgoe, Tulla, Theby, Cuffy, Dick, Bella, Pince, Marthus,  
 Pittam, au, Lacey, Quacke, Tom, Nelly, Dick, Phillis, Archer, Quash,  
 Heebot, Doll, Abraham, Taffy, Brutus, Frank, Tombo, Sharpen,  
 Super, Charlois, Horah, Henny, Cithu, Asabelle, London, Hagar, Rob.

Bena, Joney, Jack, Philpey, Giney, Rey, Molly, Phillis, Ellick,  
 Susy, Sheridan, Point, Jenny, Anthony, Fusa, Charles, Peggy, Janny,  
 Judy, Sam, Radieh, Mary, Hannah, Peter, Lydia, Joe, Benah,  
 Prince, York, Leah, London, Charlott, Beau, Amber, Amelia, Madith,  
 Will, Juno, Billy, Nanny, (Schedule of the Slaves referred  
 to in the annexed Settlement by the Words Estate at Large of the said  
 Sarah Sampriere to a choice of Ten under the Age of Fifteen years out  
 of which the said Sarah Bond Tom is entitled viz. Cyrus, Henny,  
 Jack, Lucy, Pince, Hercules, Flora, Lucy, Molly, Quash, Hagar,  
 Juno, Diana, Sam, Phillis, Pince, Chloe, Hannah, Sylvia, Milly,  
 Hannah, Chloe, London, Polly, alias Sporus, Frank, Pince, Dick,  
 Lyman, Seb, Peter, Hector, Bacchus, Neptune, Philip, Betty, Aaron,  
 Janny, Mary, Isaac, Simon, Amoretta, Merian, Hawn, Rachel, Sally,  
 Bess, Cesar, Peggy, A Schedule of the Specific Slaves to which the said  
 Sarah Bond Tom is entitled, referred to in the annexed Settlement viz.

one Mulattoe, Girl Slave, named Asabelle - In B. Randell. *TS*  
 This, Lowndes *TS* Charleston, Personally appeared  
 Mr William Lowndes who being duly Sworn, made oath that he was  
 present and saw Thomas Lowndes and John Bond Randell severally  
 sign, Seal and as their respective Act & deed deliver the within In-  
 strument of writing, to and for the uses & purposes, therein set forth,  
 that he also saw them sign, & Seal the Schedule, thereto annexed,  
 and that he the Dependent with James Lowndes, signed their names,  
 as Witness is thereto Sworn to the 21<sup>st</sup> day of March 1798 before  
 (recorded the 21<sup>st</sup> March 1798) Stephen Ravenel. *SR*

South Carolina. This Indenture made the Twenty eighth day of December in the year of  
 our Lord One thousand seven hundred and Ninety seven. Between Jacob Ford Esquire of the City  
 of Charleston in the State aforesaid and Ann Motte Ford his wife, which said Ann Motte Ford  
 is one of the Daughters and Devisees under the will of Arthur Poroncau of Charleston in the  
 late Province of South Carolina aforesaid Gentleman, deceased of the one part and William  
 Edwards Esquire of the State aforesaid Gentleman of the other Part - Witness, etc that the said  
 Jacob Ford and Ann Motte Ford his wife for and in consideration of the Sum of Five Hundred  
 Dollars to them in hand well and truly paid by the said William Edwards Esquire, at or before  
 the making and delivery of these presents, the receipt whereof is here by acknowledged, they the  
 said

said Jacob Ford and Ann Motte Ford his wife have granted, bargained and sold and by these presents do and each of them doth grant bargain and sell unto the said William Edward Hayne, his Executors, Administrators and assigns the undivided fifth, and all and every other part and proportion to which the said Ann Motte Ford now is or hereafter may become entitled as a Dower under the will of her appraisor further within Breonnaux deceased or otherwise of in and to all that and those two Brick Tenements numbers 11 (Eleven) and 12 (Twelve) and lot of land on the south side of Broad Street in Charleston aforesaid measuring and containing thirty two feet front on said Street and ninety seven feet more or less in depth northwesterly. Situating and bounding to the west on lands occupied by the heirs of South Carolina, to the east on lands late of Sagar Wells deceased to the North on lands of and to the North on Broad Street aforesaid. Together with all and singular the houses, outhouses, stables, ways, passages, walls, fences, Yards, Gardens, Lights, Enclosures, Profits, Commodities, advantages, Emoluments, Privileges, Franchises, rights, members and appurtenances whatsoever to the said lot piece or parcel of Lands belonging or in anywise incident or appertaining. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof and every part and parcel thereof. To have and to hold the said lot piece or parcel of Land and all and singular other the premises herein before mentioned or meant and intended to be hereby bargained and sold with their and every their appurtenances unto the said W<sup>m</sup> Edward Hayne his Executors, Administrators and assigns from the day next before the day of the date of these presents for and during and unto the full End and Term of one whole year from thence next ensuing and fully to be completed and ended. To hold also and paying therefore unto the said Jacob Ford and Ann Motte Ford his wife the rent of one peck of Corn at the Expiration of the said Term. If the same shall be lawfully demanded. To the Intent and purpose that by virtue hereof and by force of the Statute for transferring uses into possession, he the said William Edward Hayne may be in the actual possession of all and singular the premises above mentioned with the appurtenances and be thereby enabled to accept and take a Grant and release of the Reversion and Inheritance thereof to him the said William Edward Hayne his heirs and assigns, for ever to him and upon such uses, intents and purposes as are therein declared. In Witness whereof the said Parties to these presents have hereunto set their hands and affixed their Seals at Charleston on the day and in the year first above mentioned. Jacob Ford (Seal) Ann Motte Ford (Seal) Sealed and delivered in the presence of W<sup>m</sup> Breonnaux James B. Finley. Received on the day of the date of the within written Indenture of and from the within named William Edward Hayne the sum of Five Shillings Sterling in full for the consideration money within mentioned. Jacob Ford, & Ann Motte Ford - Witnesses W<sup>m</sup> Breonnaux - State of South Carolina, Charleston District - Personally appeared W<sup>m</sup> William Breonnaux who being duly sworn made Oath that he was present and did see Jacob Ford and Ann Motte Ford sign, Seal and as their act and deed deliver the foregoing Instrument of writing to and for the uses and purposes therein mentioned, and that he together with James B. Finley signed their names as Witnesses to the due Execution of the same, and that he also saw the said Jacob Ford and Ann Motte Ford sign the receipt for the consideration money. Sworn to

to this 11<sup>th</sup> day of April 1798 Before me Daniel Smith J. P.  
 State of South Carolina. This Indenture Tripartite made the twenty ninth day of Fe-  
 bruary, in the year of our Lord One thousand Seven hundred and ninety Seven and in the Twenty  
 Second year of the Sovereignty and Independence of the United States of America. Between  
 Jacob Ford Esq<sup>r</sup> of the City of Charleston in the State aforesaid (by and with the privity and  
 consent of his wife Ann Matthe Ford lately ~~deceased~~ <sup>whilst</sup> she was sole called Ann Matthe Pronneau  
 one of the Daughters Legatees and devisees under the will of her late Father Arthur  
 Pronneau of Charleston in the late Province of South Carolina aforesaid Gentleman de-  
 ceased) of the first Part. The said Ann Matthe Ford, wife of the said Jacob Ford of  
 the second Part, and Mr Edward Payne of the State aforesaid Gentleman of the third  
 part. Whereas the said Arthur Pronneau deceased in and by his last will and  
 Testament in writing duly executed, bearing date on or about the Thirtieth day of Oc-  
 tober which was in the year of our Lord One thousand Seven hundred and Seventy Seven (a-  
 mongst other things) did declare it to be his will that his whole Estate real and per-  
 sonal should be kept together for the benefit of his dearly beloved wife Mary and  
 his children Henry Mary Elizabeth and William, and that they should be main-  
 tained out of the yearly income thereof - but in case his said wife should marry then  
 he gave devised and bequeathed to her her heirs and assigns for ever a child's part or  
 share of his whole Estate real and personal, and the remainder thereof he devised  
 should be kept together for his children, until his sons should respectively attain  
 the age of twenty One years and his Daughters the same age or day of the said age  
 which first should happen and then he declared it to be his will and his thereby  
 ordered and directed that his Executors thereafter named, should deliver or pay  
 over to such Son or Daughter for his or her own use absolutely and for ever, such  
 a part or share of his whole Estate as would make an equal division thereof be-  
 tween his said wife and children - and as his said wife was then on sent he  
 declared it to be also his will that any child or children of his who might be  
 born after his death should be entitled to receive and take an equal Part or share  
 of his said Estate, with those of his children who were therein before particularly  
 named - and the said Testator did thereby authorize and empower his Executors  
 and the Survivor or Survivor of them to sell and dispose of any part or the whole of  
 his Estate real and personal and to put the money arising from the Sale thereof out  
 at Interest for the benefit of his said wife and children and from time to time to call  
 in any monies that should be at Interest and the same to replace at Interest on good  
 Security - And lastly the said Testator, did by his said will nominate, constitute and  
 appoint his Brothers Henry Pronneau and Robert Pronneau and Brothers in Law  
 Mr Alexander Garden and Mr Richard Hutton Executors thereof and sometime  
 after making his said will, departed this life, without altering or revoking the same  
 as in and by his said will duly proved and recorded in the office of Secretary of  
 this State at Charleston aforesaid relation being thereunto had, will more fully  
 appear - Whereas also the several Executors named in the will of the said Ar-  
 thur Pronneau respectively departed this life, not having fully administered his Estate  
 under the said will, and thereupon Letters of administration with the will of the said  
 Testator annexed were in due form of Law granted to his relict and widow the aforesaid  
 Mary Pronneau of the Goods and Chattels unadministered by the Executors  
 aforesaid - Whereas also there now remains of the real Estate of the said Arthur  
 Pronneau Two Tenements and a certain Lot, Piece and Parcel of Land particularly  
 mentioned, and described in the Schedule hereunto annexed marked number 1 (one)  
 which by virtue of the Devise in the will of the aforesaid Arthur Pronneau and under  
 and subject to the Powers, limitations and conditions therein expressed, have vested  
 in the five children of the said Arthur Pronneau, that is to say Henry Pronneau,

232. *Marv Young, Relict and Widow of Robert Young, late of the District aforesaid Physician*  
doth declare Elizabeth Hayne the wife of John Hayne of the District and State aforesaid Gen-  
tleman with an Provisional of Hamilton Gentleman and the aforesaid Ann Clotte Ford  
his wife the said Ann Clotte Ford being the Child of which Marv Cronneau  
wife of the said Marv Cronneau was present at the time of his making her  
aforesaid will and these also remains of the Personal Estate of the said Marv  
Cronneau Eight Negro Slaves and diverse Bonds and Obligations for the payment  
of money and which Negro Slaves, Bonds and Obligations are particularly men-  
tioned in the Schedule thereof hereunto annexed, marked number 2 (Two) to  
the one fifth and six and seven part and proportion of the said Ann Clotte  
Ford his wife and three under the aforesaid will of Marv Cronneau accedes  
in the said Jacob Ford hath become entitled by virtue of his marriage with the  
said Ann Clotte Cronneau as aforesaid whereas also the said Jacob Ford  
is now obliged in his own right of a Bond or Obligation for Payment of money  
which he hath likewise received from the aforesaid administration of Marv  
Cronneau accedes in right of his said marriage and which Bond or obli-  
gation the said Jacob Ford hath assigned (with the approbation and  
at the request of his said wife and the other parties herunto) to the said William  
Edward Hayne, and his Negro Slave, which he hath likewise received in right  
of his said marriage, and also of several other Negro Slaves, Articles of Fur-  
niture and other Goods and Chattels the particular Property of him the said  
Jacob Ford, which Bond or Obligation, Negro Slaves, Furniture and other Goods  
and Chattels of the said Jacob Ford are mentioned in the Schedule thereof  
whereof hereunto annexed marked number 3 (Three). Whereas also the  
said Jacob Ford, at the time of the making and delivery of these presents is seized  
possessed or interested in or entitled unto an undivided fourth or some other  
Part and Proportion of a Plantation and Tract or parcel of Land in or near  
Morris Town in the State of New Jersey One of the United States of America  
which Land and premises last above mentioned the said Jacob Ford and his  
Brothers Timothy Ford Esquire, Gabriel Ford, and his Sister Eliza the wife of  
William Henry Delaplane Esquire as Survivors of their Sister Phoebe Ford  
deceased unmarried in Minority and Intestate are entitled unto widow and  
by Value of a devise contained in the last will and Testament of their Grand-  
father Jacob Ford Senior Esquire late of Morris Town aforesaid deceased, or  
under and by Value of some other Good and legal Title in Fee Simple, to them  
respectively and to their heirs and assigns for ever. And whereas the said Jacob  
Ford in consideration of the love and affection he hath and beareth to and for  
his wife the said Ann Clotte Ford and of the real and Personal Estate which  
he the said Jacob Ford hath received and is and will become entitled unto in  
right of Marriage with his said Wife and in order to settle a pure and secure family  
and effectually thereof the said Personal Estate herein before mentioned to and to the  
Use of the said Ann Clotte Ford free and exempt from the power Contracts In-  
scription and controul of him the said Jacob Ford and for diverse other Good  
and weighty causes and Considerations him the said Jacob Ford hereunto es-  
pecially moving he the said Jacob Ford hath consented and agreed, and hereby  
doth consent and agree to join with his said wife and otherwise bargain  
sell assign Transfer set over convey and assure all and singular the real  
and Personal Estate of the said Jacob Ford and Ann Clotte his wife  
mentioned in the aforesaid Schedules numbers One Two and Three and  
therein more particularly described unto the aforesaid William Edward Hayne  
his heirs Executors, administrators and assigns. And also that he the said  
Jacob

Jacob Ford, and his heirs, Executors administrators and assigns shall and will stand seized and possessed of the real Estate of them the said Jacob Ford mentioned in the Schedule Number 4 (Fourth) and of such sum and sums of money Goods and Chatties as may arise or accrue or be produced from the same by sale or otherwise. In Trust nevertheless to go and upon the several Uses and subject to the Trusts, intents and purposes in such manner as hereinafter is mentioned limited expressed and declared of and concerning the same and the several parts thereof respectively. Now this Indenture Witnesseth that in pursuance of the said recited agreement the said Jacob Ford and Ann Motté his wife for and in consideration thereof and of the sum of One Dollar to them in hand paid by the said com<sup>rs</sup> Edward & Payne at or before the making and delivery of these presents the receipt whereof is hereby acknowledged they the said Jacob Ford and Ann Motté his wife have and each of them hath granted bargained sold aliened remised released conveyed and confirmed and by these presents do and each of them doth grant bargain sell alien release convey and confirm unto the said William Edward Payne (in his actual possession now being by virtue of a bargain and sale to him thereof made from whole Year by Indenture bearing date the day next before the day of the date of these presents and by the Force of the Statute for transferring uses into possession made of Ford in this State) and to his heirs and assigns for ever the undivided fifth and all and every other Part and proportion to which the said Ann Motté Ford now is or hereafter may become entitled as a Devisee under the will of her aforesaid father or otherwise of in and to all that and those two Tenements and lot of Land mentioned and described in the Schedule marked number One aforesaid Together with all and singular the houses outhouses Stables ways passages Walls fences yards Gardens lands Tenements profits Commodities advantages Emoluments privileges hereditaments rights members and appurtenances whatsoever to the said Lot piece or parcels of Land belonging or in anywise incident or appurtenant. And the Reversion and Reversions Remainder and remainders Rents Profits and Profits thereof and of every part and parcel thereof To have and to hold the said undivided fifth and all and every other Part and proportion aforesaid of all and singular the said Tenements Land and premises hereinafore granted and released or mentioned or intended to be unto the said William Edward Payne his heirs and assigns to the only use and behoof of the said William Edward Payne his heirs and assigns for ever. In Trust that he the said William Edward Payne his heirs and assigns shall and will from time to time and at all times hereafter during so many Years as the said Jacob Ford and Ann Motté his wife shall jointly live pay the Rents Profits and profits of the said Premises unto such Person and Persons for such Uses & purposes as the said Ann Motté Ford notwithstanding her Coverture by any writing under her hand shall from time to time direct or appoint to the intent and purpose that the same or any part thereof may not be at the disposal or subject to the contrivance debts or Engagements of the said Jacob Ford, but at her own sole and separate disposal and in default of and until such direction or appointment unto the proper hands of the said Ann Motté Ford, or otherwise do and shall permit and suffer the said Ann Motté Ford to take the Rents and Profits of the said Premises to and for her own sole and separate use and disposal whose receipt or the receipt of such whom she shall appoint in that behalf as aforesaid under her his or their respective hands shall from time to time notwithstanding her Coverture be a good and effectual Discharge to the person or Persons who shall pay the same for so much thereof for which such Receipt or Receipts shall be given. And from and immediately after the determination of the joint Lives of them the said Jacob Ford and



meant or intended to be hereby assigned bargained sold transferred and set over unto the said William Edward Hayne his Executors administrators and assigns. In Trust nevertheless and to and for the several and respective uses, intents and purposes, and with and under the several and respective limitations and appointments herein after mentioned expressed and declared of and concerning the same. That is to say In Trust and Confidence that he the said William Edward Hayne his Executors administrators and assigns do and shall during the joint lives of the said Jacob Ford and Ann Motte his wife, well and truly permit and suffer the said Ann Motte Ford not withstanding her coverture to have the occupation and enjoyment of the said Negro Slaves, and the future Issue and Increase of the female Slaves, the furniture and other Goods and Chattels aforesaid and that he the said Wm Edward Hayne his Executors administrators and assigns shall stand possessed of the Bonds or Obligations above mentioned, and when and so often as any part thereof shall be or become due and payable in manner aforesaid for the use and to the Intent and purpose that the said William Edward Hayne his Executors administrators and assigns shall and do when and so often as he or they shall receive any sum and sums of money from the same or any part thereof put the same out with all convenient speed from time to time at Interest upon Government or other Securities, as he and they with the consent of the said Jacob Ford and Ann Motte his wife, or such of them as shall be then living shall advise and think proper in the name of him the said William Edward Hayne his Executors or administrators and pay and apply the Interest dividends and profits thereof unto such person and persons, for such uses, intents and purposes and in such manner and form as the said Ann Motte Ford notwithstanding her coverture, shall by any writing under her hand from time to time direct or appoint to the intent and purpose that the said Negro Slaves, or the future Issue and Increase of the females, the Bonds, Obligations, monies arising therefrom for Principal or Interest Furniture, Goods, and Chattels aforesaid or any part thereof may not be at the disposal of or liable or subject to the contrary Debts or Engagements of the said Jacob Ford but at his own sole and separate disposal during the joint lives of them the said Jacob Ford and Ann Motte his wife and from and after the death of the said Jacob Ford should he die before the said Ann Motte his wife then In Trust for the sole use benefit and behoof of the said Ann Motte Ford her Executors administrators and assigns, and in case the said Ann Motte Ford should die before the said Jacob Ford without leaving any child or children Grandchild or Grandchildren living at her death then In Trust from and after the death of the said Ann Motte Ford to and for the sole use benefit and behoof of the said Jacob Ford his Executors administrators and assigns. But should the said Ann Motte Ford die before the said Jacob Ford leaving any child or children Grandchild or Grandchildren living at her death then In Trust that he the said William Edward Hayne his Executors and administrators shall and will from and after the death of the said Ann Motte Ford well and truly authorize or otherwise permit & suffer the said Jacob Ford to have the occupation and enjoyment of the said Negro Slaves or the future Issue and Increase of the female Slaves, the furniture and other Goods, Chattels aforesaid and that he the said Wm Edward Hayne his Executors administrators and assigns shall stand possessed of the Bonds or obligations above mentioned by when and so often as any part thereof shall be or become payable in manner aforesaid for the use and to the intent and purpose that the said William Edward Hayne his Executors administrators and assigns shall and do when and so often as he or they shall receive any sum and sums of money from the same or any part thereof, put the same out with all convenient speed from time to time, at Interest upon Government or other Securities, as he and they with the consent of the said Jacob Ford shall think proper

in the name of him the said William Edward Stearne his Executors, administrators  
 or assigns, and pay and apply the interest, dividends and profits thereof unto such  
 person and persons for such uses, intents and purposes and in such manner & form  
 as the said Jacob Ford shall by any writing under his hand from time to time direct  
 or appoint during the natural life of the said Jacob Ford, and from and after  
 his death then in Trust to and for the use benefit and behoof of such child or  
 children, Grand child or grand children, his her or their Executors, admini-  
 strators and assigns for ever - If more than one as Tenants in Common  
 such Grand children taking between them only their Parents share, and in  
 case any of such children or grand children should die during the life time  
 of the said Jacob Ford and before the age of Twenty One years, without leav-  
 ing any child or children living at his or her death then as to the share  
 of such child or children. In Trust from and after the death of the said  
 Jacob Ford to and for the use benefit and behoof of the said other child or  
 children, Grand child or Grand children his her or their heirs or assigns  
 for ever. If more than one as Tenants in Common the Grand children tak-  
 ing between them only their Parents share and as to the share of any such  
 Grand child who here may take the whole of a Parents share, or as to  
 the share of any such Grand children who together may take the whole  
 of a Parents share In Trust from and after the Death of the said Jacob  
 Ford to and for the same uses as those last mentioned. But as to the share  
 of any one or more of such Grand children who together with his her or their  
 Brothers and Sisters may take the whole of a Parents share ~~as above~~  
 In Trust from and after the death of the said Jacob Ford to & for the  
 use benefit and behoof of his her or their Brothers and Sisters, his her or  
 their heirs and assigns for ever - if more than one as Tenants in Common  
 And this indenture further witnesseth, that in pursuance of the said  
 stated agreement the said Jacob Ford in consideration thereof and  
 of the further sum of one Dollar to him in hand paid by the aforesaid  
 William Edward Stearne at or before the sealing and delivery of these  
 presents, the receipt whereof is hereby acknowledged, he the said Jacob  
 Ford, doth for himself his heirs and assigns and every of them Cove-  
 nant grant and agree to and with the said William Edward Stearne  
 his heirs and assigns that in the said Jacob Ford his heirs and assigns  
 and every other person which now or at any time hereafter shall be  
 seized of and in the said or tract and parcel of Land and premises  
 in aforesaid Town in the State of New Jersey aforesaid, devised to the said  
 Jacob Ford and his heirs and Brothers as herein before mentioned with  
 their appurtenances, and of and in the undivided fourth and all and every  
 other part and proportion to which he the said Jacob Ford now is or which  
 he or his heirs may hereafter become entitled unto of and in the said  
 Premises last before mentioned with all and every of their appurtenances  
 and of and in every part and parcel thereof and of and in the Reversion  
 and Reversions thereof, and of every part and parcel thereof shall  
 stand and be seized to the uses, Intents and purposes hereinafter  
 limited and appointed, and to no other use, intent and purpose whatsoever.  
 That is to say In Trust, to for and upon the several uses, intents  
 and purposes and subject to the several Provisions, powers, limitations  
 and agreements, hereinbefore mentioned limited bequeathed and declared  
 of and concerning the Bonds and obligations Negro Slaves, furniture,  
 and other Goods and Chattel mentioned and contained in the aforesaid  
 Schedule



Schedules Number Two and Three respectively as near as may be. And It is also further covenanted granted and agreed upon by and between the said Parties to these presents, and every of them and the said Jacob Ford doth for himself, his heirs, Executors administrators and assigns covenant and agree to and with the said William Edward Hayne his heirs and assigns that all and singular the Deeds, Releases, Foffments allinations, Conveyances to uses and all other conveyances and assurances whatsoever of the said last mentioned Promises with the appurtenances, and every part and parcel thereof, now and at all times hereafter to be had or made shall be and enure, and are by these presents appointed admitted and declared to be and enure to such use and uses as are by these presents before limited appointed and declared of and concerning the same and to no other use or uses, intent or intents whatsoever. Provided always and it is hereby agreed and declared by and between all the said Parties to these presents that it shall and may be lawfull to and for the said William Edward Hayne his Executors administrators and assigns by and with the consent of the said Ann Motté Ford the wife of the said Jacob Ford but not otherwise (such consent to be testified by any writing under her hand or seal executed in the presence of two or more credible Witnesses) at any time during the Coverture to call in all or any part of the several Sums of Money now standing out upon the respective securities so hereby transferred and assigned as aforesaid, or in case the same shall at any time be paid in, that it shall be may be lawfull to and for them the said William Edward Hayne his Executors administrators and assigns (by and with the consent of her the said Ann Motté Ford to be testified as aforesaid) but not otherwise, as soon as conveniently may be from and after payment and receipt of such Monies so called in and paid to him and them from time to time, when and as often as occasion shall require to lend place or lay out the same Monies in the Name or Names of them the said William Edward Hayne, his Executors, administrators or assigns, either in some Public Stock, Bank or Fund, or else upon one or more good and sufficient Securities either real or Personal and in such as they the said William Edward Hayne, his Executors administrators or assigns with such consent as aforesaid, shall in their discretion think fit so as the best annual Interest, produce or Profit be made thereof as conveniently as may be, without lessening the Principal. Provided Nevertheless and so as the same and the Interest and produce thereof shall go, be paid applied given and disposed of to for and upon the like several Trusts intents and purposes as those herein before mentioned, expressed, limited and declared of and concerning the same, or so near thereto as can or may be. Provided also and it is hereby further agreed by and between all the parties to these presents and declared to be the true intent and meaning hereof and of the parties hereunto, that if it shall hereafter appear to the said William Edward Hayne his heirs Executors, administrators or assigns to be most conducive to the Interest of the said Ann Motté Ford that the Lands, meases and other Goods and Chattels herein before mentioned or any part thereof be sold and other Lands meases or other Good, or Chattels purchased with the sale Monies in Lieu thereof or otherwise that the whole of the sale Monies be placed out at Interest or only a Part thereof and the residue spent in purchasing Lands or Slaves or other necessary Property, Real or Personal (but not otherwise) then and in every such case, it shall and may be lawfull to and for the said Ann Motté Ford with the said Jacob Ford during their Coverture by their Joint Deed, or after the decease of the said Jacob Ford, if she should survive him, by her sole Deed, properly executed in the presence of three or more credible Witnesses (the said William Edward Hayne his heirs, Executors administrators or assigns joining in the said Deed and signifying such his or their consent and approbation) to revoke and make void

all and every these and uses Trusts and Trusts Estate and Estates herein before respectively limited, declared and expressed and concerning the aforesaid Lands and Negroes Goods and Chattels, and to limit and declare any new use or uses Trusts and Trusts of Land concerning the said Lands and Negroes, Goods and Chattels whereby the uses Trusts and Estates herein before limited expressed and making such revocation as aforesaid and limiting any new or other use or uses Trusts or Trusts of the said Lands, Negroes and other Goods & Chattels this the said Jacob Ford and Ann Motté his wife by their joint Deed of dower Coverture or the said Ann Motté Ford by her sole Deed of the Survives for said Trust and properly executed in the presence of two or more credible Witnesses, do trans by assign and set over unto the said William Edward Payne his heirs Executors or administrators the sale monies arising from the disposal of the said Lands, Negroes and other Goods and Chattels. In Trust to and for the use intent and purpose (as the said William Edward Payne his heirs Executors administrators or assigns shall thin most beneficial to the said Ann Motté Ford) either in purchasing other real or Personal Estate (to be conveyed and assured by the Person or Persons so selling the same the said Jacob Ford and Ann Motté Ford if during the Coverture joining) or otherwise fully and sufficiently conveying and assuring the same or (if after the death of the said Jacob Ford) the said Ann Motté Ford being then alive and joining or otherwise fully and sufficiently assuring the same unto the said William Edward Payne so purchasing the same his heirs Executors administrators and assigns - In Trust to or putting out the whole of the said sale monies at Interest on such security as he the said William Edward Payne his Executor, administrators or assigns shall think proper or only part thereof, and purchasing with the residue such Lands, Slaves or other property as he the said William Edward Payne his heirs Executors administrators or assigns shall deem necessary - such property real or Personal to be granted, bargained, sold, conveyed, transferred and assured by the Person or Persons selling the same, the said Jacob Ford and Ann Motté his wife (if during the Coverture) joining or otherwise fully and sufficiently granting, bargaining, selling, assigning, transferring and assuring the same or (if after the death of the said Jacob Ford, the said Ann Motté Ford being then alive and joining or otherwise fully and sufficiently granting, bargaining, selling and assigning transferring and assuring the same) unto the said William Edward Payne his heirs Executors administrators or assigns. In Trust to for and upon the same uses, intents and purposes as the Lands, Negro Slaves & other property at the time of selling the same may stand and be enjoyed - Provided also and it is hereby mutually agreed and declared by & between all the parties to these presents for themselves, their Executors and administrators respectively, that it shall and may be lawful to and for the said William Edward Payne his heirs Executors and administrators from time to time and at all times hereafter by and out of all way or any part of the said Trust monies Estate & premises to pay & reimburse themselves and him self all such Costs charges, Damages & Expenses which they any or either of them shall or may pay sustain or be put unto in the Execution or defence of all or any the Trusts by these presents created or of any covenant article or thing therein contained - and that he the said Trustee, or his heirs Executors administrators or assigns shall not be answerable

and after from of any be doth pro see from see the min the con Sir of set ten per of the Geo mo Pr So M All and rem mb see der Du No an Co Ho Ho Sir He of the pay For 1778 14. rom Ma pa da at to

or accountable for any losses that may happen by or in the receipt of the Rents or profits of the Lands and premises, Trust monies and Personal Estate, hereby conveyed, transferred and assigned or by the sales thereof, the payment thereof or of any part thereof of either in the placing out or calling in or paying away all or any part thereof in anywise howsoever, neither shall he or his heirs, Executors, administrators or assigns be answerable only for willfull Defaults or neglects. And the said Jacob Ford doth hereby for himself, his heirs, Executors and administrators further covenant promise and agree to and with the said William Edw and Heayne, his heirs Executors and administrators, that he the said Jacob Ford shall and will from time to time and at all times hereafter at the reasonable request of the said William Edward Heayne, his heirs, Executor or administrator, but at the proper Costs and Charges of him the said Jacob Ford his Executor or administrator make, do and execute any further or other lawfull and reasonable act and Deeds, deeds, or things what so ever as well for corroborating, ratifying, confirming and establishing the grant release assignment transfer and Settlement here by, or here by intended to be according to the true meaning of the presents. In Witness whereof the said Parties to these presents have hereunto set their hands and Seals at Charleston on the day and in the year first above written. Jacob Ford (S<sup>d</sup>) Ann Mott Ford (S<sup>d</sup>). Sealed and delivered in the presence of Wm. Poronneau, James Edw. Forley. Received on the day of the date of the within written Indenture of and from the within named Wm. Edward Heayne the sum of Three Dollars in full for the several sums of consideration money therein mentioned. Jacob Ford. Ann Mott Ford. Witnesses Wm. Poronneau.

Schedules N<sup>o</sup>. 1. 2. 3. 4. Referred to in the annexed Deeds -  
 N<sup>o</sup>. 1. Real Estate of Arthur Poronneau Esquire deceased - - - - - 08<sup>+</sup>  
 All that and those two Brick Tenements Numbers 11 (Clever) and 12 (Tulhu) and lot of land on the South Side of Broad Street in Charleston aforesaid measuring and containing Thirty Two feet front on said Street and ninety seven feet more or less in depth Southwards, bounding and bounding to the West on lands occupied by the Bank of South Carolina, to the East on Lands late of Edger Colwell deceased, to the South on lands - - - - - and to the North on Broad Street aforesaid -

N<sup>o</sup>. 2. Personal Property of Arthur Poronneau Esq<sup>r</sup> deceased consisting of Negroes and Bonds - - - - - 07<sup>+</sup>  
 Eight Negroes - Charlotte - Betty - Peter - Nanny. Famer. Dick - Susanna & Maria - Six Bonds - William & Nigg. and Richard Feutons joint and several Bond to Henry Poronneau Executor of Arthur Poronneau dated the 10<sup>th</sup> January 1775 Penalty £2800 Curr<sup>ts</sup> Cond<sup>ns</sup> £1400 Curr<sup>ts</sup> with Int<sup>l</sup> from the date @ 8 p<sup>ct</sup> payable 10<sup>th</sup> January 1776 William & Nigg and Isaac Feaynes joint and several Bond to Richard Feuton, Executor of Arthur Poronneau, and for the sole use of the Estate of the said Arthur Poronneau dated the 11<sup>th</sup> of April 1777. Penalty £6000 Curr<sup>ts</sup>. cond<sup>ns</sup> £3000 Curr<sup>ts</sup> with Int<sup>l</sup> from the date payable 11<sup>th</sup> April 1778 - Thomas Feutons Bond to Richard Feuton Executor of Arthur Poronneau and for the sole use of the Estate of the said Arthur Poronneau dated the 14<sup>th</sup> March 1778. Penalty £9000 Curr<sup>ts</sup>. Conditions £4750 Curr<sup>ts</sup> with Int<sup>l</sup> from the date payable 14<sup>th</sup> March 1779 - Thomas Feutons Bond to Richard Feuton, Executor of Arthur Poronneau, and for the sole use of the Children of the said Arthur Poronneau dated 19<sup>th</sup> March 1778. Penalty £9186 Curr<sup>ts</sup>. Cond<sup>ns</sup> £4593 6 Curr<sup>ts</sup> with Int<sup>l</sup> from the date payable 19<sup>th</sup> March 1779. Sarah and John Rutledge Bond to Arthur Poronneau dated the 1<sup>st</sup> July 1766. Penalty £13650 Curr<sup>ts</sup>. and £6825 Curr<sup>ts</sup> with Int<sup>l</sup> from the date at 8 p<sup>ct</sup> per annum, and William Bull Junr's Bond to James Poronneau Esq<sup>r</sup> assigned to the Executors of Arthur Poronneau by Alexander Gardner, administrator of James Poronneau

A. and C. containing these articles as in the facts, better and more perfect parties conveying and assigning

Promiss dated 5<sup>th</sup> May 1777. Penalty £2450. Curry. Conditioned £1225  
Curry with Int<sup>o</sup> from the date pay 2<sup>d</sup> Jan<sup>y</sup> 1778

N<sup>o</sup> 3 - Personal Property of Jacob Ford Esquire v<sup>z</sup> 2

Received in right of dowerage a Negro Woman Slave named Jessy - a Bond of Love  
Edward Hayne, dated 1<sup>st</sup> Nov<sup>r</sup> 1794. Penalty £64. 13. 6 # conditioned £32. 6. 9

It is payable at 2. 3. 4. 5. 6 and 7 Years with Int<sup>o</sup> from the date

Other Personal Property of the said Jacob Ford. v<sup>z</sup> 2

Two Negro Slaves. Eliza and Selina. Thirteen Shares in the Bank of South  
Carolina transferred by William Calhoun the day of 1797. One  
large Mahogany Wardrobe and secretary. One Mahogany Book case and  
Books. One Mahogany Side Board. One small Mahogany Chest in Imitation  
of Drawers. One small Mahogany Dressing Table. One Mahogany Bedstead  
and cornice. One set of Mahogany window Cornices. One Mahogany easy  
Chair. One Mahogany wash hand Stand. One complete set of Dimity Bed  
and Window Curtains. One large Feather Bed, Bolster and Pillows together  
with all the linen belonging or appertaining to the same. One large Mattress  
One bedstead. Two Counterpanes. One pair of English Blankets. One Pavilion.  
One large double Marquise's Sea Suit. One Pair Princeps mette Dogs, Floor,  
Songs and Fender. One large Pair of Globes with all the Astronomical and  
Geographical Books belonging or appertaining to the same - including Maps.  
One small Mahogany Dressing Glass. One Ladies large Gold repeating watch  
with Gold Finkets. One large Gold watch (plain) capped and jewelled with  
Gold Finkets. One Mahogany ditto Box. One travelling case complete. One  
set Ladies commode Dressing Drawers Mahogany. One large miniature Picture  
set in Gold with a Ladies Gold neck chain - and one Glass Lamp. -

N<sup>o</sup> 4. The real Estate of Jacob Ford. v<sup>z</sup> 2

An undivided fourth Part of a certain Plantation and Tract or Parcel of Land  
containing Three hundred acres more or less near Morris Town in the State of New  
Jersey. - Charles Carter District Clerk lawfully appeared Mr. William Person an  
attorney and did solemnly swear that he was present and saw Jacob Ford and  
Ann Motte Ford personally sign seal and as their respective act of deed deliver  
the foregoing Instrument of writing to and for the Uses and purposes therein men-  
tioned and that he the Deponent with James B. Finley signed their names as  
witnesses to the same. The Deponent further maketh Oath that he saw the  
said Jacob Ford and Ann Motte Ford sign the receipt or the Consideration  
herein wrote - Sworn to the 11<sup>th</sup> day of April 1798 Before Dan<sup>l</sup> Smith J. P.  
South Carolina. By the honorable Edward Burke Esquire one of the  
Associate Justices of the Court of Common Pleas in the State aforesaid. To all to  
whom these presents shall come he is hereby made known greeting - Where it is that  
AB Burke on the Twentieth day of December in the year of our Lord one thousand seven  
hundred and Ninety Seven, before me personally appeared Ann Motte the  
wife of Jacob Ford Esquire of the City of Charleston in the State aforesaid, who being  
by me privately and separately examined, did acknowledge and declare, that  
she did freely and voluntarily without any manner of compulsion, dread or fear  
of her said Husband, or of any other Person or Persons whomsoever, consent to  
join with her said Husband in and by certain Indentures of lease and re-  
lease, bearing date respectively the twenty Eighth and twenty Ninth days  
December in the year above mentioned and made or mentioned to be made  
between the said Jacob Ford of the first Part, the said Ann Motte Ford of  
the second Part, and William Edward Hayne of the State aforesaid  
Gentleman

L. S.

AB Burke  
Bailey  
attorney

Gentleman of the third part - for granting, releasing, conveying and assuring unto the said William Edward Hayne and his heirs and assigns for ever - to for and upon such Uses, intents and purposes as are therein declared, all the Estate, right Title Interest use, Trust, possession, property, profit, claim and demand whatsoever which the said Jacob Ford and Ann Motta his wife or either of them, their or either of their heirs, had could, might, or ought to have, claim, or demand of in and to the undivided fifth and all and every other Part and proportion to which the said Ann Motta Ford now is or hereafter may become entitled as a Dowry, under the will of her Father Arthur Bonneau deceased, or otherwise of in and to all that of those two Brick Structures Numbers 11 (Eleven) and 12 (Twelve) and lot of land on the South side of Broad Street in Charleston aforesaid measuring and containing thirty two feet front on said Street and Ninety seven feet more or less in depth Southwardly -utting and Bounding to the West on lands occupied by the Bank of South Carolina - To the East on Lands late of Edgar Wells deceased - To the South on lands of and to the North on Broad Street aforesaid. Together with all and singular the houses, Outhouses, Stables, Ways, Passages, Walls, Fences, yards, Gardens, Light, Easements, Profits, Commodities, Advantages, Emoluments, Privileges, Incidents, Rights, members and appurtenances whatsoever to the said Lot Piece or Parcel of lands, belonging or in anywise incident or appertaining and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and every part and parcel thereof - And the agreement is such that the said Jacob Ford and Ann Motta and each of them do acknowledge the said undivided fifth and all other the parts and proportions aforesaid of the said Lot of Land and Promise to be the right and Inheritance of him the said William Edward Hayne, which he hath as the Gift of them the said Jacob Ford & Ann Motta his wife, and that they the said Jacob Ford and Ann Motta his wife will warrant and defend to the said William Edward Hayne his heirs and assigns for ever, the undivided fifth and all other parts and proportions as aforesaid to which they are entitled of the said Lot of Land and premises with the appurtenances against them the said Jacob Ford and Ann Motta his wife and each of them and their heirs, for ever and the said Jacob Ford and Ann Motta his wife for themselves and their heirs do remise, release and quit claim to the said William Edward Hayne his heirs & assigns for ever and for this and so forth - And this is the final agreement done and made before me the said Adanus Burke, the day and Year first above written Between the said Jacob Ford and Ann Motta his wife of the one Part & the said William Edward Hayne of the other Part. In Testimony whereof the said Adanus Burke have hereunto set my hand and caused the Seal of office of the said Court of Common Pleas to be affixed on the day and in the year first above written - Recorded 11 April 1798

This Indenture made the 15. of February in the year 1798. in the year of our Lord one thousand seven hundred and ninety eight - Between Daniel Gaskins of Charleston District of the one part and Elizabeth M<sup>r</sup>. Cullough of the said District of the other part. Whereas there is an intention of Marriage between the said Daniel Gaskins and the said Elizabeth M<sup>r</sup>. Cullough shortly to be solemnized God willing and whereas it is the agreement & desire of the said Parties, and their mutual Intention that a provision shall be made for the said Elizabeth M<sup>r</sup>. Cullough out of her own Fortune or marriage Portion in such a manner, as to be intirely at her own disposal at her death, whether she die or survive the wife of the said Daniel Gaskins or survives him - and whereas it is further agreed between the Parties to be made over to the said Elizabeth M<sup>r</sup>. Cullough shall be three negroes namely, Dally, Murrinah, Khorshed Dally & their future Issue that will be her own property at the time the intended Marriage shall take place, she to have the full power

242 and absolute right to view and dispose of the said Three negroes Women Dull, Merriah  
Child Dull and their Issue as above mentioned at her death to her heirs or whomever  
she she please or thinks proper to them and their heirs, for ever - Ever she die  
under coverture the wife of the said Daniel Gaskens, and in case she survives the  
said Daniel Gaskens then the said Three negroes Women Dull Merriah & her child  
Dull & their issue as aforesaid to be remain the property of the said Elizabeth M<sup>r</sup>  
Bullough her heirs and assigns for ever - Provided nevertheless that the  
said Daniel Gaskens shall have the use, management and command of the said  
three negroes Women Dull Merriah & her child Dull & their issue & the yearly  
profits and emoluments arising therefrom, to apply and use as he thinks best  
for their mutual advantage whilst they continue in the marriage state toge-  
ther - Now this indenture witnesseth that the said Daniel Gaskens for and  
in consideration of the love and regard he beareth to the said Elizabeth M<sup>r</sup> Bullough  
and in consequence of the agreement before mentioned and for the further confirma-  
tion of the sum of Ten shillings in hand paid to him by Thomas Miller appointed  
by the said Trustee to this Marriage Settlement the receipt whereof is duly  
acknowledged, hath bargained, sold and made over and by these presents hath  
bargain sell and made over to the said Elizabeth M<sup>r</sup> Bullough as above  
mentioned, the three negroes Women named Dull Merriah & Child Dull  
and their issue that shall be her own property at the time the intended Mar-  
riage shall take place - To have and to hold the said negroes to the said  
Elizabeth M<sup>r</sup> Bullough her heirs and assigns for ever. In manner before  
Following that is to say that the said Daniel Gaskens shall have the use of  
the same whilst they continue in a Marriage state together for their mutual  
support - but in case of her the said Elizabeth M<sup>r</sup> Bullough dying whilst  
under coverture the wife of the said Daniel Gaskens, he shall have full  
power and a lawfull authority to dispose of and give away by Deed of Gift  
will or otherwise the said negroes to her heirs or any other person or persons what-  
soever to them and their heirs and assigns for ever - and in case the said  
Elizabeth M<sup>r</sup> Bullough shall happen to survive the said Daniel Gaskens,  
become his widow - Then the above negroes as aforesaid shall be from and  
her own lawfull property, to her and her heirs for ever - And the said Daniel  
Gaskens for himself, his heirs, Executors and administrators doth agree to and  
with the said Elizabeth M<sup>r</sup> Bullough her heirs, Executors and administrators  
that the said Elizabeth M<sup>r</sup> Bullough her heirs, Executors and administrators  
either at his death ~~and~~ whilst under coverture the wife of the said Daniel Gaskens  
or in case of her surviving him and becoming his widow shall take take pos-  
session of and keep for their own benefit and behoof for ever the said Three  
negroes Women Dull, Merriah & Child Dull and their issue above named with-  
out the least hindrance or molestation of him the said Daniel Gaskens his  
heirs Executors, administrators, or any other Person or Persons whatsoever, accor-  
ding to the true intent and meaning thereof - Clearly and fairly, and shall not  
be liable to any Dute, Legacy or Contracts whatsoever of him the said Daniel  
Gaskens his heirs, Executors and administrators, and lastly it is agreed upon  
by the parties to these presents that Thomas Miller is and shall be appoin-  
ted Trustee for the said Elizabeth M<sup>r</sup> Bullough with full power to cause  
this agreement and indenture to be put in full force and virtue - In witness  
to the presents the parties have interchangeably set their hands & seals  
the day and year first above written - Daniel Gaskens (Seal) Eliz<sup>th</sup> M<sup>r</sup>  
Bullough (Seal) Witness J<sup>as</sup> Green - William Grebe - State of South  
Carolina - Charleston District - Personally appeared before me John  
my

Simply one of the Justices appointed to keep the peace in and for the first district William Forebe and being duly sworn saith that he was present and saw Daniel Gashons of Elizabeth N. Boulogh's in seal and deliver the within to Thomas Miller for the use of the within mentioned and that he saw James Greer subscribe his name as a witness with himself - William Forebe - Sworn to before me this 9. day of March 1798 In P. Smyly - J. P. Recorded the 16. April 1798

State of South Carolina - Whereas Mary Muthis of Charleston is possessed of and entitled unto four Slaves that is to say Punch Sammy and two children Fanny Caroline and also of a Bed and bedding a Mahogany Chest of Drawers a Looking Glass and several other articles of Furniture as her own proper Goods and Chattels. And Whereas Marriage is intended to be shortly had and solemnized between Wm Bruckshanks of Charleston in the State aforesaid Heir Maker and the said Mary Muthis upon the contract of which Marriage the said William Bruckshanks hath agreed that if the same shall take Effect that then notwithstanding the said Marriage he the said William his Executors administrators or assigns shall not nor will intermeddle with or have any right Title or Interest in Law or Equity in or to the premises aforesaid but the same shall remain continue and be to the said Mary or to such Uses as she shall think fit to appoint Now This Indenture made this Twenty Eight day of February in the year of our Lord One thousand Seven hundred Ninety Eight Between the said William Bruckshanks of the first part the said Mary Muthis of the second part and Charles Prince of Charleston in the State aforesaid Tin Plate Worker of the Third part Witnesseth that for making the said agreement effectual in the Law and for preservation of the said Goods and Chattels to the separate use of the said Mary and so that the same shall not be in the power and disposal of the said William Bruckshanks nor liable to the payment of his debts for the said William Bruckshanks for himself his Executors and administrators and every of them doth covenant promise and agree to and with the said Charles Prince his Executors and administrators by their presents that notwithstanding the said intended Marriage shall take Effect all the said Slaves to wit Punch Sammy and the two children Fanny and Caroline together with their future Issue & Increase and also the said Bed and Bedding Mahogany Chest of Drawers Looking Glass and other Furniture shall be received accounted and taken as a separate and distinct Estate of and from the Estate of him the said William Bruckshanks and be no ways liable or subject to him or his disposal or to the payment of his Debts - but the same with the profits and increase that shall be hereafter gotten gained or made thereof shall be ordered disposed and employed to such person or persons and to and for such use and uses intents and purposes and in such manner and forms as is hereinafter mentioned and declared - That is to say - That all the aforesaid Goods and Chattels and the produce and increase thereof shall be had taken held possessed and enjoyed by such person and persons and for such use and uses as the said Mary shall at any time or times here after during her life limit devise or dispose of the same or any part thereof either by her last will and Testament in writing or by any other writing whatsoever signed with her hand And the said William Bruckshanks doth for himself his Executors and administrators covenant promise and agree to and with the said Charles Prince his Executors and administrators by their presents in manner following that is to say that if the said intended Marriage shall take Effect that the said William shall and will permit and suffer the said Mary to give grant or dispose of her said separate Estate as she shall think fit in her life time and to make such will or other writing as aforesaid and thereby to give order devise limit and appoint her said separate Estate to any Person or Persons for any Trust use intent or purpose whatsoever and that he the said William Bruckshanks shall & will permit and suffer such will hereafter to be made by the said Mary to be duly proved by the Executor in such will named or to be named and probate of such will

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244 Will to be had and taken as is usual; and that it shall and may be lawfull to &c.  
for the said Charles Prince his Executors and administrators at any time from and  
after the said intended Marriage shall take Effect, to commence any action or  
Suit at Law or Equity in the name or names of the said William Bruckshanks,  
and Mary his intended Wife against any person or persons for the recovery of any  
Sums or Sums of Money now due or to hereafter grow due to the said Mary  
on her said separate Estate as aforesaid, and that the said William Bruckshanks  
shall not release or discharge any such action or Suit, nor receive  
release or discharge any such debt or Sums of Money now due or hereafter  
to grow due to the said Mary from her said separate Estate as aforesaid -  
Without the special Licence and consent of the said Charles Prince his Exe-  
cutors or administrators in that behalf first had and obtained in writing  
under their or some of their hands and seals, but that the said William Bruck-  
shanks shall and will avow justly and maintain all lawfull Actions  
and Suits, that shall be so commenced for the recovery of the premises, and that  
the said William Bruckshanks shall and will al after as thereto devised  
by the said Charles Prince his Executors, or administrators join with the said  
Mary his now intended Wife, in any receipt, release, discharge, or assignment  
necessary to be given on receiving any Money due or to grow due as aforesaid.  
And further that the said William Bruckshanks shall and will from  
time to time and at all times from and after the said intended Marriage  
shall take Effect upon every reasonable Request, and at the proper Cost  
and Charges of the said Charles Prince his Executors and administrators  
make, do and execute all and every such further Act and acts thing  
and things for the better setting recovering and receiving the Monies  
Goods and Estate of the said Mary allotted and declared for her separate  
use benefit and disposal as aforesaid as by the said Charles Prince his  
Executor and administrators or their or any of their counsel learned in the  
Law shall be reasonably devised advised or required. Provided always  
and it is declared concluded and agreed by and between all the said parties  
to these presents and it is the true intent and meaning hereof and of the parties  
hereto, that he the said Charles Prince his Executors and administrators may  
from time to time seems wise satisfy and pay him or themselves out of the said  
Estate, all such necessary and reasonable Charges, as they shall sustain  
by reason of their being made Parties to these presents or to any act or acts  
thing or things in pursuance thereto. And that the said William Bruckshanks  
his Executors and administrators shall from time to time and at all times  
hereafter be indemnified and saved harmless out of the separate Estate of the  
said Mary and from all manner of Costs, Charges, Damages or Trouble  
that he or they shall sustain or incur for or by reason of his joining or being  
made a party in any action or Suit commenced as aforesaid, or in any receipt  
or release, or on any other account whatsoever relating to the said separate  
Estate. In Witness whereof the Parties to these presents have hereunto  
set their hands and seals the day and year first above written. William  
Bruckshanks (S). Mary Michie (S). Charles Prince (S). Signed  
Sealed and delivered in the presence of. The words for himself his Executors ad-  
ministrators or assigns in the Eleventh line on the first sheet of this Deed being  
first arrested before signed - David Abendonore W. G. S. Sears-  
Charleston Jr. Personally appeared Mr. David Abendonore who  
being duly sworn made Oath that he was present and saw William  
Bruckshanks

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Cruikshanks, Mary Mann and Charles Mann severally sign seal and as their respective Act and deed deliver the foregoing Instrument of writing to and for the use and purposes therein set forth, and that he the Deponent with Warren Gates Clerk signed their names as Witnesses thereto - Done to the 25<sup>th</sup> day of April 1798 Before - Daniel Smith J.P. - Recorded the 25<sup>th</sup> day of April 1798 -

South Carolina. To all to whom this presents shall come be seen or made known I Mary Johnston of the State of South Carolina widow send Greeting - Whereas a marriage is intended to be shortly had and solemnized - Between me and W<sup>m</sup> James Reynolds, and it has been agreed between us (as is evidenced by his witnessing these presents) that the property herein after mentioned should be settled and secured in manner herein also after mentioned. Now know Ye that in Consideration of such intended agreement and also of the sum of five Shillings to me in hand paid by Charles Banks of the City of Charleston and State of said Merchant. (The receipt whereof is hereby acknowledged) I the said Mary Johnston have granted, bargained and sold, and by these presents do grant, bargain sell and deliver unto the said Charles Banks the following Negro and other Slaves to wit Judy, Ginny, Patt, Betty, Chloe, Simon, Isaac and Isaac - To have and to hold all and singular the said Slaves and the Issue and Increase of such as are female unto the said Charles Banks, his Executor, and administrators to for and upon such Uses and Trusts as shall be declared of and concerning the same - That is to say - To hold the same to my use until the said Marriage shall take Effect, and from and immediately after the Celebration of the said Marriage then to my sole separate Use and behoof, freed and discharged of all Debts, Engagements, Contracts, and claims of the said James Reynolds) during the Term of my natural Life, and from and after my decease then to the use of my son George Johnston, during the term of his natural Life, and from and after his decease then to the use and behoof of such Child, or Children, if more than one, to be equally divided between as he may leave at the time of his death, and the Child or Children of such deceased Child or Children if any such there should be such Child or Children representing their deceased Parent or Parents and taking the Share to which such parent or parents would have been entitled if he or they had been living - To hold the same to them respectively their Executors, administrators and assigns for Ever - But in case the said George Johnston should have no Child or Grand Child living at his death, then one moiety of the said Negroes with the Issue and Increase of such as are female to the use of the said Charles Banks, his Executor, administrators and assigns for Ever. One fourth of the said Negroes together with the Issue and increase of such as are female to my Friend Susannah Young Muncreeff - Daughter of Richard and Elizabeth Muncreeff during the term of her natural Life and after her decease to such Child, and if more than one among such Children as she shall have at her death his, her or their Executor, administrators and assigns for Ever - But in case she shall have no Child at her death then to my sister Sarah Pickling, during her Life, and from and after her decease, then to such Child, and if more than one, among such Children as she may leave at her death his, her and their Executor, administrators and assigns for Ever - And as to the other fourth part of the said Negroes, with the Issue and Increase of such as are female to my sister Sarah Pickling during the Term of her natural Life and from and after her decease to the use of such Child and if more than one among such Children as she may leave at her decease his, her and their Executor, administrators and assigns for Ever - But in case she shall have no Child at her death then to my friend Susannah Young Muncreeff during the Term of her natural Life, and from and after her decease to such Child, and if more than one

246 One among such children as he may leave at the time of his death to hold the same to him here their Executors, Administrators and assigns, forever. In Witness whereof I have hereunto set my hand and seal this 25<sup>th</sup> day of November in the year of our Lord One thousand, Seven hundred and Ninety Seven, and in the Twenty Second Year of the Sovereignty and Independence of the United States of America. James Reynolds, Jun<sup>r</sup> (25). Signed, Sealed and delivered in the presence of Barnard Adams, William Adams, Elizabeth Adams. State of South Carolina. Charleston District. Personally appeared before me Richard Munceeff, Justice of the Quorum Barnard Adams, who being duly sworn maketh oath that he did see the within named James Reynolds Sign, seal & declare the within Instrument of writing to be his own act and deed and for the purposes therein mentioned, and that he also saw William Adams and Elizabeth Adams sign their Names as Witnesses thereto together with himself. Sworn to before me this twentieth day of March One thousand, Seven hundred and ninety Eight. Rich<sup>d</sup> Munceeff Jus. Quorum. Recorded 26<sup>th</sup> day of April 1798.

South Carolina This Indenture tripartite made the seventh day of May in the year of our Lord one thousand seven hundred and ninety eight Between Elizabeth Cromwell of the City of Charleston in the State aforesaid Widow of the first part, Thomas Rivers of the same City and State Gentleman of the second part, and Oliver Cromwell of the same place Gentleman of the third part, Whereas a Marriage by Gods permission is intended shortly to be had and solemnized by and between the said Elizabeth Cromwell and the said Thomas Rivers, and it is concluded settled and agreed by and between all the parties to these presents, that all and singular the Estate Real and Personal whatsoever and wheresoever of the said Elizabeth Cromwell and in particular that part thereof which is herein after particularly mentioned and described shall be made over settled and secured in the hands of the said Oliver Cromwell his Heirs Executors and Administrators in trust for the use intent and purpose hereinafter mentioned, and to and for no other use intent or purpose whatsoever, and whereas the said Elizabeth Cromwell on the day of the date of these Presents is possessed in Fee Simple of a certain Lot of Land, situate lying and being on the South side of Tradd Street in Charleston aforesaid containing twenty feet in front on said Street and one hundred and five feet in depth more or less, Butting and Bounding to the North on Tradd Street aforesaid, to the South on Land now or late belonging to the Estate of Samuel Wainwright to the East on Land now or late belonging to James Rivers Maxwell and to the West on Land of Alexander Clarkson, with the Houses, Buildings, Hereditaments and Appurtenances thereunto belonging, and also is entitled unto as her own property and possessed of the following two male Slaves named Bob and May, Now therefore this Indenture Witnesseth that the said Elizabeth Cromwell for and in consideration of the said <sup>intended</sup> Marriage and in pursuance of the said Agreement made with the said Thomas Rivers and the said Oliver Cromwell for settling and securing her Estate and Interest to the use intent and purpose and under the Conditions and Limitations hereinafter

mentioned, and also for and in the further consideration of the sum of five shillings Sterling money to her in hand paid by the said Oliver Cromwell, the receipt whereof she doth hereby acknowledge, hath granted bargained sold aliened remised released, conveyed assigned, transferred and set over and by these Presents, by and with the Privy consent and good liking of the said Thomas Rivers testified by his being a party to and signing and sealing of these presents doth fully freely & absolutely grant bargain sell alien remise release convey assign transfer and set over unto the said Oliver Cromwell his heirs Executors and Administrators, all that the aforesaid lot of land in Trade Street aforesaid, and which is herein before particularly mentioned and described, and also the said two male Slaves named Bob and May as aforesaid, Together with all and singular the hereditaments, rights members and appurtenances to the said Real and Personal Estates belonging or in anywise appertaining, and the Reversion and Reversions, Remainder & Remainder, Rents, Issues and Profits of the aforesaid Real and Personal Estate and also all the Estate Right Title Interest use trust property, possession profit benefit Claim and demand whatsoever either at Law or in Equity of her the said Elizabeth Cromwell of in or to the said Real and Personal Estate or any part thereof, To have and to hold the said Town lot of land and the said two male Slaves herein before particularly mentioned with their appurtenances unto the said Oliver Cromwell his heirs Executors and Administrators for ever in trust never the less for the use estate interest and purpose herein after mentioned and to and for no other use intent or purpose whatsoever, that is to say in trust for the said Elizabeth Cromwell and her heirs Executors Administrators and Assigns absolutely until the said intended Marriage shall take effect and be solemnized between the said Elizabeth Cromwell and Thomas Rivers, and from and after the solemnization of the said Marriage, then also notwithstanding her Coverture in trust for the sole separate and distinct use benefit and behoof of the said Elizabeth Cromwell her heirs Executors Administrators and Assigns for ever to the intent that the said Estate Real and Personal and every part thereof the rents issues, increase and profits thereof arising from time to time & at all times hereafter be held had taken possessed occupied enjoyed by the said Elizabeth Cromwell and her heirs Executors Administrators or Assigns or by such person or persons and for such uses intents and purposes as the said Elizabeth Cromwell notwithstanding her Coverture by any Deed or Deeds or Instruments of writing whatsoever or by her last will and Testament in writing duly executed shall give devise bequest, limit alien release sell or dispose of all or any part of the said trust Estate Real <sup>and that the same Estate Real or Personal</sup> and Personal and every part thereof and all the issues and profits thereof shall be and remain to the said Elizabeth Cromwell her heirs Executors and Assigns for ever hereafter as her and their own proper Estate without the intervention or controul of the said

248 Thomas Rivers her intended Husband or any of his Creditors or any other person or persons whatsoever, and the said Thomas Rivers for himself his Heirs Executors and Admors doth hereby Covenant grant promise conclude and agree to and with the said Oliver Cromwell his Heirs Executors or Admors, that he and they shall and will from time to time and at all times hereafter peaceably and without suit or molestation permit and suffer the said Elizabeth Cromwell his intended wife and her Heirs Executors Admors or Assigns, to have hold occupy possess enjoy manage and direct the said Estate Real and Personal and the Increase and Profits thereof at her will and pleasure, and also permit and suffer the said Elizabeth Cromwell to give grant alien release sell or dispose of at her <sup>free</sup> will and pleasure all or any part of the said trust Estate Real and Personal and profits thereof, or to devise limit or appoint the same or any part thereof to any person or persons, for any use trust intent or purpose whatsoever, and the will or Testament of the said Elizabeth Cromwell, if any there should happen to be will permit and suffer without opposition, trouble or expence to be duly proved by the Executor or Executors named therein as is usual in cases of wills, and the person or persons to whom the said Elizabeth Cromwell shall give sell devise limit alien or dispose of all or any part of the said trust Estate Real or Personal by any Deed or Deeds or Instruments of writing whatsoever or by will or Testament as aforesaid shall and may lawfully, peaceably and justly hold possess and enjoy the same according to the true intent and meaning of such gift, grant bargain sale Bequest limitation or appointment without the molestation Hindrance suit or disturbance of the said Thomas Rivers, his Heirs Executors Admors or Assigns or any of his Creditors or any other person or persons whatsoever, and also that he the said Thomas Rivers his Heirs Executors Admors and Assigns shall and will from time to time and at all times hereafter at the reasonable request costs & charges of the said Oliver Cromwell make do and execute all and every such further and other reasonable and lawful acts things devices Conveyances and assurances in the law whatsoever for the further better and more perfect granting assuring settling & vesting the said trust Estate Real and Personal and every part thereof and of the Increase and profit thereof to the said Oliver Cromwell his Heirs Executors and Admors for ever in trust for the use intent and purpose aforesaid in such way and manner, as he and they or any of their Counsel learned in the law shall be reasonably advised devised or required, In Witness whereof the said parties to these presents have hereunto interchangeably set their Hands and seals on the day and in the year first before written

O. Cromwell (H)

Tho<sup>s</sup> Rivers (H)

O. Cromwell (H)

sealed & Delivered in the presence of

John S. Dart, Wm P. Johnson

Charleston, S.C. Personally appeared Mr. John Sanford Dart who being duly sworn made oath that he was present and saw Elizabeth Cromwell, Thomas Rivers and Oliver Cromwell severally sign

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249. seal and as their respective Act and Deed deliver the foregoing Instru-  
ment of writing to and for the uses and purposes therein set forth, and  
that he the Deponent with William P. Johnson signed their names  
as witnesses thereto. Sworn to the 10<sup>th</sup> day of May 1798 before Jant. Smith JP.  
Recorded 10<sup>th</sup> May 1798.

Whereas I Thomas Wright Bacot of Charleston in the State  
aforesaid have in pursuance of the powers vested in me to sell and dispose  
of the Negro Slaves contained in the Deed of Marriage Settlement to which  
this memorandum is attached (to which together with Jane DeSaussure  
London, Jane DeSaussure (now my wife) Daniel DeSaussure and Henry Wil-  
liam DeSaussure are parties bearing date the 5<sup>th</sup> day of March 1788) ac-  
tually sold and delivered the Negro Slaves comprehended within  
the said Deed or schedule affixed thereto to Thomas Martin of Charleston  
by my Bill of Sale bearing date the first day of April 1790. and I have  
requested Daniel DeSaussure and Henry William DeSaussure the  
Trustees above named to join in and confirm the said Bill of Sale to  
which they have assented. and whereas I the said Thomas Wright Bacot  
have sold and conveyed with the concurrence of the said Trustees the  
moiety of the Tract of Land containing 555 Acres, situate on Saltcatch-  
ers Prince Williams Parish which my wife was entitled to, comprehended  
in said Settlement, and also the Cattle, and whereas I am desirous to sell  
and the said Trustees have agreed to concur in the sale of the moiety of the  
other tract to which my wife is entitled contained in said Settlement  
comprehending about 400 Acres in Prince Williams Parish on a Branch  
of Coosaw River, and whereas in consideration of these acts of the said  
Trustees and in pursuance of the Marriage Articles I have covenanted  
and agreed to and with the said Daniel DeSaussure and Henry William  
DeSaussure to convey to them certain other property hereinafter parti-  
cularly stated and mentioned to stand and be in lieu of the said Negro  
Slaves, Land and all other property mentioned and comprehended in the  
Marriage Settlement which they have accepted as appears by a certain  
Memorandum hereon endorsed duly executed by them. Now Know all  
Men that in pursuance of my said stipulation <sup>and</sup> of the said Marriage Con-  
tract or Deed I the said Thomas Wright Bacot do hereby grant bargain  
sell release convey confirm transfer assign and set over and in open  
Market deliver unto the said Daniel DeSaussure and Henry William De-  
Saussure and to their Heirs Executors Administrators and Assigns,  
All that lot Piece or Parcel of Land situate lying and being at the west  
end of Broad Street Cutting and bounding Southwardly on Broad Street  
westwardly on land of John Lewis Gervais Northwardly on Short Street  
and Eastwardly on land of Wilson which said lot admea-  
sures

250 sures and contains in front on Broad Street fifty feet, and in depth from South to North two hundred and twenty eight feet more or less, with the Buildings and Appurtenances, and also the following Negroes Phillis and her Child Harry, a boy named Romeo and two Girls named Juliet and Peggy, together with all and singular the Appurtenances, to be held upon the trusts and to the uses intents and purposes stated mentioned and set forth in said Deed in like manner as said Negroes Land and other property were subject, and I do hereby promise Covenant and agree to and with the said Daniel Desauzure & Henry William Desauzure that I will hereafter at any time on demand execute or cause to be executed any other Deed or Deeds necessary or proper for the Complete apuring and conveying the said premises to be held on the said uses and trusts, In witness whereof I have hereunto set my Hand and seal the seventeenth day of November in the year of our Lord one thousand seven hundred and ninety seven

Sealed and Delivered in the presence of the words buildings and appurtenances being first interlined in the 3<sup>d</sup> line from the bottom. W. Myche, Rob<sup>t</sup> Dewar, Charleston p. Mr. William Myche or being duly sworn made oath that he was present and saw Thomas Wright Bacot sign seal and as his Act and Deed deliver the above writing to and for the uses and purposes therein set forth, and that he the Deponent with Robert Dewar signed their names as witnesses thereto, Sworn to the 3<sup>d</sup> day of May 1798 before Stephen Ravenel R. Bro<sup>t</sup> M. Bacot (M)

Know all men by these presents that we Daniel Desauzure and Henry William Desauzure in consideration of the before named Thomas Wright Bacot having as appears by the foregoing agreement substituted the Property therein mentioned for that conveyed in the Settlement hereunto attached for the purposes therein contained, Do hereby signify our Assent and approbation to such substitution and consent that such property be taken in lieu of that mentioned in the said Settlement upon the same trusts - In Witness whereof we have hereunto set our Hands and Seals the day of the date of the foregoing Instrument -

Signed Sealed and Delivered } Henry W<sup>m</sup> Desauzure (M)  
in the presence of Chas<sup>s</sup> Graves } D. Desauzure (M)  
Charleston p. Personally appeared Mr. Charles Graves who being duly sworn made oath that he was present and saw Henry William Desauzure and Daniel Desauzure severally sign seal and as their respective Act and Deed deliver the above writing to and for the uses and purposes therein set forth, and that he the Deponent signed his names as a witness to the due Execution thereof - Sworn to the 16<sup>th</sup> day of May 1798 before Dant Smith J.P.  
Recorded 16<sup>th</sup> May 1798

South Carolina

Know all men by these Presents that I James M<sup>o</sup>: Beth of the City of Charleston in the State of South Carolina aforesaid

Merchant am held and firmly bound unto Robert McKenzie Johnston  
 of the same place Esquire in the full and just sum of fifteen hundred  
 Pounds lawful money of the said State to be paid to the said Robert  
 McKenzie Johnston his Executors Administrators or Assigns, to which  
 payment well and truly to be made and done I bind myself my Heirs  
 Executors and Administrators firmly by these Presents, Sealed with  
 my Seal and dated the twenty third day of April in the year of our  
 Lord one thousand seven hundred and ninety eight and in the twenty  
 second year of American Independence, Whereas a marriage is intend-  
 ed to be shortly had and solemnized between the above bound James McBeth  
 and Katharine Johnston the eldest Daughter of Charles Johnston of the  
 City of Charleston aforesaid Esquire, Now the Condition of this Obligation  
 is such that if the said intended marriage shall take effect, and the  
 said James McBeth shall die in the life time of the said Katharine Johnston  
 then if the Heirs Executors or Administrators of him the said James McBeth  
 do and shall within twelve months after his Death pay or cause to be  
 paid into the hands of the above named Robert Mackenzie Johnston his  
 Executors Administrators or Assigns the aforesaid sum of fifteen hundred  
 Pounds to be by him applied upon the Trusts and for the uses intents and  
 purposes following that is to say, In Trust for the sole use benefit &  
 behoof of her the said Katharine Johnston for the term of her natural life  
 in case she the said Katharine Johnston shall survive him the said  
 James McBeth, and from and after her Death in Trust to the said Robert  
 Mackenzie Johnston his Executors Administrators or Assigns for the  
 use benefit and behoof of such Child or Children Issue of the said intended  
 marriage as may be living at the time of such her death share and share  
 alike, but in case the said Katharine Johnston shall die in the life  
 time of the said James McBeth leaving Issue one or more of the said  
 marriage, and such Issue be alive at the time of the Death of the said  
 James McBeth, then and in such case the said Robert McKenzie Johnston  
 his Executors Administrators or Assigns shall have and receive from  
 and out of the Real and Personal Estate of the said James McBeth the aforesaid  
 sum of fifteen hundred Pounds in trust to the said Robert McKenzie  
 Johnston his Executors Administrators or Assigns for the use benefit and  
 behoof of such Child or Children Issue of the said intended marriage  
 share and share alike, but in case the said James McBeth shall die  
 leaving no Issue of the said intended marriage living at the time  
 of his Death, and the said Katharine Johnston shall survive him the said  
 James McBeth then in trust to pay over the said sum of fifteen hundred  
 Pounds to the said Katharine Johnston her Executors Administrators  
 or Assigns then this Obligation to be void and of no effect, otherwise  
 to remain in full force and virtue

James Macbeth's Seal

Sealed and Delivered in the presence of Wm Robertson  
 Charleston p. Personally appeared W. William Robertson who being  
 duly sworn made Oath that he was present and saw James Macbeth  
sign

258 sign seal and as his act and deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth & that he the Deponent signed his name as a Witness thereto, Subscribed the 29<sup>th</sup> day of May 1798 before Stephen Ravenel R<sup>d</sup> Recorded 29<sup>th</sup> May 1798.

South Carolina Articles of Agreement made and executed this sixth day of June in the year of our Lord one thousand seven hundred and ninety eight, Between Jack Holmes of the City of Charleston Gentleman of the first, Mary Esther Simmons of the same place Spinster of the second part, and the Rev<sup>d</sup> Thomas Frost and Henry Bailey likewise of Charleston, Trustees of the said Mary Esther Simmons, of the third part, Witnesses that in consideration of a Marriage intended with Gods permission shortly to be had and solemnized between the said Jack Holmes and Mary Esther Simmons, he the said Jack Holmes for himself his heirs Executors Administrators and Assigns hath articulated covenanted, promised and agreed, and by these presents doth article covenant promise and agree to and with the said Thomas Frost and Henry Bailey and the survivor of them, his heirs Executors Administrators and Assigns that as soon as the said Marriage shall have taken effect, he the said Jack Holmes will bargain sell and transfer firmly and effectually to the said Thomas Frost and Henry Bailey and the survivor of them his Executors Administrators and Assigns the following Negro Slaves with the future Issue and Increase of the female Slaves to wit, Venus and her four Children, Rose Dick January and Jim, in trust nevertheless to and for the following uses intents and purposes that is to say in trust to and for the joint use benefit and behoof of the said Jack Holmes and Mary Esther Simmons during their joint lives, in such manner and form however, that the same shall not be liable taken or sold for the debts or contracts of the said Jack Holmes, but the work, labor, service here and produce of the same shall be applied to the maintenance and support of the said Jack Holmes and Mary Esther Simmons, and from and after the Death of either of them the said Jack Holmes and Mary Esther Simmons, then in trust to and for the use, benefit and behoof of the survivor of them during the life of such survivor, free of the debts and contracts of the said Jack Holmes as above mentioned, and from and after the death of such survivor then in trust to and for the use, benefit and behoof of the Children and Issue of the said intended Marriage and the survivors and survivor of them until some one of them shall attain the age of twenty one years or be married, and then and from then ceasing to and for the use benefit and behoof of such Children and Issue and the survivors and survivor of them as aforesaid as tenants in common and their Executors Administrators and Assigns, But in case the said Jack Holmes and Mary Esther Simmons should both die



leaving no issue of the said intended Marriage living at the time of the death of the survivor of them, or that such issue should all die before any of the said Children attain the age of twenty one years or are married then in trust to and for the use benefit and behoof of the survivor of them the said Jack Holmes and Mary Esther Simmons, his or her Executors Administrators and Assigns, and the said Jack Holmes for the consideration aforesaid, doth hereby for himself his heirs Executors Administrators and Assigns further covenant promise and agree to and with <sup>the</sup> said Thomas Frost and Henry Bailey their Executors Administrators and Assigns that as soon as the said Marriage shall have taken effect he will grant bargain sell assign transfer and set over firmly and securely unto the said Thomas Frost and Henry Bailey and the survivor of them, his heirs Executors Administrators and Assigns the sum of one thousand Pounds mentioned and contained in a certain Deed or Instrument bearing date on or about the eighteenth day of November in the year of our Lord one thousand seven hundred and eighty nine, and which said sum is therein and thereby given and settled to and for the use of the said Mary Esther Simmons upon and under certain Contingencies and limitations mentioned and set forth in the same, together with all interest accumulations and increase of the same, and likewise all such lands negro slaves and other Estate Real and Personal which may have been or may be hereafter acquired or gotten for and by the same, and all the Estate Right Title Interest, Benefit Claim and Demand both at Law and in Equity of in to and out of the same in any manner howsoever, In trust nevertheless to for and upon the uses trusts intents and purposes, and under and subject to the limitations and agreements herein before mentioned, expressed and declared, meant and intended of concerning and with respect to the Negro slaves herein before named as near as may be, and the said Jack Holmes for himself his heirs Executors Administrators and Assigns doth hereby further Covenant promise grant and agree to and with the said Thomas Frost and Henry Bailey and the survivor of them, his heirs Executors Administrators and Assigns, that he the said Jack Holmes his heirs Executors and Administrators and all and every other person and persons who soever, Claiming or to claim any Estate Right Title or Interest, of in or to the Premises herein before mentioned or any part thereof with their appurtenances, by from or under him them, or any of them, shall and will from time to time and at all times after the solemnization of the said intended Marriage, upon the reasonable request of the said Trustees or the survivor of them his heirs Executors Administrators and Assigns respectively, at the proper Costs and Charges in the Law of the said Jack Holmes his heirs Executors Administrators and Assigns make do and execute or cause and procure to be made done and executed all and every such further and other lawful and reasonable

reasonable Act and Acts, thing and things devices, Conveyances and Apurances in the Law whatsoever as well for strengthening and corroborating these presents, as for the further better and more perfect granting conveying and assuring firmly and securely all and singular the aforesaid Premises and Appurtenances, and every part and parcel thereof unto the said Thomas Frost and Henry Bailey and the survivor of them his heirs Executors and Administrators, In trust for the uses and purposes aforesaid, as by the said Trustees or the survivor or his heirs Executors or Administrators shall be reasonably devised or advised and required. In Witness whereof, the said parties to these presents have hereunto set their hands and Affixed their Seals at Charleston on the day and in the year first above mentioned.

Sack Holmes (ds)

Sealed and Delivered in the presence of W<sup>m</sup> Roach, John W<sup>m</sup> Johnston, Gabriel Bailey, Charleston p. Personally appeared W<sup>m</sup> Gabriel Bailey who being duly sworn made oath that he was present and saw Sack Holmes sign seal and as his Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, and that he the Depo- ment with William Roach and John William Johnston signed their names as witnesses thereto, Sworn to the 11 day of June 1798 before Stephen Ravenel D L Recorded 11 June 1798.

South Carolina

This Indenture made this fifteenth day of March in the year of our Lord one thousand seven hundred and ninety eight and in the twenty second year of the sovereignty and independence of the United States of America, Between Barnard Elliott of the City of Charleston in the State aforesaid Esquire of the first Part -- Juliet Gibbes the youngest Daughter of Robert Gibbes late of Charleston aforesaid Esquire deceased of the second part, and Robert Gibbes and Lewis Gibbes both of Charleston aforesaid Esquires of the third Part, Whereas a Marriage is shortly intended to be had and solemnized between the said Barnard Elliott and Juliet Gibbes, and whereas the said Juliet Gibbes is now possessed of a considerable Personal Estate consisting of Negroes and other Slaves herein after particularly mentioned and named, and the said Juliet Gibbes is also intitled unto a distributive part of the undivided Estate of her late Father Robert Gibbes, under and by virtue of his last Will and Testament in writing duly executed and proven in the Office of the Ordinary of Charlestown District, and to which for greater certainty reference is hereby made, and whereas upon the treaty of and previous to his said intended Marriage it hath been and is agreed upon by and between the said Barnard Elliott and Juliet Gibbes that the Personal Estate aforesaid of the said Juliet Gibbes, together with her distributive

share and proportion of the undivided Estate of her deceased Father  
 bequeathed to her as aforesaid should be by her granted, resigned  
 to and vested in them, the said Robert Gibbs and Lewis Gibbs  
 and the Survivor of them, and the Heirs Executors and Adminis-  
 trators of such Survivor, upon the special Trust and Confidence  
 nevertheless, and to and for the several uses intents and purposes  
 hereinafter mentioned, limited, expressed and declared of and  
 concerning the same, Now this Indenture Witnesseth that in  
 pursuance of the said Agreement and in consideration of the said  
 intended Marriage and also of five shillings Sterling Money to the  
 said Juliet Gibbs in hand well and truly paid the Receipt whereof  
 is hereby acknowledged and for divers other good and sufficient  
 causes and considerations her therunto moving, she the said Juliet  
 Gibbs by and with the privity and consent of the said Barnard Elliot  
 her intended husband, testified by his being Party to and executing  
 these Presents, hath granted bargained and sold and by these Presents  
 doth grant bargain and sell and in plain and open market deliver  
 unto the said Robert Gibbs and Lewis Gibbs the following Negro  
 Slaves that is to say Sarah, Renty, Luke, Owen, Molly, John, Esther  
 Beck, Dye, Rosetta and Moses together with the future Issue and  
 Increase of the Females, and she the said Juliet Gibbs for the consider-  
 ations aforesaid and by and with the privity and consent of her said in-  
 tended husband testified as aforesaid, hath also granted bargained  
 sold assigned, transferred and set over and by these Presents, doth  
 grant bargain sell assign transfer and set over unto them the said  
 Robert Gibbs and Lewis Gibbs all and singular her distributive  
 share and proportion of the undivided Estate of her late Father, the  
 aforesaid Robert Gibbs deceased hereby giving and granting unto  
 them the said Robert Gibbs and Lewis Gibbs and the Survivor of  
 them and the Heirs Executors and Administrators of such Survivor  
 her full power and absolute authority in the name of her the said Juliet  
 Gibbs or otherwise as the Case may be, as soon after the solemnization of  
 the said intended Marriage and after the expiration of the time lim-  
 ited and expressed in the will of the aforesaid Robert Gibbs deceased  
 for keeping together his Estate as conveniently they can, to ask  
 demand and receive from the Executors of the said Robert Gibbs de-  
 ceased all and singular the share and proportion of her the said  
 Juliet Gibbs of in and to the aforesaid undivided Estate bequeath-  
 ed to her by her late Father as aforesaid, and it is hereby declared to  
 be the true intent and meaning of these Presents and of the several  
 Parties thereto, that all the Property of whatsoever nature or kind  
 the same be at any time hereafter received by the said Robert  
 Gibbs and Lewis Gibbs or either of them as part or in full for  
 the distributive share and proportion of the said Juliet Gibbs  
 of in and to the undivided Estate of her late Father the said  
 Robert

256 Robert Gibbs deceased the same shall be a part of the hereby intended  
to be Assigned Premises in as full ample and Complete a manner as if  
the same was herein particularly described <sup>in the last will</sup> and set forth, To have and  
to hold the said Negro Slaves with the future Issue and Increase of the  
Females, and all other the Premises herein before mentioned or meant or  
intended to be hereby assigned transferred and set over unto them the  
said Robert Gibbs and Lewis Gibbs and the Survivors of them and to the  
Heirs Executors and Administrators of such Survivor, Upon the  
Special Trust and Confidence nevertheless and to and for the several  
Uses intents and purposes herein and hereby intended to be made  
declared of and concerning the said Personal Estate of the said Juliet  
Gibbes and each and every of the Parties to this Indenture, hath agreed  
that the same shall be limited settled and assured in manner and  
form following that is to say, to the use Benefit and behoof of the said  
Barnard Elliott during the joint lives of the said Barnard Elliott and  
Juliet Gibbs his intended Wife, and in case the said Juliet Gibbs  
should die in the life time of the said Barnard Elliott leaving  
Issue one or more of the said Marriage living at the time of such  
her death then from and immediately after such her Death, In  
Trust to be equally divided between such Children if more than  
one share and share alike But if only one to his or her Executors  
Administrators and Assigns for ever, Upon the further Trust to  
permit and suffer the said Barnard Elliott for and during the term  
of his natural life to have and take to himself the Rents Issues and  
Profits thereof and every part and parcel thereof and from and imme-  
diately after such his death, In Trust to be equally divided amongst  
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 which soever  
shall first happen, and if there be but one Child then to that  
Child absolutely for ever, but in case the said Barnard Elliott  
should die in the life time of the said Juliet Gibbs his intended  
Wife leaving Issue one or more of the said intended Marriage  
living at the time of his death then In Trust to permit and suffer  
the said Juliet Gibbs to have receive and take the Rents Issues and  
Profits thereof for and during the term of her natural life and from  
immediately after such her Death In Trust to be equally divid-  
ed amongst 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 which soever  
shall first happen and if there be but one Child then to that Child  
absolutely for ever. But if at the time of the death of the said Bar-  
nard Elliott or Juliet Gibbs which soever shall first happen  
there should be no Issue living of the said Marriage then from and  
immediately after such death leaving no lawful Issue of the  
said Marriage, In Trust to pay and deliver over all and singular

257. the Estate and Property herein and hereby intended to be settled and conveyed to the sole and only use of the survivor of them the saids Barnard Elliott and Juliet Gibbes to have and to hold the same to such survivor and to his or her Executors Administrators assigns for ever, and the said Barnard Elliott for himself his Executors and Administrators doth by these Presents Covenant and agrees and with the said Robert Gibbes and Lewis Gibbes their Executors Administrators and Assigns, that he the said Barnard Elliott, his Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request of them the said Robert Gibbes and Lewis Gibbes their Executors and Administrators make do and execute or procure to be made done and executed all such further and other reasonable and lawful acts and Deeds in the law for the corroborating and confirming these Presents, In Witness whereof the said Parties to these Presents have hereunto their hands and seals subscribed and set the day and Year first above written Barnard Elliott Esq  
 sealed & Delivered in the presence of, an evidence Rob<sup>t</sup>. R. Gibbes Esq  
 being first made on the tenth line of the second Lewis d. Gibbes Esq  
 page of this Indenture In Witness whereof Juliet Georgiana Gibbes Esq  
 Received on the day of the date of the within written Indenture of of from  
 the within named Robert Gibbes and Lewis Gibbes Esquires the sum of  
 five shillings being the full Consideration Money within mentioned  
 to be paid by them. In Witness my hand Juliet Georgiana Gibbes  
 Witness In Witness whereof Alex<sup>r</sup>. Gardens, Charleston ff.  
 Personally appeared Mr. John Gibbes who being duly sworn made oath  
 that he was present and saw Barnard Elliott, Robert R. Gibbes,  
 Lewis d. Gibbes and Juliet Georgiana Gibbes severally sign seal and  
 as their respective Act and Deed deliver the within Instrument of  
 writing to and for the uses and purposes therein set forth, that he  
 also saw the said Juliet Georgiana Gibbes sign the Receipt hereon  
 endorsed, and that he the Deponent with Alexander Gardens  
 signed their names as witnesses thereto, Sworn to the 10<sup>th</sup> day  
 of July 1798 before Stephen Ravenel P<sup>r</sup>.  
 Recorded 16<sup>th</sup> July 1798

South Carolina  
 This Indenture made the twenty second Day of May  
 in the Year of our Lord one thousand seven hundred ninety eight  
 Between Elizabeth Mitchell Dickinson of the City of Charleston and  
 State aforesaid of the one Part, and Francis Dickinson of the same Place  
 Attorney at Law of the other Part, Witnesseth that the said Elizabeth  
 Mitchell Dickinson for and in Consideration of the sum of ten  
 shillings Current Money of the said State to her in hand well & truly  
 paid by the said Francis Dickinson at and before the sealing and  
 Delivery hereof the Receipt whereof is hereby acknowledged, hath

258 Bargained and sold, and by these presents, doth Bargain and sell unto the said Francis Dickinson his Executors Administrators and Assigns. A certain Lot or Piece of Land and dwelling house thereon standing situate lying and being in Cumberland Street in the City of Charleston and State aforesaid, measuring and containing in Front on said Street ninety eight feet and in depth one hundred and nine feet be the same more or less, Butting and Bounding to the East on Lands of the Methodist Church, on the West on Lands of Matthias Hutchinson Esq. on the North on Lands known and distinguished in the Original Plan of Charleston as Lot number one hundred and sixty seven and now supposed to be the property of Ball, and to the South on Cumberland Street aforesaid, Together with all and singular the Gardens, Orchards, Fences ways, wells, waters, Water Courses, Basements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever to the said Lot or Piece of Land belonging or in any wise appertaining and the Reversion and Reversions, Remainder and Remainders, Residue and every part and parcel thereof To have and to hold the said Lot or Piece of Land, and all and singular other the Premises herein before mentioned, and intended to be hereby Bargained and sold, and every part and parcel thereof, with their and every of their Appurtenances unto the said Francis Dickinson his Executors Administrators and Assigns from the day next before the day of the date of these presents, for and during the full time, and unto the full End and term of one whole year from thence next ensuing, and fully to be completed and intended, yielding and paying therefor unto the said Elizabeth Mitchell Dickinson her Executors or Administrators the Rent of one Cent on the last day of the said term, if the same shall be lawfully demanded to the intent and purpose that the said Francis Dickinson by virtue hereof, and by force of the Statute for transferring of uses into possession may be in the actual possession of the premises herein before mentioned and intended to be hereby Bargained and sold, and every part and parcel thereof with their and every of their Appurtenances, and may be hereby enabled to accept and take a Grant and Release of the Reversion and Inheritance of the same, to him and his Heirs for ever - In Trust never theless to and for such uses intents and purposes & subject to such Provisoes and Conditions as shall be therein declared of and concerning the same, In Witness whereof the said Parties to these Presents, have hereunto interchangeably set their Hands and seals the Day and year first above written Elizabeth Mitchell Dickinson (d) Sealed & Delivered in the presence of Henry Bailey & Hutchinson, A. Moore, State of S. Carolina Charleston Dist, Personally appeared Henry Bailey who being duly sworn made oath that he was present and did see Elizabeth Mitchell Dickinson, sign seal and as her act and Deed deliver the within Instrument of writing for the uses & purposes therein mentioned & that he with E. Hutchinson & A. Moore signed their names as witnesses to the due execution thereof, sworn to before me this 29<sup>th</sup> day of June 1798 before Dan<sup>l</sup> Smith JP.

This Indenture Tripartite made the  
 twenty third Day of May in the Year of our Lord one thousand seven  
 hundred and ninety eight, Between Elizabeth Mitchell Dickinson  
 of the City of Charleston and State aforesaid of the first Part, Stephen  
 Shrewsbury of the same place of the second Part, & Francis Dickinson  
 of the third Part, Wherreas a Marriage by Gods permission is short-  
 ly intended to be had and solemnized between the said Stephen  
 Shrewsbury and Elizabeth Mitchell Dickinson, and wherreas  
 the said Elizabeth Mitchell Dickinson at the time of executing these pre-  
 sents is and stands seised in fee simple to her and her heirs of and  
 in the Lot or Piece of Land and dwelling House thereon standing here-  
 inafter particularly mentioned, and intended to be hereby gran-  
 ted and Released, and wherreas upon the Treaty of the said Marriage it  
 hath been and is agreed between the said Stephen Shrewsbury and Eliza-  
 beth Mitchell Dickinson that the said Lot or Piece of Land and  
 dwelling House thereon standing of her the said Elizabeth Mitch-  
 ell Dickinson should be by her granted and released unto the said  
 Francis Dickinson his heirs and Assigns to for and upon the several  
 Uses and subject to the Trusts Intent and Purposes in such manner  
 as hereinafter is mentioned limited expressed and declared of  
 concerning the same, Now This Indenture Witnesseth  
 that in pursuance of the said recited Agreement and Consideration  
 of the said intended Marriage, and also in further Consideration  
 of the sum of one Dollar to her the said Elizabeth Mitchell Dickinson  
 well and truly paid by the said Francis Dickinson at and before  
 the sealing and Delivery of these Presents the receipt whereof is hereby  
 acknowledged, and for divers other good causes and Considerations  
 her the said Elizabeth Mitchell Dickinson, she the said Elizabeth Mitchell  
 Dickinson, by and with the knowledge privity and Consent of the  
 said Stephen Shrewsbury her intended Husband and testified by  
 his being a party to and signing and sealing these presents, which  
 he doth in Consideration of the said intended Marriage, Hath  
 granted bargained sold aliened released and confirmed and by  
 these Presents, Doth grant bargain sell alien release and confirm  
 unto the said Francis Dickinson in his actual possession now being  
 by virtue of a bargain and sale to him thereof made for one whole  
 year by Indenture bearing date the day next the before the day of  
 the date of these presents, and by force of the Statute is for transfer-  
 ring and converting uses into possession and to his heirs & assigns  
 for ever, All that Lot or Piece of Land and Dwelling House there-  
 on standing situate lying and being in Cumberland Street  
 in the City of Charleston and State aforesaid measuring and  
 containing in front on said Street ninety eight feet, and  
 in Depth one hundred and nine feet be the same more or less  
 Butting

Butting and Bounding to the East on Lands of the Methodist Church  
 on the West on Lands of Matthias Hutchinson Esquire, on the North on  
 Lands known and distinguished in the Original Plan of Charles-  
 ton as Lot number one hundred and sixty seven and now supposed  
 to be the Property of Ball and to the South on Cumberland Street  
 Together with all and singular the Rights Members and Appurtenances  
 of the said Lot or Piece of Land before mentioned, and also all Houses  
 Out-houses, Orchards, Gardens, Profits, Commodities and Advantages  
 whatsoever, to the same Belonging or in any wise appertaining, &  
 also the Reversion and Reversions, Remainder and Remainders, Heirs  
 Issues and Profits of the said Lot or Piece of Land with every appur-  
 tenance thereto belonging, and also all the Estate Right Title  
 use trust property Claim and Demand whatsoever, of the  
 said Elizabeth Mitchell Dickinson of in and to the said Lot or Piece  
 of Land and every Part and Parcel thereof with the Appurtenances  
 To have and to hold the said Lot or Piece of Land above mentioned  
 with all and singular the Rights Members and Appurtenances  
 thereof unto the said Francis Dickinson his Heirs or Assigns for-  
 ever, In Trust to for and upon the several uses intents and  
 purposes, and subject to the several Provisions, Powers Limitations  
 and Agreements hereinafter limited and expressed, mentioned  
 and declared of and concerning the same, that is to say In Trust  
 to and for the use benefit and behoof of the said Elizabeth Mitch-  
 ell Dickinson and her Heirs until the solemnization of the said  
 intended Marriage, and from and immediately after the solemn-  
 ization thereof, In Trust to and for the use benefit and behoof of the  
 said Elizabeth Mitchell Dickinson during the term of her natural  
 life, and that he the said Francis Dickinson his Executors Admin-  
 istrators and Assigns shall and will during the said term permit  
 and suffer her the said Elizabeth Mitchell Dickinson and her  
 Assigns, to have possess and enjoy the said hereby released and  
 assigned premises, and to take and receive all and singular the  
 Rights Issues and Profits thereof to and for her sole separate per-  
 sonal and peculiar use benefit and behoof in exclusion of  
 the said Stephen Shrewsbury her said intended husband so that  
 the same shall not in any wise be subject or liable to the disposal  
 Intermeddling controul, engagements Debts or Incumbrances of  
 him the said Stephen Shrewsbury his Executors Administrators or  
 Assigns, and from and after the Death of the said Elizabeth Dickin-  
 son if she should die before the said Stephen Shrewsbury leaving  
 a Child or Children of her Body by him begotten then In Trust to  
 for the use benefit and behoof of such Child or Children, if one to  
 the use benefit and behoof of such Child his or her Heirs and Assigns  
 for ever if more than one to the use benefit and behoof of such  
 Children their Heirs and Assigns for ever, as Tenants in Common  
 and not as Joint Tenants, but in default of such Issue of the  
 said Elizabeth Mitchell Dickinson, by the said Stephen Shrews-  
 bury or if the said Elizabeth Mitchell Dickinson should

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leave such Issue and he should they should all die during the  
 lifetime of the said Stephen Shrewsbury unmarried and before the age  
 of twenty one years, then in Trust to and for the use benefit and behoof  
 of the said Stephen Shrewsbury his Heirs and Assigns for ever, and that the said  
 Francis Dickinson his Heirs and Assigns shall and will convey the same  
 unto the said Stephen Shrewsbury his Heirs and Assigns for ever free and  
 discharged of and from all further and other Trusts whatsoever, But in  
 case it should so happen that the said Stephen Shrewsbury should die  
 before the said Elizabeth Mitchell Dickinson leaving Issue upon the  
 Body of the said Elizabeth Mitchell Dickinson begotten or leaving  
 the said Elizabeth Mitchell Dickinson ensient with Child who shall  
 afterwards be born alive, then and in such case In Trust to and for the use  
 benefit and behoof of the said Elizabeth Mitchell Dickinson during  
 the term of her natural life, without impeachment of waste and from  
 and after her death In Trust to and for the use benefit and behoof  
 of such Child or Children and also of such other Child or Children as she  
 may have at the time of her decease by any other Husband their Heirs or  
 Assigns for ever equally and without distinction as Tenants in Com-  
 mon and not as Joint Tenants, But and if the said Stephen  
 Shrewsbury should not leave Issue on the Body of the said Elizabeth  
 Mitchell Dickinson begotten, nor leave the said Elizabeth Mitchell  
 Dickinson ensient with Child who shall afterwards be born alive  
 or in case he should leave Issue on the Body of the said Elizabeth  
 Mitchell Dickinson begotten or should leave the said Elizabeth  
 Mitchell Dickinson ensient with Child who shall afterwards  
 be born alive and such Child or Children should all die during  
 the life time of the said Elizabeth Mitchell Dickinson then and in such  
 case in trust notwithstanding she may have Children then alive  
 by another Husband to and for the use benefit and behoof of the said  
 Elizabeth Mitchell Dickinson her Heirs and Assigns for ever, and  
 that the said Francis Dickinson his Heirs and Assigns shall and will  
 reconvey the same unto the said Elizabeth Mitchell Dickinson her  
 Heirs and Assigns for ever free and discharged of and from all further  
 and other Trusts whatever, Provided always and it hereby is ex-  
 pressly declared and agreed by and between all and every of the Parties  
 to these Presents that in case it shall hereafter appear to the said  
 Francis Dickinson his Heirs and Assigns to be most conducive to the  
 Interest of the said Elizabeth Mitchell Dickinson that the aforesaid  
 Lot or Piece of Land and appurtenances be sold and other Land pur-  
 chased with the Sale Monies in lieu thereof, or otherwise that the  
 whole of the said Sale Monies be invested in Stock of the United  
 States or laid out in the purchase of Shares in any Bank of the  
 United States or placed at Interest or only a Part thereof, or that  
 the same be expended in the Purchase of Slaves or other necessary  
 Property, but notwithstanding aforesaid not otherwise then

and in such Case it shall and may be lawful to and for the said Elizabeth Mitchell Dickinson, and the said Stephen Shrewsbury during their Coverture by their joint Deed or after the decease of the said Stephen Shrewsbury if she should survive him by her sole Deed properly executed in the presence of three or more Credible Witnesses (the said Francis Dickinson his Heirs or Assigns joining in the said Deed and signifying such his or their Consent and Approbation to revoke and make void all and every the use and uses Trust and Trusts, Estate and Estates herein before respectively limited declared and expressed of and concerning the same lot or Piece of Land with its Rights Members and Appurtenances) to limit and declare any new use or uses, Trust and Trusts of and concerning the lot or Piece of Land whereof the uses Trusts and Estates herein before limited and expressed shall be revoked and made void as aforesaid, so as upon and at the time of making such Revocation as aforesaid and limiting any new or other use or uses, Trust or Trusts of the said Place lot or Piece of Land they the said Elizabeth Mitchell Dickinson and Stephen Shrewsbury by their joint Deed if during Coverture or the said Elizabeth Mitchell Dickinson by her sole Deed if she survives the said Stephen Shrewsbury properly executed in the presence of three or more Credible Witnesses, do transfer assign and set over unto the said Francis Dickinson his Executors Administrators and Assigns the Sale Monies arising from the sale and disposal of the said Lot or Piece of Land, In Trust to and for the use intent and Purpose (as the said Trustee the said Francis Dickinson his Executors Administrators or Assigns shall think most beneficial for the said Elizabeth Mitchell Dickinson) either of purchasing other Land (in lieu of the said Lot or Piece of Land) to be Conveyed and assured by the Person or Persons so selling the same, the said Stephen Shrewsbury and Elizabeth Mitchell Dickinson if during the Coverture, joining or otherwise fully and sufficiently conveying and assuring the same or (if after the death of the said Stephen Shrewsbury, the said Elizabeth Mitchell Dickinson, being then a live and joining or otherwise fully and sufficiently assuring the same unto the Trustee so purchasing the same his Heirs and Assigns In Trust or of putting the whole of the said Sale Monies at Interest on good Security or purchasing therewith the Funded Debt or Stock of the United States or Shares in any Bank of the United States as he the said Francis Dickinson his Executors Administrators and Assigns shall think proper, or only a part thereof, and purchasing with the Residue such Slaves as he the said Trustee his Executors Administrators or Assigns shall deem necessary such Slaves, Funded Debt or Stock of the United States or Bank Shares to be granted bargained sold conveyed and transferred by the Person or Persons selling the same, the said Stephen Shrewsbury and Elizabeth Mitchell Dickinson, if during the Coverture, joining or otherwise fully and sufficiently granting bargaining selling assigning and transferring or (if after the death of the said Stephen Shrewsbury the said Elizabeth Mitchell Dickinson

being then alive and joining or otherwise fully and sufficiently granting, bargaining, selling, apsigning and transferring the same unto the said Trustee so purchasing the same his Executors Administrators or Assigns, In Trust to for and upon the same uses intents and purposes as the said Lot or Piece of Land at the time of selling the same may then stand and be enjoyed, and the said Stephen Shrewsbury for himself his Heirs Executors and Administrators doth hereby Covenant promise grant and agree to and with the said Francis Dickinson his Heirs Executors Administrators and Assigns that he the said Stephen Shrewsbury his Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the Reasonable request and at the Costs and Charges of the said Francis Dickinson his Heirs Executors Administrators or Assigns make do and execute or cause to be made done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things Conveyances Bargains Apsignments or Apurances in the Law whatsoever as well for the Caroborating and strengthening of these presents as also for the further and better conveying bargaining, apsigning and apsigning and confirming the aforesaid Lot or Piece of Land and its Appurtenances unto the said Francis Dickinson his Heirs and Assigns, never the less to the several Uses, upon the several Trusts Intents and Purposes, and subject to the several Provisoos, Conditions and Agreements herein and hereby respectively mentioned expressed and declared of and concerning the same as by his or any of his Counsel learned in the Law shall be reasonably advised or required, Provided always and it is hereby intended agreed and declared by and between all the Parties to these Presents, that it shall and may be lawful to and for the said Francis Dickinson his Executors Administrators and Assigns from time to time in the first place to deduct retain and reimburse unto him or them by and out of the Rents Issues and Profits of the said Lot or Piece of Land hereby released unto him as aforesaid, all such Costs Charges Damages and Expences as he or his Heirs Executors Administrators or Assigns shall or may pay expend sustain or be put unto in or about the performance or execution of the several Trusts hereby in him reposed or in any wise concerning the same -

In Witness whereof the said Parties to these presents have hereunto set their Hands and seals on the Day and year first above written Signed Sealed and Delivered  
 in the Presence of us C. Hutchinson } Stephen Shrewsbury (d<sup>d</sup>)  
 A. Moore Henry Bailey } Elizabeth Mitchell Dickinson  
 Francis Dickinson (d<sup>d</sup>)  
 Received 23<sup>rd</sup> May 1798 of the within mentioned Francis Dickinson the Consideration Money within expressed Elizabeth Mitchell Dickinson, Witness C. Hutchinson A. Moore Henry Bailey -  
 State of South Carolina, Charlestown District Personally

264 appeared Henry Bailey Esquire who being duly sworn made oath that he was present and did see Elizabeth Mitchell Dickinson, Stephen Shrewsbury and Francis Dickinson sign seal and as their acts and Deeds deliver the within Instrument of writing to and for the uses and purposes therein mentioned and that he with E. Hutchinson and Moore signed their names as witnesses to the due Execution of the same, and that he likewise saw Elizabeth Mitchell Dickinson sign the Receipt for the Consideration Money, Sworn this 29<sup>th</sup> Day of June 1798 - Before Dan<sup>l</sup> Smith J.P. Recorded 16<sup>th</sup> July 1798.

This Indenture Tripartite made the fifth day of June in the year of our Lord one thousand seven hundred and ninety eight, and in the twenty second year of the Independence of the United States of America, Between Matthias Hutchinson of Saint Georges Parish Dorchester in the State of South Carolina Esquire of the first part, and Elizabeth Ioor Widow and Relict of John Ioor Esquire deceased of the second part, and Joseph Waring Esquire of the same place third part, Whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Matthias and Elizabeth, and whereas the said Elizabeth now is lawfully possessed of and intitled unto a number of negroe and other Slaves by virtue of the last Will and Testament of her late husband the said John Ioor deceased, reference thereunto being had will more fully and clearly appear, and whereas upon the treaty previous to the intended Marriage it hath been and it is agreed between the said Matthias Hutchinson and Elizabeth Ioor that the said negroe and other Slaves together with the Spu and Increase of the females which she the said Elizabeth Ioor is in possession of or in any manner intitled unto should be transferred assigned, conveyed granted and released unto the said Joseph Waring and his heirs, to for and upon the several uses and subject to the Trusts intents and purposes in such manner as herein after is mentioned, limited expressed and declared of and concerning the same, Now this Indenture witnesses that in pursuance of the said recited agreement and in consideration of the intended Marriage and for and in consideration of the sum of twenty Dollars to her the said Elizabeth Ioor now paid by the said Joseph Waring the receipt whereof is by her hereby acknowledged and for divers other good causes and valuable Considerations her hereunto especially moving the said Elizabeth Ioor by and with the knowledge privity Consent & approbation of the said Matthias Hutchinson her intended husband testified by his being a party to and executing of these presents hath granted bargained sold assigned transferred conveyed aliened released and confirmed and by these presents

doth grant bargain sell assign transfer convey alien release and confirm unto the said Joseph Maring his heirs Executors Administrators all the negroe and other Slaves which the said Elizabeth Joor is in any manner possessed of or intitled unto with the future Issue and Increase of the females, To have and to hold the said Negroe and other Slaves with the future Issue and Increase of such of them as are female unto the said Joseph Maring his heirs Executors and Administrators for ever, to for and upon the several uses trusts intents and purposes and with and under the several Restrictions, limitations, Provisoes, Conditions and agreements hereinafter mentioned limited and declared of for and concerning the same, and to and for no other use trust intent or purpose whatsoever that is to say, to the use and behoof of the said Elizabeth Joor and her heirs until after the solemnizing of the intended marriage and from and immediately after the solemnization thereof to the use and behoof of the said Mathias Hutchinson for and during the term of the joint lives of the said Mathias and Elizabeth and from and immediately after the determination of that Estate to the said Joseph Maring his heirs Executors and Administrators for and during the joint lives of the said Mathias and Elizabeth upon trust to pursue the contingent Remainder herein after limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require, but nevertheless in trust to permit and suffer the said Mathias during the joint lives of the said Mathias and Elizabeth to receive and take Issues, Profits, Interest and Benefits of the said premises to and for his use and benefit and from and immediately after the decease of either of the said Mathias and Elizabeth then for and upon the several uses trusts intents and purposes and with and under the several Restrictions, limitations, Provisoes, Conditions and agreements hereinafter mentioned limited and declared of for and concerning the same that is to say in case the said Elizabeth should die before the said Mathias then to the use and behoof of such person or persons and subject to such limitations and Provisoes as she the said Elizabeth notwithstanding her Coverture shall by any deed or writing or last Will and Testament (which Deed writing or Will she the said Elizabeth is hereby and by the said Mathias Hutchinson her intended husband enabled and empowered to make) shall give, limit or appoint the same and for want of such Deed Will Gifts, devise or appointment then the use and behoof of the right heirs of her the said Elizabeth Joor for ever, but in case the said Mathias should die before the said Elizabeth with or without Issue living at his Death then to the use and behoof of the said Elizabeth her heirs Executors Administrators & Assigns

for ever Provided always nevertheless and these presents are upon  
 this express condition and agreement that the whole of the Estate hereby  
 granted bargained sold assigned transferred and set over unto the  
 said Joseph Maring as Trustee aforesaid shall be and is hereby de-  
 clared subject and made liable to the payment of all the Lawfull  
 debts due by the said Elizabeth Joor antecedent to the said intended  
 marriage, and the said Mathias Hutchinson in consideration of the  
 intended marriage and of the Estate and Interest herein before grant-  
 ed limited and reserved to him, and also for other divers good causes  
 and considerations him hereunto moving doth for himself his  
 heirs Executors and Administrators covenant promise grant conclude  
 and agree to and with the said Joseph Maring his heirs Executors Ad-  
 ministrators in manner and form following that is to say that  
 for and notwithstanding any Act matter or thing whatsoever by  
 him the said Mathias to be had made done committed executed  
 suffered or assented to it shall and may be lawfull to for the  
 said Elizabeth his intended wife at any time or times during  
 her Coverture and at all times to make such Deed writing will  
 or Appointment as aforesaid and by such Deed writing will or  
 Appointment give devise appoint or dispose of all and singu-  
 lar or any part or parcel of the said Negroe and other Slaves  
 together with the Increase of the females above mentioned to such  
 person or persons and to and for such uses Trusts Intents and Purpo-  
 ses and in such manner and form as she the said Elizabeth notwith-  
 standing her Coverture shall think fit, and that he the said  
 Mathias Hutchinson his heirs Executors and Administrators  
 and all and every person and persons whatsoever claiming or  
 to claim by from or under him or them shall not question con-  
 trovert obstruct or hinder such disposition of her the said  
 Elizabeth of and in the said premises to be by her given and  
 disposed of as aforesaid, and also that all and all manner of such  
 Gifts devices dispositions or appointments as aforesaid to be by  
 the said Elizabeth so made and done shall be at all times as  
 good and effectual in the Law as if he the said Mathias Hutchinson  
 had himself joined in the same with her the said Elizabeth or  
 as if she had continued a feme sole, and further that the said  
 Joseph Maring his heirs Executors and Administrators shall and  
 may at all times hereafter peaceably and quietly have hold and enjoy  
 all and singular the said premises herein before mentioned neverthe-  
 less upon the several uses and trusts and subject to the several  
 provisoes and agreements herein and hereby expressly limited  
 mentioned and declared of and concerning the same without any  
 Act disturbance or Interruption of the said Mathias Hutchinson  
 or any other person or persons claiming or to claim by from or  
 under him, and more over that he the said Mathias Hutchinson  
 his heirs Executors and Administrators shall and will from time

to time and at all times hereafter upon the reasonable request and at the proper costs and Charges of the said Joseph Maring his heirs Executors and Administrators make do and execute or cause or procure to be made done and executed all and every such further and other lawfull and reasonable acts, thing and things conveyances assignments and assurances in the law whatsoever as well for the corroborating and strengthening of these presents, as also for the better assuring and confirming of the said herein before mentioned premises unto the said Joseph Maring his heirs Executors and Administrators, nevertheless to the several uses and upon the several intents trusts and purposes and subject to the Proviso or condition herein mentioned expressed and declared of and concerning the same as by their or any of their counsel learned in the law shall in that behalf be reasonably advised or required, In Witness whereof the said parties to these presents have hereunto set their hands and Seals the day and year first above written

Schedule of negroe and other Slaves belonging to the Estate of John Joor Esquire deceased a moiety of which Elizabeth Joor is in possession of & intitled unto by virtue of the last will and Testament of her late husband the said John Joor vizt. Nancy, Judith, Grace, Nanny, Amey, Sarah, Florah, Beck, Jonny, Frances, Hannah, Cate, Peg, Hagar, Maryann, Somerset, Abram, Ben, John, Sandy, George Dick, Coeeder, Hercules, Tom, Mill, little George, Brutus, Sam, Jane Charlotte, little Jonny, little Peg

Signed sealed & Delivered the words  
 other 1 page 7 line, with 2 page 11 line  
 negroe 30 line first interlined in the  
 presence of us Eliza Provoux, Eliza Helmes  
 Mathias Hutchinsson (sd)  
 Eliza Joor (sd)  
 Joseph Maring (sd)  
 Elizabeth Helmes

being duly sworn made oath that she was present and saw Mathias Hutchinsson, Elizabeth Joor and Joseph Maring sign seal and as their Act and Deed deliver this Instrument of writing for the uses and purposes therein mentioned and that she the Depoent with Eliza Provoux subscribed their names as witnesses to the Execution thereof, Taken before me this 8<sup>th</sup> day of May 1798 In Shieeler JP.  
 Recorded 16<sup>th</sup> July 1798

State of South Carolina Know all Men by these presents that I Charles Kvara of the City of Charleston in the State aforesaid Merchant am held and firmly bound unto James M. Call Ward of the said City and State Attorney at Law, in Trust for Maryann Rose also of the said City & State Spinster in the full and just sum of \_\_\_\_\_ to be paid to the said James M. Call Ward in Trust as aforesaid his certain Attorney Executors Administrators or Assigns, to which payment well & truly to be made and done I bind myself and each and every of my heirs Executors and Administrators firmly by these presents, sealed with my seal, and dated the \_\_\_\_\_ Day of \_\_\_\_\_ in the year of our Lord

one thousand seven hundred and ninety eight, and in the twenty second  
 year of American Independence, Whereas a Marriage by Gods  
 Permission is shortly to be had and solemnized between the above  
 bound Charles O'Hara, and the above named Maryann Rose, and  
 whereas the said Maryann Rose now is possessed of certain Real  
 and Personal Estate, and whereas there is good reason to suppose and  
 believe that the said Maryann Rose will from the Bounty of her  
 Friends and Relations now in life, hereafter inherit, receive and  
 become entitled unto a further Estate and property, which Estates  
 Interest or property, as well that in possession as that in expectancy  
 the said Charles O'Hara in consideration of the said Marriage, hath  
 contracted and agreed and doth hereby contract and agree on the said  
 Marriage taking effect, to settle convey and assure the said Estate of  
 the said Maryann Rose, in possession and expectancy, and with the  
 increase of her female Heirs unto the said James M. Call Ward his  
 Heirs Executors, Administrators or Assigns as Trustee in this Behalf  
 specially nominated and appointed to for and upon the several uses  
 Trusts Intents and purposes herein after mentioned and declared  
 of for and concerning the same, that is to say. In Trust to permit  
 and suffer, or else well and sufficiently to authorize and empower  
 the said Charles O'Hara the intended Husband to receive and take  
 all and singular the Rents Issues Profits Interest Earnings and  
 Increase arising or to arise from all and every Part and Parcel of the  
 Estate of the said Maryann Rose in possession or expectancy as aforesaid  
 during the continuance of the said intended Marriage to and for the  
 joint use benefit and behoof of them the said Charles O'Hara and  
 Maryann Rose, the intended Husband and wife free from the con-  
 trol of the said James M. Call Ward or any other Person or Persons  
 whomsoever, Provided always never the less that the said Trust  
 Estate either in Possession or Expectancy, and the Profits and  
 Increase of the same, shall not in any wise howsoever be sub-  
 ject or liable to the payment and Satisfaction of any of the pre-  
 sent or future Debts of the said Charles O'Hara, the intended Husband,  
 also upon this further Trust that in case of the Death of the said  
 Maryann Rose before the said Charles O'Hara leaving Issue then  
 for the use and behoof of the said Charles O'Hara during his natural  
 life, subject to the Maintenance, Education and Support of the  
 said Issue, and on the Death of the said Charles O'Hara then to the absolute  
 use and behoof of the said Issue if more than one share and share  
 alike, or in case of the Death of the said Maryann Rose without Issue  
 or leaving Issue of the Death of such Issue under age and unmarried  
 then in Trust that he the said James M. Call Ward his Heirs Executors  
 or Administrators do and shall deliver up, pay, apply, divide and  
 dispose of the said Estate of the said Maryann Rose, and meant &  
 intended to be settled and assured as aforesaid unto & among  
 such Person or Persons, and in such Part, Shares and proportions  
 as the said Maryann Rose, the intended Wife notwithstanding  
 her Coverture or whether covert or discover by any Deed in



Waiting, or by her last Will and Testament, in writing, to be by her, duly executed in the presence of three credible Witnesses, shall give direct and appoint, which said Deed or Will she the said Mary Ann Rose is hereby, and by the said Charles O'Hara the intended Husband hereby - enabled and empowered to make, but in case of the Death of the said Mary Ann Rose, leaving no Issue, and without making any Deed or Will in manner and form as aforesaid, then in Trust to hold and apply the Estate now possessed and enjoyed by the said Mary Ann Rose the intended Wife, as well as that in expectancy, to and for the sole and absolute use and behoof of the said Charles O'Hara absolutely and for ever, and in case of the Death of the said Charles O'Hara before the said Mary Ann Rose leaving Issue, then upon this further Trust that the said James McCall Ward his heirs Executors and Administrators shall divide the whole of the said Estates intended to be settled and assured aforesaid into two equal moities, or half parts, one moiety or half part to go to, - remain, and be taken by her the said Mary Ann Rose absolutely and for ever, and the remaining moiety or half part to be held taken & reserved for the use and benefit of the Issue of the Marriage if more than one share and share alike, but in case of the said Charles O'Hara before the said Mary Ann Rose without Issue, or leaving Issue of the Death of such Issue under age and unmarried, then the whole of the said Trust, Estate to be, remain and continue to the sole use and behoof of the said Mary Ann Rose absolutely and for ever, as in her first and former Estate, to and for and upon no other Use Trust or Intent whatsoever, NOW the Condition of this Obligation is such that if the above bound Charles O'Hara do and shall within

Months after the said Marriage shall take Effect or whenever thereunto required by the said James McCall Ward his heirs Executors or Administrators well truly and sufficiently do and perform all and singular the Articles Covenants - Matters and Things above recited and declared, so as to settle and secure the Estates of the said Mary Ann Rose either in possession or expectancy in the way and manner and to for and upon the several uses trusts and purposes as aforesaid, so as to render the intended Settlement to every and all intents and purposes firm sufficient full compleat and effectual and according to the intention of these presents. then the above Obligation to be and of none Effect, or else to remain in full force and virtue

Charles O'Hara Wd/

Sealed & delivered in the Presence of John McLeady, Henry O'Hara a list or schedule of the property & effects to which Mary Ann Rose is intitled, also the list of Debts due her which are to be & are hereby intended to be - secured by the above Bond viz, a House & Lot situate in Smiths Lane in Charleston (N.S.), a Bond due by William Godfrey for about £ 699 - fifteen Bank Shares numbered from N<sup>o</sup> 9560, 9561, 9562, 9563, - to 9564, N<sup>o</sup> 14568, 14569, 14570, 14571, 14572, 14573, 14574, 14575, - 14576, to 14577, also the following Negroes viz- Sela, Phillis, Isaac, Emma, Abram, Will, March, Clemma, Jaffray, James, Hannah, and George, Charleston W. Personally -

appeared Mr. Henry O'Hara who being duly sworn made oath that he was present and saw Charles O'Hara sign seal and as his act and Deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with John McCady signed their names as witnesses thereto - sworn to the 18<sup>th</sup> day of July 1798 before Danl Smith J.P.  
Recorded 18<sup>th</sup> July 1798

State of South Carolina This Indenture made the Thirtieth day of April in the year of our Lord one thousand seven hundred and ninety eight, and in the twenty second Year of the sovereignty and Independence of the United States of America, Between Mehetabel Blackwell of the District of Georgetown in the said State Spinster of the first part, Ephraim Cook of the same District Planter of the second part, and Samuel Blackwell of the same District Planter of the third part, Witnesseth that whereas a Marriage is agreed on and intended to be shortly had and solemnized between the said Ephraim Cook & Mehetabel Blackwell, and whereas the two Slaves hereinafter named are of the proper Goods and Chattels of the said Mehetabel Blackwell, And whereas in prospect and consideration thereof the said parties have mutually agreed on the following settlement and disposition thereof, This Indenture further Witnesseth that in contemplation thereof in pursuance of the said Agreement, and in consideration of Ten Shillings Sterling she the said Mehetabel by and with the consent and approbation of the said Ephraim Cook hath granted bargained and sold transferred made over and assigned, and by these presents Doth grant bargain and sell transfer make over and assign unto the said Samuel Blackwell two Negroe Women Slaves of her the said Mehetabel Blackwell known by the names of Sarah and Flora, To have and to hold the said two Female Negro Slaves known by the names of Sarah and Flora together with their future Issue and Increase unto the said Samuel Blackwell his Executors and Administrators on the following Trusts that is to say immediately after the solemnization of the said Marriage In Trust for the said Ephraim Cook and Mehetabel his intended wife during their joint lives, but in confidence that the said Samuel Blackwell shall well and truly permit and suffer the said Ephraim Cook to take the said Slaves and their future Issue and Increase into his custody care and possession without any restraint controul or interruption of or by him the said Samuel Blackwell his Executors or Administrators on any account or pretence whatever during the joint lives of him the said Ephraim Cook and Mehetabel his intended wife, and in Case there shall happen to be no Child or Children of the said Marriage or Issue of any such Child or Children alive when either he the said Ephraim