

201 of the City and State aforesaid Widow of John Friedrich  
Wolf of the same place deceased of the second part  
and John Hauck of the same place Shore Keeper of the  
third part. Whereas the said Margaret Wolf is  
seised and possessed of two houses and Lots of Land in  
the City and State aforesaid hereinafter conveyed and  
particularly described besides various other real and  
personal Estate And Whereas a marriage is in-  
tended shortly to be had and solemnized between the  
said Edward Irving and the said Margaret Wolf  
~~that the said Houses and Lots~~ and upon the treaty  
of the said Marriage it was agreed by and between  
the said Edward Irving and the said Margaret Wolf  
that the two Houses and Lots aforesaid should be con-  
veyed assigned settled and assured to the uses upon the  
trusts for the intents and purposes and under and  
subject to the powers provisoes declarations and agree-  
ments hereinafter limited Expressed and declared  
of and concerning the same. NOW this In-  
denture Witnesseth that the said Margaret Wolf  
in persuance of the said agreement and for and in  
Consideration of the sum of ten Shillings sterling to the  
said Margaret Wolf in hand paid by the said John  
Hauck and before the sealing and delivery of these  
presents the receipt whereof is hereby acknowledged hath  
by and with the privity and consent of the said Edward  
Irving (testified by his being a party to and by his seal-  
ing and delivering these presents) granted bargain-  
ed sold aliened remised released and confirmed  
and by these presents doth grant bargain sell alien  
remise release and confirm and the said John Hauck  
(in his actual possession non being by Virtue of a  
bargain and sale to him thereof made for one whole  
year by Indenture bearing date the day next before  
the day of the date of these presents and by force of the  
Statute for transferring uses into possession) and to  
his Heirs and Assigns for ever all that town Lot  
piece part or parcel of Land situate lying and being  
on the West side of Union Street in the City and

202. *State* aforesaid containing in front on said street seventeen feet and in depth from East to West eighty <sup>eight</sup> feet be the same a little more or less butting and bounding to the north on lands now or late of Bryan Foskey to the West on Lands of Edward north deceased to the South on Lands now or late of Mrs Woodward and to the East on Union Street aforesaid and also all that Town Lot piece part or Parcel of Land situate lying and being in Chambers's alley in the City and State aforesaid. Measuring and containing twenty nine feet front on said Alley more or less and sixty seven feet in depth more or less butting and bounding to the East on Lands of Henry Geddes to the West on Lands of James Linn to the North on \_\_\_\_\_ and to the South on said Alley together with all and singular the Houses and out Houses buildings gardens fences passages ways wells commodi- ties advantages emoluments hereditaments rights Members and appurtenances whatsoever to the said Town Lots Pieces or Parcels of Land belong- ing or in anywise appurtenant and the rever- sion or reversions remainder or remainders rents issues and profits thereof and of every part there- of with the appurtenances and also all the Estate right title interest property claim and demand whatsoever in Law or Equity of her the said Margaret Wolf of in and to all and singular the premises. To have and to hold the said two town Lots Pieces Parts or Parcels of Land with the appurtenances and all and singular other the premises unto the said John Hauck his Heirs and assigns to and for the several uses trusts intents and purpo- ses hereinafter declared and expressed that is to say in trust to and for the sole and separate use benefit and behoof of the said Margaret

203. *Wolf* a her Heir manner her said ted by of her sa and say said ins times to Lots as as there and pro separate fit or to personal use or o and un- ges upo and du simple in or proceeds pleasure or perso- rate u were so purpor accorde standi power if she queath Lands the re proceed investe in suc and fault

Notwithstanding her said intended coverture  
 her Heir and Assigns forever free from all and all  
 manner of power interference management or controul of  
 her said intended husband and free from and unaffec-  
 ted by the debts engagements contracts or acts whatsoever  
 of her said intended husband. In Trust also to permit  
 and suffer the said Margaret Wolf notwithstanding her  
 said intended coverture from time to time and at all  
 times to Lease hire and to farmlet the said two town  
 Lots and the buildings thereon and the other appurtenan-  
 ces thereof and to collect take and receive the rents issues  
 and profits thereof and the same to be at her sole and  
 separate disposal to expend the same as she may think  
 fit or to vest the same in any species of property real or  
 personal in trust to and for her own sole and separate  
 use or other wise as fully and completely as if she were sole  
 and unmarried and to give good and sufficient dischar-  
 ges upon receipt thereof for the same AND also to sell  
 and dispose of the said Lots of Land that is to say the fee  
 simple thereof or any part thereof or any smaller estate there-  
 in or thereout and the monies arising therefrom or other  
 proceeds thereof to dispose of and expend at her will and  
 pleasure or the same to invest in any other property real  
 or personal in trust to and for her own sole and sepa-  
 rate use or otherwise as freely fully and completely as if she  
 were sole and unmarried and also by any deed or writing  
 purporting to be her last will and testament executed  
 according to Law that the said Margaret Wolf notwith-  
 standing her said intended coverture shall and may have  
 power right and authority as fully and effectually as  
 if she were sole and unmarried to give devise and be-  
 queath limit and appoint the said two town Lots of  
 Land and all and singular their appurtenances &  
 the rents issues profits and emoluments and the  
 proceeds thereof arising from any sale thereof howsoever  
 invested to such person or persons natural or civil  
 in such proportions for such estates and to such uses  
 and purposes as she may think proper and in de-  
 fault of such disposal thereof or of any part thereof

204 then after her death in trust for her Executors  
Administrators and assigns forever. And pro-  
vided also and it is the true intent and meaning  
of these presents and of the parties thereto and such  
are the uses and trusts hereof that the said Marga-  
ret Wolf shall have full power and lawfull autho-  
rity to make and execute Leases for one or more  
years and also to give make and execute good  
and sufficient titles to any purchaser or purcha-  
sers of the fee simple or any smaller Estate of in-  
to or out of the said two Town Lots or any part  
thereof and by her own sole act and deed and  
without the act agency consent or concurrence  
of the said John Hauck his Heirs or Assigns  
notwithstanding her said intended coverture  
as fully effectually and completely as if she were  
sole and unmarried In Witness whereof the  
said parties to these presents have hereunto in-  
terchangeably set their hands and seals the day  
and year first above written Edward Irving  
/S/ Margaret Wolf /S/ John Hauck /S/  
sealed and delivered in presence of James Ry-  
an Langdon Cheves Witnesses as to the signa-  
tures and acknowledgment of Edward Irving  
& John Hauck. David Chalmers Langdon  
Cheves Witnesses as to the signature & sealing  
by Margaret Wolf. Chariston's Langdon Cheves  
made oath he was present and saw Edward  
Irving Margaret Wolf and John Hauck sign  
seal and as their act and deed deliver this In-  
strument of writing to and for the uses and  
purposes therein mentioned and that he toge-  
ther with James Ryan and David Chalmers  
signed their names as Witnesses to the same.  
Sworn to before me this 11<sup>th</sup> August 1802 Danl  
Jas Ravenel, P. Recorded August 1802

205 South Carol  
This is  
between Je  
Olman his  
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said Marie  
said Jean B  
Estate real  
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Jean Bapt  
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the said  
the said  
in Trust

This Indenture tripartite made on the ninth day of September in the year of our Lord one thousand eight hundred and two. — Between Jean Baptiste Sennequin of the first part, Marie Joseph Olman Widow of the second part, and Peter Smith of Charleston of the third part, whereas the said Jean Baptiste is possessed of a considerable sum of Money that is to say nine hundred half Doles, and whereas the said Marie Joseph Olman Widow is seized in and possessed of a certain Estate real and personal, and whereas a Marriage is intended shortly to be had and solemnized between the said Jean Baptiste Sennequin and the said Marie Joseph Olman Widow and it is the desire and will of the said Jean Baptiste and the said Marie Joseph Olman Widow that the Estate real and personal of the said Marie Joseph Widow whatsoever and wheresoever the Estate real and personal of the said Marie Joseph Olman Widow in France only excepted and the Interest on the said sum of Money in the event and to accrue from the time herein contemplated should be settled and secured in the manner and upon the Trusts and for the purposes hereinafter expressed and declared of & concerning the same, This Indenture witnesseth that for and in consideration of the said intended Marriage and of the sum of five shillings in hand to the said Jean Baptiste by the said Peter Smith he the said Jean Baptiste doth hereby for himself his Heirs Executors and Administrators covenant grant and agree to and with the said Peter Smith his Heirs Executors and Administrators that in case the said Marie Joseph his intended wife shall survive him that she shall have the use and enjoyment of the Interest on the said sum of Money during her life, and for and in consideration of the said intended Marriage and of the sum of five shillings in hand paid by the said Peter Smith to the said Marie Joseph Olman Widow she doth hereby grant assign transfer and set over to the said Peter Smith all her Estate both Real and Personal, that in France only excepted to have and to hold the same to the said Peter Smith his Heirs Executors Administrators and Assigns In Trust and for the purposes hereinafter expressed and declared in trust to permit the said Jean Baptiste to have the use and enjoyment of the same and the control and the management thereof during the joint lives of them the said Jean Baptiste and Marie Joseph and in case of the Death of the said Marie Joseph Olman living the said Jean Baptiste then in Trust to deliver over the said Estate Real and Personal and all Titles

monuments and evidences relating thereto to the said Jean  
 Baptiste to be holden by him his heirs Executors and Administrators,  
 but in case of the Death of the said Jean Baptiste living the said  
 Marie Joseph then in Trust to permit the said Marie Joseph  
 to have the use and enjoyment thereof during her life and at  
 her Death in trust to deliver over the said real and personal  
 Estate and the said sum of nine hundred half Dols to be  
 equally divided between the children of the said Jean -  
 Baptiste Hennequin which shall be then living and  
 the children of the present marriage if any such there  
 should be equally to be divided between them shared  
 share alike have signed the 9<sup>th</sup> day of September 1802.  
 In Testimony whereof the said parties to these presents  
 have hereunto set their hands and seals September the  
 ninth day and year of our Lord 1802 above written  
 Jean Baptiste Hennequin (dd) M. J. Olman (dd)  
 Peter Smith (dd) sealed and Delivered in the presence of  
 the word Day and year being inserted between the two last  
 Denis P. Mooney, Peter Serrier, Charleston J. Patrick  
 Mooney made oath he was present and saw Jean Baptiste Henne-  
 quin Marie Joseph Olman and Peter Smith sign seal &  
 as their act and Deed deliver the within Instrument operating  
 to and for the uses and purposes therein mentioned, and that he  
 signed his name as a witness to the same, Sworn to before  
 me this 2<sup>d</sup> August 1802 Dan<sup>l</sup>. J. Rawned J.B.  
 Recorded 2<sup>d</sup> August 1802

State of South Carolina

This Indenture Tripartite made the  
 thirteenth day of May in the year of our Lord one thousand  
 Eight Hundred & two Between Charles Mouson of the City of Charleston  
 and state aforesaid of the one part & Susanna McCallan of the  
 said City & state of the second part and Thomas Wm Carver of the  
 same place of the third part. Whereas a Marriage by Gods  
 Permission is shortly to be had and solemnized between the said  
 Charles Mouson & Susanna McCallan, and whereas the said  
 Susanna McCallan at the time of Executing these presents  
 is possessed of Intestate and entitled unto a Personal Estate consisting  
 of Two Slaves to wit Paris and Mirah together with a sum of Money  
 to the amount of one hundred & thirty Pounds Lawful Money

now due her by archibald Mc Clellan of St James Bante and others  
 upon the treaty of the said Marriage it has been and is agreed between  
 the said Charles Mougou & Susanna Mc Clellan that the said two slaves  
 together with the future issue of the aforesaid female slave Mirah & the  
 aforesaid sum of one hundred & thirty Pounds lawful Money when paid  
 shall be by them the said Charles Mougou & Susanna Mc Clellan  
 granted bargained assigned and set over unto the said Thomas Wm Carre  
 his Executors administrators and assigns to for and upon the several  
 uses trusts Intents and Purposes as herein after is limited and expressed  
 mentioned and declared of and concerning the same, Now This Indenture  
 Witnesseth that in pursuance of the ~~same~~ said recited agreement and  
 in consideration of the said Intended Marriage and to the Intent that the said  
 slaves and Money may be secured and applied upon the trusts and to  
 and for the uses Intents and purposes hereafter mentioned and expressed  
 they the said Charles Mougou & Susanna Mc Clellan Have and by  
 these presents Do for themselves respectively and overallly grant bargain  
 sell and deliver unto the said Tho<sup>s</sup> Wm Carre his Executors administrators  
 re and assigns the aforesaid two slaves to wit Paris and Mirah with the  
 future issue of the female slave Mirah & the aforesaid sum of one hundred  
 and thirty Pounds when paid having been in due form of Law delivered  
 To Have and to hold the said two slaves and Money when paid unto  
 him the said Tho<sup>s</sup> Wm Carre his Executors administrators and assigns  
 upon liable under and subject to the several trusts uses Intents Purposes  
 and agreements herein after expressed that is to say as to the two Slaves  
 named Paris and Mirah to gether with the Money aforesaid when paid  
 In trust for the said Susanna Mc Clellan her Executors administrators  
 and assigns until the said Intended Marriage shall be solemnized;  
 and from and Immediately after the solemnization of the said Intended  
 Marriage Then as to all of the aforesaid two Slaves & Money In trust that he  
 the said Thomas Wm Carre his Executors and administrators shall permit  
 and suffer the said Susanna Mc Clellan to have hold use Possess and Enjoy  
 the said two Slaves and Money when paid together with the future issue  
 and Increase of the aforesaid female slave Mirah and as to have and to take  
 and receive to her own Proper use and behoof of all the Profits Money and Income which  
 shall or may arise from their hire or Labour and to make such use of the aforesaid sum  
 of Money of one Hundred & thirty Pounds when paid free from and without being liable  
 to the debt of the said Charles Mougou her said Intended husband or any other husband  
 which she may hereafter have for and during the term of her natural life; and from  
 and after the decease of the said Susanna Mc Clellan if she should die before

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the said Charles Mougou then in trust to and for the sole separate and peculiar  
 use and behoof benefit of the said Charles Mougou his heirs Executors  
 administrators and assigns for ever: But in the Case it should so happen  
 the said Charles Mougou should die before the said Susanna McClellan  
 leaving Issue upon the body of the said Susanna McClellan by him the said  
 Charles Mougou together which shall be living at the time of the Death  
 of the said Susanna McClellan Then and in such Case in trust to  
 and for the use benefit and behoof of the said Susanna McClellan  
 during the term of her natural Life as above mentioned and from and  
 after her Death in trust for the use benefit and behoof of such children  
 or Child; if only one, then to the use benefit and behoof of such Child  
 If more than one, In trust to the use benefit and behoof of such  
 Children their heirs Executors administrators and assigns for ever in  
 Tenements in common and not as joint Tenants and in default of  
 such Issue then as to the aforesaid Two Slaves, to wit, Paris and  
 Mirak and the aforesaid sum of one hundred and thirty Pounds  
 when paid In trust to and for the use of Person or Persons for such  
 Estate and Estates and for such Uses and Purposes as the  
 said Susanna McClellan by her last will and Testament or any  
 writing purporting to be or being in the nature of a will to be signed  
 and Published by her in the Presence of and attested by two Credible  
 Witnesses not withstanding her being under Coverture and if she  
 whose sole and unmarried limits directs and appoints of and  
 concerning the same; and in default of such appointment then in  
 trust to and for the Right heirs of the said Susanna McClellan  
 for ever free from all further and other trusts whatever: &c  
 In witness whereof the said Parties to these presents have  
 hereunto set their hands & seals on the Year and day first  
 above written. Charles Mougou (Sd) Susannah  
 McClellan (Sd) Thomas W. Carne (Sd) —  
 In the presence of George Rechon, Ann R. McClellan  
 Note the Interlineation on the Eighth line from the top on the  
 other side and Interlineation on the twelfth line from  
 the top and the Erasure in the 2<sup>d</sup> line from the top, and  
 Erasure in 2<sup>d</sup> line from the top on this side was done before  
 the parties subscribed their names and Interlineation in  
 on the line from top other side likewise Witness George  
 Rechon, Ann R. McClellan, Charles Mougou, George  
 Rechon made with her was present and saw Charles Rechon



Charles Muzen, Susannah Mc Clellan & Thomas W<sup>m</sup> Carraige  
read, as their act & deed before the foregoing Instrument of writing to &  
for the use & purposes therein mentioned & that he signed his name as a  
witness to the same sworn to before me this 10<sup>th</sup> Novr 1802. Isaac Kotte  
Dart. J<sup>r</sup> Dated the 10<sup>th</sup> of Novr 1802

State of South Carolina

This Indenture made the Third day of November in  
the year of Lords one thousand eight hundred and two, and in  
the twenty seventh year of American Independence, Between  
Levi Durand Wigfall of Christ Church Parish in the State aforesaid  
Esquire of the first part Eliza Thomson of the City of Charleston in the said State Spin  
ster of the second part; and Lewis Truivant, William Johnson, and Thomas Hall of the same  
City and State Esquires of the third part whereas a Marriage by Gods permission is  
shoddy intended to be had and solemnized between the said Levi Durand Wigfall and  
the said Eliza Thomson And whereas the said Levi Durand Wigfall is justly and  
legally entitled unto the following Negroes Slaves bequeathed to him by his deceased  
Father Joseph Wigfall viz. Vea, Lever, Bolinda, Jeff, Jenny, Andrew, Amalia, Olive, Hebe,  
Betty, Sonnia, Annanilla, George, a Julia hand, Sarah, Susie, Benjamin, Rinah, Patty, Agrippa,  
Bob, Eye, Polgave, Sancho, Archa a carpenter, Bold, Frank, Maria, Charlotte, Chaely, Nancy,  
and Irene, as also is the following other Negroes Slaves bequeathed to him by deceased  
Grandmother Catharine Wigfall viz. Johnar, Delia, Dina, John, Archa, Delia Thomas, William  
Cinder, David, Moss, George, a born sarant mulatto Nancy, Juba, Charles, Primus, Tom, Charles  
Catharine and Nelly. Now this Indenture witnesseth that in consideration of the  
said intended Marriage, and also in consideration of the sum of ten shillings sterling Money  
to him the said Levi Durand Wigfall in hand paid by the said  
Eliza Thompson the receipt whereof is hereby acknowledged, and  
for divers other good causes and valuable considerations him therein to espe  
cially moving, he the said Levi Durand Wigfall, hath granted, har  
gassed, sold and delivered unto by these Presents both grant bargain  
sell and deliver unto the said Lewis Truivant, William Johnson, John  
son and Thomas Hall, the survivors and survivor of them and  
the Heirs and executors administrators and assigns of the survivor of  
them for ever all and every the several negro slaves first above mentioned bequeathed  
to him the said Levi Durand Wigfall by his deceased father Joseph Wigfall together  
with the future Issue and increase of the females in trust to and for the several  
uses intents and purposes herein after mentioned and declared of and concerning  
the same, and as for and concerning the said several uses intents and purposes herein  
and hereby intended to be made limited expressed and declared of the said several negro  
slaves together with the future issue and increase of the females of them bequeathed

of the said Levi Durand Wiggfall by his deceased Father Joseph Wiggfall  
 each and every of the parties to this Indenture have agreed that the same shall  
 be limited, settled and spent in manner following that is to say I the Trust for  
 him the said Levi Durand Wiggfall his heirs executors administrators and assigns  
 until the solemnization of the said intended marriage, and here and after the  
 solemnization here of then in trust for the use of the said Levi Durand Wiggfall  
 and Eliza Thomson during their joint lives, and on the death of either of them for the use  
 of the survivor of them, and in case she the said Eliza Thomson shall survive the  
 said Levi Durand Wiggfall, on his death then in trust to and for the use Benefit  
 and Support of such child or children of the said Eliza Thomson as may be begotten  
 of her body by the said Levi Durand Wiggfall, his he or their heirs and assigns for  
 ever share and share alike, and should any such child or children die in the  
 lifetime of the said Eliza Thomson, leaving a child or children, such child  
 shall take, or such children shall divide among them the share which  
 his he or their ancestor or ancestors would have been entitled to had he she or  
 they survived his he or their ancestor. But in case the said Levi Durand  
 Wiggfall shall survive, on his death then in trust to and for the use Benefit  
 and Support of such child or children as he the said Levi Durand Wiggfall may  
 have either by the present intended marriage or by any future marriage  
 his he or their heirs and assigns for ever share and share alike, and  
 should any such child or children die in the lifetime of the said Levi  
 Durand Wiggfall, leaving a child, shall take, or such children shall divide  
 among them the share which his he or their ancestor or ancestors would have  
 been entitled to had he she or they survived his he or their ancestor. in  
 witness whereof And this indenture further witnesseth that for the  
 consideration aforesaid and in further pursuance of the said agreement, and  
 also of the further sum of ten shillings Sterling Money to the said Levi Durand  
 Wiggfall by the said Eliza Thomson in hand paid, the receipt whereof is hereby  
 acknowledged, he the said Levi Durand Wiggfall hath bargained sold  
 and aliened, and by these Presents doth bargain sell and alien unto the said  
 Lewis Trejevant, William Johnson and Thomas Hall, the survivors and  
 survivors of them, and to the heirs executors administrators and assigns of  
 the survivor of them for ever full and free the several negro slaves bequeathed  
 to him by his deceased grandmother Catherine Wiggfall, whose names are  
 herein before particularized together with the future issue and increase  
 of the females of them the Trust to and for the several uses intents and  
 purposes herein mentioned and declared of and concerning the same. Was asforesaid  
 concerning the said several uses and intents herein and hereby intended to be  
 made limited expressed and declared of the said negro slaves together

with the future issue and increase of the female of the body of the said Levi Durand Wigfall by his second grandmother Catharine Wigfall, and one copy of the said parties to this deed have agreed that the same shall be held either as a trust in manner following that is to say in trust and to and for the sole & separate use of the said Eliza Thomson for and during the term of her natural life, not to be in any manner subject to the will or circumstances of the said Levi Durand Wigfall with Power to him to receive and enjoy the profits or product of the said trust Estate, during the joint lives of them the said Eliza Thomson and Levi Durand Wigfall, for such time only as do the said Eliza Thomson or a majority of the said Trustees shall think that his receipt thereof will not be prejudicial to the interest of the said Eliza Thomson, and from and after the decease of the said Eliza Thomson then in trust for the use Benefit & Behoof of such child or children, as may be begotten of her body by the said Levi Durand Wigfall his her or their heirs and assigns one share and share alike, and should any such child or children die in the life time of the said Eliza Thomson having a child or children such child shall take or such children shall divide among them the share or shares which he or she or they survivor his her or their ancestor or ancestors would have been entitled to, had he she or they survivor his her or their ancestor or ancestors. It is also further agreed that it shall and may be lawful to and for the said Lewis Fitzgerald William Johnson and Thomas Hall the survivors and survivors of them or a majority of them, and for the heirs executors administrators or assigns of the survivor of them, but not without the express consent and approbation of the said Levi Durand Wigfall previously had and obtained in writing to sell and dispose of all or any part of the negro slaves herein before enumerated, with the future issue and increase of the female, as well those bequeathed to the said Levi Durand Wigfall by his deceased Father Joseph Wigfall, as by his second grandmother Catharine Wigfall, and the issue arising from such sale or sales shall be either put out at interest, or vested in any other species of property which may be approved of by the said Trustees, and the survivors or survivors of them or the heirs executors administrators or assigns of the survivor of them, and by the said Levi Durand Wigfall subject to the same trusts uses and purposes as have been herein before mentioned and expressed. And the said Levi Durand Wigfall doth hereby covenant promise and agree from time to time and at all times hereafter upon the reasonable request of the said Lewis Fitzgerald William Johnson and Thomas Hall the survivors or survivors of them, and the heirs executors administrators or assigns of the survivor to make do and execute or cause to be made done and executed all and every such further and other lawful acts things deeds conveyances and assurances in the Law whatsoever need require for the carrying and bringing of these Bequests, as also for the further and better signing and appraising of all and singular the before mentioned premises, or any other kind of property which may be substituted in the room thereof it is also further agreed and it is the express meaning of all the parties to this deed, that in case the said Eliza Thomson shall leave at her death no issue of her body begotten by the said Levi Durand Wigfall or in case of their death under age, & before marrying

that all the negro slaves enumerated in either of the clauses of this deed  
 together with the future issue and increase of the same are and shall be conveyed  
 to the said Levi Durand Wiggfall by his name or rather Joseph Wiggfall and his  
 name Grammatica Catherine Wiggfall and also any other of any property  
 which may be substituted in the manner before mentioned in the name of them or  
 any of them, shall now & are become absolutely void in the said Levi Durand  
 Wiggfall and his heirs forever free and discharged from all trusts and limitation  
 whatsoever. In witness whereof the said parties have hereunto intercom-  
 mitted their hands and seals the day and year first above written  
 Levi Durand Wiggfall (Sd) Eliza Thomson (Sd) W<sup>m</sup> Johnston (Sd)  
 Thomas Healy (Sd) Lewis Tregwant (Sd) Sealed and Delivered in the Presence  
 of Joshua Payer, Joshua Payer the subscribing witness to this Deed being  
 duly sworn made oath that he was present and saw the within named  
 Levi Durand Wiggfall, Eliza Thomson, William Johnston, Thomas Healy,  
 and Lewis Tregwant sign seal and deliver the within Instrument of  
 writing for the purposes therein mentioned and that he subscribes his  
 name as witness to said Joshua Payer. Given to type on this 25<sup>th</sup>  
 November 1808. Jacob Drayton. J.B. Recorded 11<sup>th</sup> November 1802

South Carolina

Articles of Agreement made &

executed this third day of November in the year of our Lord one thousand eight  
 hundred and two between Levi Durand Wiggfall of the Parish of  
 in the State of Georgia, of the one part, Eliza Thomson of the City of  
 Charleston and state aforesaid Spinster one of the Daughters and  
 Legatee of James Hamson Thomson of the same City and state  
 deceased of the second part, and the Honorable William  
 Johnson Junior and Lewis Tregwant, and William Johnstone  
 Son of Andrew, and George Leafe Junior Esquires all of the  
 State aforesaid of the third part, Whereas a Marriage by  
 Gods permission is shortly intended to be had and solemn-  
 ized between the said Levi Durand Wiggfall and the said  
 Eliza Thomson, and whereas the said Eliza Thomson under  
 the last will and Testament of her said Father James Hamson  
 Thomson and by a Division made in pursuance thereof is  
 entitled to the following Slaves to wit Libby and her Children  
 John Nancy, Eliza Phillis and the fellow Breaches, and is also  
 entitled under the said last will and Testament to a certain  
 share or undivided part of certain outstanding Debt due to

218. the estate of the said deceased, and also that he is  
a certain share or undivided part of thirty shares in the South  
Carolina Bank and three in the State Bank as also a share or  
undivided part of a certain bond or obligation given by Messrs.  
Hiram and Francis Mather of the said State to the aforesaid  
the aforesaid Lewis Durand, in Trust for Charles Eliza and Ann  
Thomson dated the first day of September in the year of our Lord  
one thousand seven hundred and ninety nine, and given for the  
payment of the sum of one hundred and twenty three hundred and  
thirty three shillings, and whereas also the said Eliza Thomson is under the  
last will and testament of Daniel Hayward of Charleston lately  
deceased intitled to a legacy of one thousand Pounds Sterling with  
Interest thereon, and whereas it has been agreed by and between  
the said parties upon the aforesaid Treaty of Marriage, that as  
soon as her the said Eliza Thomson's share or undivided part  
of the said Debt, Bank shares and Bond shall be ascertained he  
the said Lewis Durand Wiggfall shall and will bargain sell  
assign transfer and set over firmly and securely unto the said  
William Johnson Junior, Lewis Frequent, William Johnston  
and George Hoop Junior their Executors Administrators and  
Assignes as well the aforesaid Slaves, as the share of the said Debt  
Bank, shares and Bond and the said legacy of one thousand Pounds  
Sterling with all Interest due thereon, In Trust for the aforesaid  
purpose hereinafter mentioned and subject as well to a power  
of revocation similar to one hereinafter expressed as to the whole  
of the said property, as to payment of the share or proportion of the  
unsatisfied Debt Dues and Demands owing or due by the Estate of her said  
Father to which she may be liable as one of his legatees provided as to  
the whole of the said property excepting the said legacy of one thou-  
sand Pounds Sterling and Interest thereon, provided that any prop-  
erty real or Personal settles in lieu thereof, but not of the said legacy  
and Interest thereon, shall be also liable and subjected to the pay-  
ments of the proportion of the unsatisfied Debt, Dues and Demands  
aforesaid owing or due by the Estate of her said Father, Now therefore  
the said Lewis Durand Wiggfall in consideration of the said intended  
Marriage, and in pursuance of the said Agreement, and also in con-  
sideration of the sum of five Shillings to him in hand paid by the said  
William Johnson Junior, Lewis Frequent, William Johnston and  
George Hoop Junior doth hereby for himself his heirs Executors and  
Administrators

24 Administrators, articles covenant, promise and agree to and  
with the said William Johnson Junior, Lewis Rosecomb, William  
Johnstone and George Goff Junior their Executors Administrators  
and Assignes in manner following that is to say, that after the  
said Marriage shall <sup>have</sup> taken effect, and as soon as her the said  
Elija Thomson's Share or undivided part of the said Debt, Bank  
Shares and Bond shall be ascertained, that he shall and will  
begin well assign transfer and set over firmly and securely  
with the said William Johnson Junior, Lewis Rosecomb  
William Johnstone and George Goff Junior their Executors  
Administrators and Assignes, all the aforesaid Shares as well  
as her share of the said Debt, Bank Shares and Bond and the  
said legacy of one thousand Pound Sterling and all interest  
due thereon, in trust nevertheless to and for the following uses  
and purposes, that is to say, In Trust during the joint lives  
of the said deiv Durand Wigfall and Eliza Thomson his wife  
to and for her sole separate and peculiar use benefit and be-  
nefit not to be subject to the controul or Debts of the said  
deiv Durand Wigfall, and in short as if she were a Terme  
wife, and from and after the death of the said Eliza Thomson  
should she die before the said deiv Durand Wigfall leaving  
no Child or Children, Grand Child or Grand Children Issue of  
the said intended Marriage then living, then In Trust to & for  
such person or persons in such manner and estate as she the  
said Eliza Thomson shall by her last Will and Testament in  
writing duly executed or any Instrument purporting or to be  
direct limit or appoint, and in default of such appointment,  
In Trust from and after her Death to the use and behoof of the  
said deiv Durand Wigfall his Executors Administrators and  
Assignes, but in case the said Eliza Thomson should die before  
the said deiv Durand Wigfall leaving any Child or Children  
Grand Child or Grand Children Issue of the said intended Mar-  
riage then living, then In Trust from and after the death of the  
said Eliza Thomson to and for the use benefit and behoof of the  
said deiv Durand Wigfall during the term of his natural  
life and from and after his death should any such Child or  
Children Grand Child or Grand Children be then living then  
In Trust to and for the use and behoof of such Child or Children  
Grand Child or Grand Children Issue of the said intended



the said Trust and for the use benefit and behoof of such Child or  
 Children Grand Child or Grand Children of the said Trust  
 or of any future and other Marriages and Marriages as shall  
 be hereafter made Administrators and Assigns of one  
 them one as Tenants in Common such Grand Children taking  
 between them only their Parents share, and no difference being made  
 between the Issues of the respective Marriages, But in case such  
 Child or Children Grand Child or Grand Children should all die  
 before the age of twenty one years and day of Marriage then the  
 Trust from and after the death of the survivor of them to and  
 for such Person or persons in such manner and Estate as she  
 the said Eliza Thomson shall by her last Will and Testament  
 in writing duly executed or any Instrument purporting to be  
 direct limit or appoint, and in default of such appointment  
 the Trust to and for the use benefit and behoof of such Relation  
 or Relations of the said Eliza Thomson then living as would be  
 entitled to the whole or distributive shares thereof under the  
 present Law for the distribution of Intestate Property in case  
 the said Eliza Thomson had then died intestate and possessed  
 herself and in such Estate and proportion as is directed by  
 the said Law, but in case the said Eliza Thomson should  
 have as such Child or Children, Grand Child or Grand  
 Children living at her death, then the Trust from and after  
 her death to and for the same use interests and purposes as are  
 just above expressed upon the death of the survivor of any such  
 Children or Grand Children, Provided always nevertheless  
 and it is hereby expressly declared and agreed, that if it shall here-  
 after appear to the said Levi Durand Wigfall and to the said  
 Nathan Johnson Junior, Lewis Ferris, William Johnson &  
 George Lewis Junior or the survivor or survivors of them as  
 the case may be, to be most for the advantage of the said  
 Levi Durand Wigfall and the said Eliza Thomson that the  
 whole or any part of the said share or of her share of the said  
 said Bank share should be sold, or that the whole or any  
 part of the same due on her share of the said Debt and  
 Bond or that the whole or any part of the same due on the  
 said debt should be called in, or both and that the Money  
 or Specialties arising therefrom be applied and expended in the  
 purchase of other property Real or Personal or both, then and in



such cases, it shall be lawful for the said <sup>Devi Durand Wiggfall</sup> by his Deed properly executed in the presence of two or more credible Witnesses (the said Trustees or the Survivors, or a Majority of them, or a Majority of the said Trustees or the Survivors of them as the case may be joining in the same and signifying such his her or their consent and approbation) to revoke and make void all and every the use or uses heretofore limited of or concerning the same, to as upon and at the time of making such revocation and limiting any new use or uses or uses of or concerning such property, the said Devi Durand Wiggfall by his Deed properly executed in the presence of two or more credible Witnesses, do transfer assign and set over unto the said William Johnson Junior, Lewis Fitzgerald, William Shustone and George Clegg Junior or to the Survivors and Survivor of them, their or his Executors Administrators and Assigns, as the case may be, and require the Monies or Specialties arising from the Sale of the said Slaves, or share of the said Bank Shares and from the share of the said Debt and Bond, and from the said legacy so called in, In Trust to and for the use intent and purpose of purchasing such other property Real or Personal or both, as the said Devi Durand Wiggfall and the said Trustees or the Survivors or Survivor of them or the Majority of the said Trustees or of the Survivors of them as the case may be shall think most for the advantage of the said Devi Durand Wiggfall and Eliza Thomson to be securely and firmly conveyed bargained sold transferred assigned and set over by the person or persons so calling the same (the said Devi Durand Wiggfall joining in such Deed and thereby signifying his assent thereto) unto the said Trustees or the Survivors or Survivor of them their or his said Executors Administrators and Assigns as the case may be and require according to the nature of the property, In Trust nevertheless to and for the same uses and purposes as those already expressed or about as many of them as may be then practicable, regard being had to the nature of the property where it may be Real and the Estates in such Property so limited to the said Devi Durand Wiggfall and Eliza Thomson being without impeachment of waste, subject however to the same conditional power in the said Devi Durand Wiggfall of revoking annulling the use or uses of the whole or any part of such property and of limiting or appointing any new use or uses of the same with the consent of the said Trustees or the Survivors or Survivor of them or the Majority of the said Trustees or the Survivors of them as the case may

212 maybe, provided also and it is hereby agreed by and between the  
Parties to these presents, that it shall and may be lawful for  
the said Trustee and the survivors and Successors of them, his heirs  
Executors Administrators and Assigns Trustees and Trustees as the  
case may be from time to time in the first place to deduct  
retain and reimburse, themselves or himself or herself respec-  
tively out of the Issues and Profits of the aforesaid Personal Estate  
herein articulated take conveyed to them as well as out of the said  
property Real or Personal so to be purchased and conveyed to them  
all such Costs and Charges as they he or she shall or may pay  
or expend sustain or be put to in or about the performance &  
execution of the said several Trusts hereby in them reposed &  
to be reposed or in any wise concerning the same, and the said  
Levi Durand & wife doth hereby for himself his heirs Executors  
and Administrators covenant promise grant and agree to do  
with the said William Johnson Junr. Lewis Trewant  
William Johnston and George Croft Junior their Executors  
Administrators and Assigns in manner following that is to  
say, that he will well and truly keep, perform and fulfil and  
singularly the agreements herein before recited according to the  
true intent and meaning, In Witness whereof the said  
parties have hereunto set their hands and seals the day and  
year first above mentioned, Eliza Thomson (sd) Levi  
Durand & wife (sd) Wm Johnston (sd) Geo Croft Junr (sd)  
Lewis Trewant (sd) signed  
sealed and Delivered in the presence of us, the words "children  
or of" being first erased with Ink & the words "children or  
great" written in lieu thereof in the thirteenth line of the  
second page, and the word "or" altered into the word "and" in the  
fifteenth line of the same page Joseph Playere  
Joseph Playere the subscribing witness to this Deed being duly  
sworn made oath that he was present and saw Eliza Thomson  
Levi Durand & wife, William Johnston George Croft Junior  
and Lewis Trewant, sign seal execute and deliver the instru-  
ment of writing for the purposes therein mentioned, after the  
instructions and ceremonies were made, which are noticed  
above his signatures, and that he was also present and saw the said  
Eliza Thomson and Levi Durand & wife sign their names to the  
said Deed, at the same time, and that he witnessed

24  
subscribed his name as a witness thereto, Abraham Pleyer  
before me this 11<sup>th</sup> November 1802 Jacob Drayton 92.  
Inventory of the property herein mentioned, the following -  
Name to wit: Sally and her children John, Lucy, Eliza and Phillis  
and the fellow Baccus, a certain share or undivided part of cer-  
tain outstanding debts due the estate of James Hamilton Thomson dec'd  
a certain share or undivided part of thirty shares in the South-  
Carolina Bank and three in the State Bank, a certain share or  
undivided part of the Bond given by Mess<sup>rs</sup> Abraham & Francis Mite  
given to the Honble deers hereant in Trust for Charlotte Eliza  
Hamilton Thomson dated 1<sup>st</sup> September 1799 for the Payment of £123.10  
a legacy of one thousand Pounds Sterling from Samuel Hayward  
legis with Interest thereon, Eliza Thomson (all deice Jurande  
Wigfall (d) Witness Joshua Pleyer, Recorded 11<sup>th</sup> Novem<sup>r</sup> 1802

South Carolina

Articles of Agreement made and  
executed this fourth day of October in the Year of our  
Sovereign Lord one thousand eight hundred and two be-  
tween James Cox of the City of Charleston in the  
State aforesaid Merchant of the first Part, Eliza-  
beth Bonneau of the same place Spinster, one  
of the Daughters, Devises and Legates of Francis  
Bonneau late of Charleston aforesaid deceased  
of the second Part, and Sarah Eleanor Bon-  
neau & Let Johnsons Free ten for the said  
Elizabeth Bonneau of the third Part.  
Whereas a marriage by Gods permission  
is intended shortly to be had and solemnized  
between the said James Cox and Elizabeth Bon-  
neau; Whereas also the said Elizabeth Bonneau  
under and by virtue of the last will and testament  
of her father the said Francis Bonneau (a  
copy of which said will is marked & hereunto  
annexed and made parts of these presents) or  
otherwise, is seized and possessed of or entitled  
to a considerable real and personal Estate in  
fee simple, reversions, remainders and upon con-  
tingency or otherwise. And Whereas upon

220 The treaty of the said intended marriage, do  
hath been agreed by and between the parties  
to these presents that the real and personal  
estate of the said Elizabeth Bonneau should  
be bargained, sold, assigned, transferred,  
set over, conveyed, assured and secured firm-  
ly and effectually to Trustees Matthew to,  
for and upon the uses, trusts and purposes  
and covenants and subjects to the limitations, provisions  
and agreements herein after mentioned and  
expressed; but the particulars of the said real  
and personal estate cannot now be ascertained  
by the said parties, or identified, except only  
the real estate and personal property men-  
tioned and contained in the Schedules  
or accounts thereof marked B. hereunto also  
annexed and made part hereof, it Old  
therefore the said James Cox for himself  
his Heirs, executors, Administrators and Assigns  
doth covenant, promise, grant and agree  
to and with the said Sarah Eleanor  
Bonneau & Joseph Johnson their Heirs and  
Assigns, that the said James Cox his Heirs and  
Assigns shall and will when hereunto required  
after the said intended marriage shall have  
been solemnized, join with his said intended  
wife in granting, bargaining, selling, conveying,  
assuring and securing firmly and effectually  
to the said Sarah Eleanor Bonneau and  
Joseph Johnson their Heirs and Assigns  
or such other persons as the said Elizabeth  
Bonneau shall appoint as Trustees (which  
appointment she the said Elizabeth Bon-  
neau notwithstanding her coverture is here-  
by authorized and empowered to make)  
as well the undivided shares, parts and pro-  
portions of the said Elizabeth Bonneau  
which she now hath or is entitled unto, and  
which she may hereafter become entitled

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... by Virtue of the said Will of her father or otherwise house owner, of and in the lands and real estate mentioned in the Schedule B hereunto annexed, as also all other lands and real Estates of which the said Elizabeth Bonneau is now possessed or to which she is entitled; together with the hereditaments, rights, members and appurtenances; to have and to hold the said lands & real Estates of the said Elizabeth Bonneau unto the said trustees their heirs and assigns for ever in trust nevertheless for the use of the said James Cox and his said intended wife during their joint lives, in such manner that they may receive and enjoy the rents, issues and profits thereof, but that the same shall not be liable to the debts or contracts of the said James Cox. And do from and after the death of the said James Cox in case his said intended wife shall survive him, then in trust for the use of the said Elizabeth Bonneau her heirs and assigns for ever, free and discharged of all other trusts whatsoever. And in case the said James Cox should outlive his said intended wife, then from and after her death in trust for the use of the said James Cox, during his natural life, in such manner that he may receive and enjoy the rents and profits thereof, but so as not to be liable to his debts and contracts; and from and after the death of the said James Cox, if he survives his said wife, then in trust for the use of the children, and issue of the said intended marriage, living at the time of the death of the said James Cox equally to be divided between them Grand Children taking an equal share, them only as parents share. But in case of the said Elizabeth Bonneau should die in the life time of the said James Cox, without leaving any Child or Children Grand Child or Grand Children, or that she should leave such Child or Children Grand Child or Grand Children, all of whom should die in the life time of the said James Cox, without leaving issue or being married then in trust after the death of the

the said Elizabeth Bonneau, for the use of the said James Cox, his heirs and assigns for ever, free and discharged of all further & other trusts, and the said James Cox for himself his heirs, Executors, Administrators and Assigns, doth further covenant, promise and agree to and with the trustees aforesaid that from and after the making and executing of the conveyances and assurances above mentioned and intended by the said James Cox and his heirs and assigns shall and will from time to time upon the reasonable requests of his intended wife and her trustees aforesaid make, do and execute, or cause, and procure to be made, done and executed all such further and other reasonable and lawful acts things, devices, conveyances and assurances in the law whatsoever, as well for corroborating and strengthening these presents, as for the better effectuating the intentions of the parties thereto, as by his said intended wife or the said Trustees or their or her counsels learned in the law, shall be reasonably devised or advised and required.

And the said James Cox for the Consideration herein before recited doth for himself his heirs, Executors and Administrators, further promise, covenant, Grant and agree to and with the said Sarah Eleanor Bonneau and Joseph Johnson their Executors, Administrators and assigns, that by the said James Cox his Executors, Administrators, and assigns shall and will when thereunto required after the said marriage shall have taken effect, grant, bargain, sell assign, transfer and subvert freely and effectually unto the said Sarah Eleanor Bonneau and Joseph Johnson their heirs and assigns, or such other persons as the said Elizabeth Bonneau shall appoint as Trustees which appointment by the said Elizabeth Bonneau notwithstanding her Coverture is hereby authorized and empowered to make, as well the undivided Part

Part and proportions of the said Elizabeth Bonneau  
 which she now hath or is entitled unto, and which  
 she hereafter may become entitled to, by descent  
 of the said Will of her father, or otherwise, how-  
 soever, of in and to the Negro Slaves, and other  
 personal property mentioned in the annexed  
 Schedule B. In also her undivided part, share  
 and proportion of the Bonds and Securities for debts  
 Money, Banks, Stocks and other personal Estate  
 of the said Francis Bonneau, and all other per-  
 sonal property of said Elizabeth Bonneau of  
 which she is now possessed and to which she is  
 entitled, to hold the same to the said trustees  
 their Executors Administrators and assigns in  
 Trust Nevertheless, for the use and benefit  
 of the said James Cox and his intended Wife and  
 the Survivors of them, and their Children and  
 posterity upon the same trust as near as may be  
 with the limitations under the provisions and  
 Restrictions and with the modifications which  
 are herein before declared, limited, provided  
 and expressed, and which shall be herein after  
 mentioned and expressed of and with respect to  
 the Lands and Real Estate of the said Elizabeth  
 Bonneau. And it is hereby declared to be the  
 true intent and meaning of these presents and  
 of the parties hereunto that the said Elizabeth Bon-  
 neau at any time hereafter, during her life, if  
 she is minded and willing shall and lawfully may  
 and full power and authority are hereby given &  
 granted unto her, notwithstanding her covert-  
 ness by any deed or deeds, Writing or Writings  
 with the Contents of her Trusts for the time being  
 named in, or appointed pursuant to these Pre-  
 sents/ such consent being signified by the Trust-  
 ees being parties to and signing and sealing  
 such Deeds or Writings, to sell dispose of  
 alter change or otherwise her real Estate  
 and personal property herein before mentioned

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224 ~~Went and intended, limits or declares any new use~~  
or use, trust or trusts and Estates of concerning the  
same, and thereupon the uses, trusts and Estates herein  
before limited and expressed, shall be revoked and  
made null and void. The intended marriages  
aforesaid, or any thing contained therein; or any  
Deeds or Conveyances to be made by the said James  
Cox alone, or joining with his said intended Wife  
pursuant to their Parents notwithstanding.  
I Will the said James Cox for himself doth  
hereby covenant, promise, grant and agree  
to and with the said Sarah Eleanor Bonneau  
and Joseph John as their Executors, Adminis-  
trators and assigns, that he the said James Cox  
will permit and suffer the said Elizabeth  
Bonneau notwithstanding her Coverture and  
as if she were a feme sole, duty to make  
and execute such Deeds and Deeds, Writings  
and writings, as are above mentioned, or may  
be necessary for the better completion and ful-  
filling all and every of the uses, trusts, provisoes  
and powers herein before mentioned and ex-  
pressed meant and intended; and that he  
the said James Cox will, join with his said  
intended Wife, unto that his executors, Admini-  
strators and assigns and all other persons  
claiming under him, shall alone or join  
with the necessary parties in executing  
sealing and delivering such Deeds or Deeds  
writing and writings as may be required  
according to the true intent and meaning  
hereof

In witness whereof the said parties to  
these presents have hereunto set their hands  
and seals at Charleston on the day and in the  
Years first above mentioned.

Will As referred to in the annexed Article

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225 South Carolina. In the name of God I Francis  
Francis Banneau of Charleston, in the State a  
foreaid House Carpenter, mindful of my Mortality  
and therefore, desirous now to settle and dispose of  
all my Temporal concerns, do make and declare  
this to be my last Will and Testament. I my prime  
my will and desire is that all my just debts and  
funerals expences be first paid and satisfied.  
Item I give and bequeath to my beloved Wife  
Sarah Eleanor Banneau, during her natural  
life, the use and benefit of the following Negro  
Slaves, to wit, Maria, John, George, James  
Thomas, Will and Maria of sundry Childs  
with the issue I give and Increase of the  
females to be born after the date of this my Will,  
any other, and all the property which I became in-  
titled unto by my Intermarriage with her  
and also the sum of five hundred pounds to be  
paid, within two Years after my decease out  
such monies as may me due to me at the time  
of my death; and it is my will and desire  
that at the death of my said Wife, the above named  
Negroes, with the issue of the females as aforesaid and  
all such other property as I became entitled un-  
to by my Intermarriage with her, shall go and be  
vested in my Son William Banneau, his Heirs  
Executors, Administrators and assigns for ever;  
but in case my said Son, shall die in the life  
time of my said Wife, under age and without  
Issue, I then give the same to my said Wife  
for ever. Item my will and desire is that  
my House in Broad Street where I now re-  
side, with part of my plate, Household and  
Kitchen furniture, Beds, bedding beds and  
Table Linens as my Executors who shall qualify  
and act, shall choose and deem necessary, with  
my Horses and Chaise, shall be set apart for the  
use of my said Wife during her Widowhood  
and while she lives with and keep together.

226 Such of my Children as may be under Age and unmarried, also for the use of all my Children until they become entitled to receive, and shall be paid their respective Shares of my Estate, until which time, and no longer, they are to live together in my said House, but after the expiration of such conditional use, the same shall be sold and the Money arising from such Sale shall be equally divided amongst my Eight Children by my first Marriage, to wit, my Daughters, Elizabeth, Hannah, Mary, Catharine and Ann, and my Sons John Cuing, Francis and Symes, share and share alike for ever.

Item I will and do direct that all my real Estate, Slaves and effects, which I shall be possessed of, or entitled unto at the time of my death, (except the House in Broad Street, with the Plate, Household and Kitchen Furniture, Beds, Bedding, Beds and Table Linens, & Horse and Chaise already mentioned and the property first bequeathed to my said Wife Sarah Eleanor and my Son William) shall be kept together as long as my Executors or majority of them, shall deem it most beneficial for my devisees and myself; but if my Executors or a Majority of them, shall think it for the Interest and advantage of my Estate or necessary for a diversion thereof, Maintenance and Support of all my said Children during their respective Minorities or until they marry, all my Children during that Period, are to be educated and supported out of my Estate as aforesaid. Item, it is further my Will that in case my said beloved Wife Sarah Eleanor should marry again or not continue to live with and keep together my Children as aforesaid, that then and in that case, herself and Son William shall not have a right to continue to reside or live

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in my said House in Broad Street, or have the  
 use or benefit of the Plate, Household or Kitchen  
 Furniture, Beds, Bedding, Beds Fables Linens  
 except such part as belonged to her previous to  
 our intermarriage, nor on such contingency is  
 either herself or son William to contribute to  
 have any further support or maintenance out  
 of my Estate; And I do hereby declare that the  
 several devises, legacies and bequests, herein before  
 made and given to and for my said beloved  
 Wife Sarah Eleanor and for her use and benefit  
 shall be and are intended by me to be in lieu  
 of full satisfaction of all debts and Claims which  
 she can or may claim or demand out of all or  
 any part of my Estate, real or personal, that I  
 do hereby nominate, my friends John Ewing  
 Calhoun, Robert Quark, Plowden Weston  
 Christopher Fitzsimons, Benjamin Ell,  
 Robert Little, and my son John Ewing Son-  
 in-law at the age of Twenty One, Executors to  
 this my last will and Testament hereby revoking  
 all former Wills by me made, I do witness  
 whereof I have hereunto set my hand and seal  
 this Thirty first day of December One Thousand  
 Eight hundred and One. Francis Bonneau  
 (S) Signed sealed published, pronounced &  
 declared by the Testator Francis Bonneau  
 to be contain his last will and Testament in the presence of us, who in his  
 presence of each other, have at his request signed our names as witnesses  
 thus Thomas Karson, James Gibson, Thomas Winstanley  
 And within named Francis Bonneau do make this Codicil to my will,  
 It is my devise that if John Brown, who is now a minor and in the  
 orphan House, should live to the age of twenty one years, that his  
 Father's Bond to me and Mortgage of a negro fellow which should be  
 given up to him, It is also my devise that should my son John &  
 Francis, or either of them unfortunately take some uncommon bad  
 turn in life so as to be ungovernable in the family and dis-  
 turb the peace and quiet of the same, I desire that they or he may  
 be removed from the house and put out in a suitable Boarding  
 House

223. House to be approved of by my Executors who shall act & their  
 on his dividend of any estate shall be applied to defray the  
 expense of such Bond. It is likewise my will that the sum  
 of fifty pounds Sterling shall be deducted from each of the  
 Dividends of my four eldest daughters and of  
 my son John Bourneau at the time of receiving the same as a  
 Compensation for what they may have received more than  
 my younger children and that the said sums which shall  
 be applied for the Education of my Children Anna Thomas  
 and William, I also give my Negro Boy Joe lately purchased  
 to my son William, I also appoint Nathaniel Russell  
 and William Miller Executors of my foregoing will, with  
 the same powers as those therein named. In testimony where-  
 of I have hereunto set my hand and seal this thirtieth day  
 of January one thousand eight hundred and two  
 Francis Bourneau (Set signed sealed Published, Pro-  
 nounced and Declared by the Testator to be a Codicil to  
 his will, in the presence of us who in his presence and in the  
 presence of each other, have at his request signed our  
 names as witnesses hereto, Thomas Cranley, James Gibson  
 Adam Loub, A true Copy taken from the Original will  
 and Codicil and Examined by me J. H. Manning Ordinarys  
 Office March 25. 1802. Schedule B referred to in the  
 annexed Articles Real Estates 1801 Octob. 7. 1<sup>st</sup> House Wood  
 St. 58 Broad Street 40 by 115 feet, and dot of land, 1 Kitchen -  
 Wood St. Queen Street 40 by 100, 1 Vacant dot of  
 Blifford's Alley 40 by 46, 1 House Wood St. East Bay  
 Waterworth Street 46 by 150 and dot of land, 1 Tenement -  
 Wood St. Bonaparte's Alley 16 by 100 and dot of land -  
 1 House Wood St. East Bay and dot of land 33 by 227. 1 -  
 Vacant dot joining back of last mentioned dot covered  
 with water 46 by 80, 2 Buicks Tenement Stores one story  
 each covered with an Pealean's Wharf formerly the property  
 of M<sup>r</sup>. Geo. Pealean. 12 1/2 acres land on Charleston Neck North  
 side of Washington's Race Course, Country Property In St. James  
 Gross base & 3 1/2 acres pine land on the head waters of Goose  
 Creek, bounding on John Deas and John's. Personal property  
 23 Negroes, 18 Horses in the South Carolina Bank, a Chaise  
 drawn with one Horse & but two wheels, an open Chair with two wheels.

229 James Gray Esq. Elizabeth Bonneau Esq. Charles and Deborah  
In the presence of Henry Bailey Geo. Robt. Logan, Charles Stone  
Henry Bailey made with the names present and seen James Gray and  
Elizabeth Bonneau a good seal and as his Act and Deed deliver the  
within Instrument of writing to and for the uses and purposes therein  
mentioned and that he with George Robert Logan signed their names  
as witnesses to the same, Witness my hand this 12<sup>th</sup> November  
1822 Isaac Motte Esq. R. Recorder of the County of Charleston

South Carolina

This Indenture made this 14<sup>th</sup> day of  
November in the year of our Lord one thousand eight hundred &  
two Between Antoine Gondrand Ship Carpenter of the City of  
Charleston and State aforesaid of the one part, and Elizabeth  
Boillat Widow of the same place of the second part, and John  
B. Logan and John E. Carden Trustees of the third part -  
Whereas a Marriage by God's permission is shortly intended  
to be had and solemnized between the said Antoine Gondrand  
and Elizabeth Boillat, and whereas the said Elizabeth Boillat  
at and before the executing hereof is lawfully seized and possessed  
to her and her heirs for ever, of the two following Negro Slaves  
Amaritta and Tenah, and whereas upon the treaty and pre-  
visions to the said intended Marriage it hath been agreed and  
consented upon by and between the said Antoine Gondrand  
and Jane Elizabeth Boillat, that the said two Negroes above  
mentioned should be bargained sold assigned and set over  
unto John B. Logan and John E. Carden Trustees as aforesaid -  
and to their Executors to for and upon the several uses and  
subject to the several Trusts intents and purposes in such  
manner as are hereinafter mentioned limited expressed and  
declared of and concerning the same, Now This Indenture  
witnesseth that in pursuance and part performance of the  
said recited Agreement, and also in consideration of the said in-  
tended Marriage, and also in consideration of the sum of five  
hundred dollars to her the said Jane Elizabeth Boillat in hand paid the  
receipt whereof is hereby acknowledged, she the said Jane Elizabeth  
Boillat with the consent and approbation of him the said Antoine  
Gondrand her intended husband hath bargained sold assigned  
set over and by these presents doth bargain sell assign and set  
over unto the said John B. Logan and John E. Carden & their  
Executors

executes the two above named Negro Slaves, Amarithta and Tana  
 and the future issue and increase of them to for and upon the  
 several uses and purposes hereinafter declared and expressed of  
 and concerning the same, to the use and behoof of her the said  
 Jane Elizabeth Boillet until the solemnization of the said  
 intended Marriage and from and immediately after the  
 solemnizing of the said intended Marriage, then upon  
 this further Trust to the use and behoof of the said Antoine  
 Gondrand and Jane Elizabeth Boillet for and during the  
 term of their natural lives, and to the longest liver of them  
 and after their deaths to the Child or Children of them  
 share and share alike to be begotten of them the said  
 Antoine Gondrand and Jane Elizabeth Boillet and in case  
 there should be no Child or Children to be begotten, then to the  
 heirs of the longest liver of them, and this Indenture  
 further witnesseth and it is hereby covenanted and agreed  
 upon, by and between all the parties to these presents, that  
 during the above mentioned Coverture it shall and may be  
 lawfully and power is hereby given to the said Antoine  
 Gondrand to sell and dispose of both or either of the above  
 named Negroes mentioned in this Deed and to apply the pro-  
 ceeds or amount sale to such uses and purposes as he shall  
 deem proper or fit, In witness whereof the parties to these  
 presents have hereunto set their hands and seals the same  
 day and year above written Jane Elizabeth Boillet (ds)  
 Antoine Gondrand (ds) Jean Leger (ds) M<sup>r</sup>. Cardon (ds)  
 signed sealed and executed in the presence of us, the word  
 John L. Cardon being first inserted before executing  
 hereof Francois Cornie.

Shalston sp. Francois Cornie being duly sworn made  
 oath he was present and saw Jane Elizabeth Boillet -  
 Antoine Gondrand, John B. Leger and John L. Cardon  
 severally sign seal and as their Act and Deed deliver this  
 Instrument of writing to and for the uses and purposes  
 therein mentioned, and that he sign in his name as a witness  
 to the same, sworn to before me this 15<sup>th</sup> of November  
 1852 (Dated at, Revel B.  
 Recorded 15<sup>th</sup> November 1852

This Indenture made the 11<sup>th</sup> day of Nov<sup>r</sup> in the year of our Lord One thousand eight hundred and two between Edward Croft Esquire of the City of Charleston Barrister at Law of the one Part & John Gaillard, Theodore Gaillard & Francis G. Delisle Esquires of the State aforesaid of the other part, Whereas a Marriage by Gods Permission is shortly intended to be had & solemnized between the said Edward Croft & Florida Lydia Gaillard of the City & State aforesaid Spinster & whereas the said Edward Croft hath agreed to grant assign transfer & set over to the said John Gaillard Theodore Gaillard & Francis G. Delisle, the Survivors & Survivor of them & the Executors administrators & assigns of such Survivor the following Negroes, Smart, Hardy, Charles, (Carpenters) Betty, Diana, Amy, Jack, Frank, (House <sup>Negroes</sup> ~~servants~~) and Ben, Buck, Pimces, Luke Jacob, Dave, Boatwain, March, Harriet, Charlotte, Pindora, Sittia & Lucy / Field Negroes / & also Dinah a House servant the said Edward Croft for and in consideration of the said Intended Marriage & of five Shillings to him in hand paid at & before the Sealing & Delivery of these presents the receipt whereof is hereby acknowledged, hath Bargained, sold, assigned, Transferred & set over, & by these presents doth grant assign transfer & set over the said Negroes to the said John Gaillard Theodore Gaillard & George Francis Delisle Esquires the Negroes aforesaid. To have and to hold the said Negroes together with the Issue of such as are Female to the said John Gaillard Theodore Gaillard & Francis G. Delisle the Survivors & Survivor of them & the Executors administrators & assigns of such Survivor upon & subject to the Trusts & to & for the Uses & Purposes herein after mentioned of & concerning the same In Trust to Permit & suffer the said Florida Lydia Gaillard during the Joint Lives of the said Edward Croft & the said Florida Lydia Gaillard, to have the Profits of the said Negroes & of the Increase of the same for <sup>her</sup> the sole Benefit & advantage, free from & not subject or liable to the Debts, control Interference & Intromedling of the said Edward Croft In case the said Florida Lydia shall survive the said Edward & he shall not leave Issue of the said Marriage living at his Death, then in Trust to deliver to the said Florida

232 Florida Lydia the Negroes aforesaid with the issue of such as  
are Female to be holden by her, her executors administrators &  
assigns for ever. In case the said Edward shall survive the  
said Florida Lydia & there shall not be Issue of the said marriage  
living at her Death, then in Trust to deliver over the Negroes  
aforesaid with their Issue to the said Edward Croft to  
be holden by him his executors administrators & assigns  
for ever. In case there shall be Issue of the said marriage  
living at the Death of the said Edward or at the Death of  
the said Lydia, then in Trust to deliver one half of the said  
Negroes with their Increase to the said Edward or the  
said Lydia, to be his or hers absolutely, & the other half to go  
to & vest in the Child or Children of the said marriage  
equally to be divided between them Share & Share alike  
it is hereby understood & agreed by & between the said  
Edward Croft & the said John Gaillard, Theodore Gaillard  
& Francis G. Delepeline that in case the said Edward Croft  
& the said Florida Lydia shall deem it for their advantage  
to sell the whole or any part of the said Negroes, the said  
John Gaillard Theodore Gaillard & Francis G. Delepeline the  
Survivors of them & the executors & Administrators of the  
Survivor of them, may or either of the said Trustees may  
sell and dispose of the said Negroes or any part thereof  
(the request to sell being previously signified in writing by  
the said Edward Croft & the said Florida Lydia, under their  
hands & Seals or their agent to the Sale being signified  
by joining in a Bill or Bills of Sale of the said property  
with either of the said Trustees, John Gaillard Theodore  
Gaillard or Francis G. Delepeline) the Proceeds of the said  
Sale to be Vested in other Property to be Vested in Trustees and  
Subject to the same Trusts as are herein expressed & declared  
of & concerning the Negroes herein mentioned. In Witness  
whereof the said Edward Croft hath hereunto set his hand  
& Seal the day & year first above mentioned Edward Croft I.S.  
Sealed & delivered in the Presence of P. Gaillard Elizabeth Roudel.  
Charlotte P. Poye Gaillard made oath he was present & saw Edward Croft  
Sign Seal & as his act & deed deliver the within Instrument of  
writing to & for the Uses & purposes therein mentioned & that he signed his Name  
as a witness to the same - Sworn to before me this 15 October 1802

Recorded 15 Oct<sup>r</sup> 1802

Joan Motte Dart J. P.



## Colleton District, State of South Carolina

Articles of agreement made and executed the first day of September in the year of our Lord one thousand eight hundred and two Between James Ladson of Saint Bartholomews Parish of the District and State aforesaid of the one Part Elizabeth Day Daughter of William Day Esquire of the said District and State aforesaid of the second Part, and O'Brien Smith, William Boone Mitchell and Richard Singelton the younger Esquires Trustees for the said Elizabeth Day of the third Part. Whereas a marriage is shortly intended to be had and solemnized between the said James Ladson and the said Elizabeth Day. And whereas the said Elizabeth Day is intitled in and unto an undivided Share or Proportion of Personal Property by Virtue of a Deed or Settlement made and executed by her said Father William Day to Philip Smith and James Stiles in Trust for her Mother Elizabeth Day and the Heirs of her body bearing Date the tenth day of December in the Year of our Lord One thousand seven hundred and seventy nine Reference being there to had will more fully and at large appear. And whereas it hath been expressed between the said parties that the said Share or portion of personal property shall be conveyed transferred and secured firmly and effectually to the said O'Brien Smith, William Boone Mitchell and Richard Singelton the younger, the survivor of them his Heirs executors administrators and assigns in Trust for the purpose herein after named. But by reason of the minority of the said Elizabeth Day and for want of a division of the said Share or proportion of Personal property the same cannot at present be effected. Now therefore the said James Ladson in Consideration of the said intended Marriage and in pursuance of the said agreement, and also in consideration of the sum of ten Shillings to him paid by the said O'Brien Smith William Boone Mitchell and Richard Singelton the younger both hereby for himself his executors and administrators, doth covenant, promise, and agree to and with the said O'Brien Smith William Boone Mitchell and Richard Singelton the younger 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 Elizabeth Day shall

Shall have arrived to the age of Twenty one years and the  
 said share or proportion of personal property shall be  
 ascertained to which she is now or may hereafter be  
 intitled in and unto by virtue of the said Deed or  
 Settlement he the said James Ladson will bargain  
 sell, convey and transfer firmly and effectually to the  
 said Obrien Smith William Boone Mitchell and  
 Richard Singelton the younger and the survivor of  
 them his executors administrators and assigns the  
 said share or proportion of personal property which  
 she the said Elizabeth Day is now or may hereafter  
 be intitled in and unto in Trust Nevertheless that is to  
 say to and for the joint use benefit and behoof of him  
 the said James Ladson and Elizabeth Day during  
 their joint lives, and from and after the Death  
 of the said James Ladson should he die before the  
 said Elizabeth Day then in Trust for the sole use  
 benefit and behoof of the said Elizabeth Day her  
 executors administrators and assigns: and in case  
 the said Elizabeth Day should die before the said  
 James Ladson without leaving any child or children  
 living at her Death then in Trust from and after  
 the Death of the said Elizabeth Day to and for the  
 sole and separate use benefit and behoof of the said James  
 Ladson his executors administrators and assigns, but <sup>if</sup> the  
 said Elizabeth Day die before the said James Ladson  
 leaving any child or children living at her Death, then  
 in Trust from and after the Death of the said Elizabeth  
 Day to and for the use of the said James Ladson during  
 his natural life and from and after his Death then in  
 Trust to and for the uses, benefit and behoof of such child  
 or children living at his death his, her, or their executors  
 administrators and assigns if more than one, in equal  
 proportions, share and share alike, and in case any of  
 such child or children should die during the lifetime  
 of the said James Ladson and before the age of twenty one  
 years without leaving 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 James Ladson

235 to and for the sole benefit and behoof of the said other Child  
or children then living, his, her, or their executors, admin-  
-istrators and assigns in equal shares and proportions)  
In Testimony whereof the said parties to these presents, have  
hereunto set their hands and seals on the day and year above  
written & signed Sealed and delivered } James Ladson Jun<sup>r</sup> L.S.  
in the Presence of Ann Postell. } Richard Singelton Jun<sup>r</sup> L.S.  
South Carolina Colleton District } L.S.  
L.S.

personally appears before Mrs Ann Postell who being duly sworn  
maketh oath that she saw James Ladson Jun<sup>r</sup> and Richard  
Singelton Jun<sup>r</sup> sign seal & deliver the within instrument  
of writing to and for the uses & purposes therein mentioned, that  
she is a subscribing witness thereto - Sworn to before me November  
15<sup>th</sup> 1802 Matthew Briscoll D Upl — Recorded 19 Nov 1802  
South Carolina

This Indenture made the 22<sup>d</sup> day of November in the year  
of our Lord one thousand eight hundred and two, Between Frederick  
Smith of Charleston Grocer of the first part, Eliza Smith (formerly  
Eliza Kerr of Charleston Spinster) now his wife of the second part, and  
Thomas Keenan of Charleston Grocer of the third part (Whereas  
before the Intermarriage of the said Frederick Smith & the said Eliza  
it was stipulated and agreed on between them in consideration  
of such marriage taking place, and it was tendered by the said  
Frederick to the said Eliza as an Inducement & condition of such  
marriage and expressly contracted for by him, that the said Eliza  
should after such marriage enjoy possess & hold all the property  
whatever which she might have or be entitled to, at such marriage  
to her own sole & separate use & disposal absolutely (notwithstanding  
covertures) forever: He same as if she was a feme sole without  
the controul of the said Frederick Smith And also that she should  
during her Coverture follow & exercise the Business of Millener, and  
the Trade & Merchandize of buying & selling goods, wares, and  
Merchandizes, and any property whatever real & personal  
to her own sole, separate, absolute, & Independent, use, benefit  
and disposal (Notwithstanding her coverture) as a feme sole  
free & Independent of the will & controul of her said Husband  
his heirs heirs Adminors & assigns And whereas since the said  
marriage a suit hath been instituted in the Court of Equity  
of this State by the said Eliza against the said Frederick to  
compel

compel the execution of the said marriage agreement & for  
 the purposes as by the Bill filed reference <sup>being</sup> thereto <sup>being</sup> had  
 may more particularly appear but the said Frederick is now  
 willing to comply with the same Now this Indenture witnesseth  
 that the said Frederick Smith in consideration of the said mar-  
 riage so had, & in execution of & compliance with his contract  
 so made before such marriage & in consideration of five  
 shillings to him in hand well & truly paid, by the said Thomas  
 Keenan at & before the sealing & delivery of these presents  
 doth hereby grant bargain & sell all & all the Right Title Interest  
 Property & Controul of him the said Frederick, by Virtue of  
 such marriage of in & to whatever the Estate Goods Chattels, or  
 choses in Action, the said Eliza might be, or was possessed of, or  
 intitled to at the time of her marriage aforesaid, to him the said  
 Thomas Keenan To have and to hold the same to him the said Thomas  
 Keenan his ex<sup>ors</sup> adm<sup>ors</sup> & assigns for ever. So & for the Uses, intents  
 & Purposes herein after mentioned, that is to say In trust for the said Eliza  
 Smith & to & upon her sole separate & absolute use benefit & behoof (notwith-  
 standing her coverture) free of any controul or Interference of her said  
 or any other Husband & free from any liability or Incumbrance  
 of any Debts whatever contracted or to be contracted by any Husband  
 & to & for such further & other uses, intents & purposes, as the said  
 Eliza shall by gift, sale, or by any Instrument in writing, limit  
 appoint and declare And the said Frederick Smith in pursuance  
 of the marriage contract and on the considerations herein before  
 recited doth hereby for himself his Heirs ex<sup>ors</sup> & adm<sup>ors</sup> covenant  
 promise & agree to and with the said Thomas Keenan his ex<sup>ors</sup>  
 adm<sup>ors</sup> & assigns, and also with the said Eliza, in manner  
 following that is to say, that she the said Eliza her ex<sup>ors</sup> adm<sup>ors</sup>  
 & assigns shall have hold possess & enjoy all the property aforesaid  
 for the uses herein before declared also that she the said Eliza  
 shall & may (notwithstanding her coverture) Use exercise & carry  
 on as a sole Trader every species of buying selling & Merchan-  
 dise whatever as a Millener or otherwise free of the controul  
 of him the said Frederick & free from the incumbrance  
 of or liability to any of his Debts in the same manner as  
 if she was a Femme sole, with Power to make all contracts  
 & give all receipts & acquittances whatever, necessary to the  
 Business aforesaid, and to use exercise & enjoy to her own

Sole & separate use, all earnings & Profits gained by the same with the full & absolute & sole & separate right of disposing in any manner whatever, any of such earnings or Profits so to be made by her as aforesaid, as a sole Trader & free from any Contract of or Debts of any Husband as aforesaid. And further that he the said Frederick will not Interfere in any of the business of the said Eliza so by her to be conducted as aforesaid, or give any acquittances or discharges whatever for any Contracts she may make as aforesaid. In Witness whereof the said Parties, to these presents have hereunto set their hands & Seals the day & year first before written sealed and delivered in Presence of

Oliver Cromwell	}	Frederick Smith - L.S.
Charleston J. Oliver Cromwell being		Eliza Smith - L.S.
duly sworn made oath he was Present and saw Frederick Smith Eliza Smith and Thomas Keenan severally sign seal and as their Act and Deed deliver the within Instrument of Writing to and for the Uses and Purposes <sup>therein</sup> mentioned and that he signed his name as a Witness to the same, Sworn to before me this 22 <sup>d</sup> November 1802. David S. Ravenel S. P.		Thomas Keenan - L.S.

State of South Carolina Record 22 Nov. 1802

Whereas, a Marriage is intended and agreed upon by and between Susanna Kennedy and John I Baker both of the City of Charleston and State aforesaid and that the said Parties have agreed, that the said Marriage shall be solemnized on the fourteenth day of October in the year of our Lord One thousand eight hundred and two, and that the said Susanna Kennedy having every Confidence in the honour and integrity of her intended Husband the said John I Baker but still considering the instability of human affairs, and desirous of securing to herself the means of a decent Subsistence, if any unforeseen accident should unfortunately occur; Seemes to herself her heirs, executors administrators and assigns for ever the following property, Namely, a Negroe wench called China, and another called Gling, with their future Issue and increase and also a Negroe boy named Carolina now generally known by the name of Isaac ~~How~~ be it known to all to whom it may Concern that I the said John I Baker do hereby relinquish all my rights claims and

and Interests whatsoever they may be to and in the aforesaid  
 Property forever as well before as after our said intend-  
 -ed Marriage. In Witness whereof I have here unto set  
 my hand and Seal in the City of Charleston aforesaid this Twenty  
 first day of September One thousand eight hundred and two  
 and the Twenty Sixth Year of the Independance of  
 the United States of America John I Baker Esq.  
 Signed Sealed and Delivered in presence of Henry Duffy  
 Thomas Denny - Charleston S. Thomas Denny made  
 oath he was Present and saw John I Baker sign Seal and  
 as his Act and Deliver the Within Instrument of writing  
 to and for the uses an purposes here in mentioned and that  
 he with Henry Duffy signed their names as witnesses  
 to the same, Sworn to before me this 18 December 1802

Danl J. P. Ravenel J. P. Recorded 18 Dec<sup>r</sup> 1802  
 State of South Carolina

This Indenture of three parts made the first day of December  
 in the Year of our Lord One thousand eight hundred and two between  
 John Ayson of St John Parish and State of South Carolina of the first part  
 Ann Jones of the Parish and State aforesaid Widow of the second  
 part and Robert M. Helvey Peter Oliver & Henry Purkey, all  
 of the State and Parish aforesaid of the third part. Whereas the said  
 Ann Jones is seized in her own Right to her and her Heirs and  
 assigns forever in the following Negro Slaves, to wity Pime  
 Hollow, Rose a wench, and their five Children, Mary a Girl  
 Chloe a girl, Kelly a girl, Lucy a girl, and Sam a boy, and whereas  
 a marriage is shortly to be had and solemnized between the said  
 John Ayson and the said Ann Jones, upon the contract of  
 the said marriage it is hereby concluded and agreed by  
 and between them the said John Ayson and the said Ann Jones  
 that if the said intended marriage shall take effect and be  
 solemnized that the totall of the said Ann Jones shall be settled  
 and vested in the said Robert M. Helvey Peter Oliver and  
 Henry Purkey and the survivor of them in such manner  
 and form and for uses intents and purposes as are herein  
 after limited appointed and expressed, and for no other use  
 intent or purpose whatsoever. Now this Indenture witnesseth  
 that for making this said agreement effectual in the Law, and  
 also for and in consideration of the sum of ten shillings

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Selling money to the said Ann Jones in hand paid the said  
 Robert Mc Kelvey Peter Oliver and Henry Purkey at or  
 before the Sealing and Delivery of these Presents the Receipt  
 whereof is hereby acknowledged The the said Ann Jones hath  
 granted bargained sold and delivered, and by these presents  
 doth grant Bargain sell and Deliver unto the said Robert  
 Mc Kelvey Peter Oliver and Henry Purkey, all those the above  
 mentioned Negroe Slaves to wit, Prince Rose Mary <sup>with</sup> Chloey  
 Lucy and Sarah To have and to hold all and every the said Negroes  
 Slaves unto the said Robert Mc Kelvey Peter Oliver and Henry  
 Purkey their Executors Administrators and assigns forever  
 upon the several Trusts, Nevertheless and to and for the several  
 uses intents and purposes herein after mentioned limited and  
 declared of and concerning the same that is to say in Trust  
 for the said Ann Jones until the said intended marriage  
 shall take effect, and from and immediately after the  
 solemnization thereof then upon Trust that the same shall  
 not in anywise be subject or liable to the Debts of the said  
 John Axtson her intended Husband, but that the said Negro  
 Slaves above mentioned shall be remain and inure to the proper  
 benefit and behoof of her the said Ann Jones and such Child  
 or Children being issue of her Body lawfully to be begotten, to  
 her and their heirs Executors Administrators and assigns  
 absolutely forever and to and for no other intent and purpose  
 whatsoever any thing herein before mentioned to the contrary  
 hereof in anywise notwithstanding Provided nevertheless, and  
 it is hereby understood and agreed upon that the Labour, income  
 and Profits of the said Slaves shall and may be had used  
 received and taken <sup>for the joint use benefit & behoof of the said John Axtson</sup> by the said John Axtson, and the said  
 Ann Jones during their Joint Lives and that in case the said  
 Ann Jones shall die without leaving issue alive at the time  
 of her Death and the said John Axtson shall survive her  
 that then and in that case the said Negroes with their increase  
 shall go to and be vested in the said John Axtson his Heirs and assigns  
 for ever In Witness whereof the said Parties to these presents have  
 interchangeably set their hands and Seals Dated the day and year  
 first above written signed Sealed

and delivered in the presence of ... }  
 Samuel Axtson Robert Wm Rogers }  
 Wm Owens + }  
 John Axtson ... L S  
 Ann Jones ... L S  
 Robert Mc Kelvey ... L S  
 Peter Oliver ... L S  
 Henry Purkey ... L S

Received the first day of December 1802 of the Within named Robert McKelvey Peter Oliver and Henry Purkey the sum of Ten Shillings it being the full consideration money above mentioned I say Received by me Ann Jones  
 Charleston f. William Owens made oath he was present & saw John Apsan Ann Jones R. McKelvey Peter Oliver & Henry Purkey sign seal and as their Act & Deed deliver the within Instrument of Writing to & for the uses & purposes here in mentioned & that he signed his name as a Witness to the Same - Sworn to before me this 11 Jan<sup>r</sup> 1803 Dan<sup>l</sup> Ch<sup>r</sup> Ravenel J.P.

Recorded 11 Jan<sup>r</sup> 1803

En el Nombre de Dios todo poderoso, Amen. En día del presente mes y Año los que abajo subscribimos a saber D<sup>o</sup> Gonzalo Lamorano Contador de Real Hacienda D<sup>o</sup> Juan de los Remedios Teniente Coronel de Real Cuerpo de Artillería y Com<sup>te</sup> del Piquete de este Presidio y D<sup>o</sup> Santos Rodriguez Guarda Almacén p<sup>o</sup> S. M. C. a ruego de D<sup>o</sup> Agustín Puyet y su futura Consorte D<sup>o</sup> Ana Dupont vecinos de esta Ciudad presenciaron una donación proprio nupcias hecha en favor de la última como su derecho y propiedad por palabras de futuro constante de cinco mil libras Esterlinas cuya cantidad ofrecio caervile en calidad de dote, o bien en dinero constante o en detante y cinco Negros Posales, de varias edades sexos, y tamaños para si y sus descendientes por línea recta en caso de tenerlos sin perjuicio de los demás F<sup>o</sup> acciones por testamento o ab-intestato y gananciales que puedan y deban corresponderle, para lo qual ofrecio el Citado Puyet sus bienes hauidos y por haber, y acepto dicha donación la mencionada su Esposa q<sup>e</sup> lo firmaron con nosotros testigos presentes de la tal donación para los fines que correspondan o puedan corresponderle a la interesada - F<sup>o</sup> Agustín de la Florida Cede el día de 1800 - A. Puyet. Ana Dupont Gonzalo Lamorano Juan de los Remedios Santos Rodriguez.  
 D. José de Labisaganta Censalero del Rey con. Senén y de Gobierno P<sup>o</sup> Hacienda y Realta de esta Ciudad de San Agustín de la Florida unius en ella y su Parroquia Certíficos y da fe Que las firmas de los yndividuos q<sup>e</sup>

D<sup>o</sup> Juan de los Remedios Contador de Real Hacienda



941

atesta el contrato de donacion celebrada entre D. Agustin  
 Buxek y su futura consorte D<sup>a</sup> Ana Dupont a saber Dos  
 Señory D. Congala Lamsara D. Juan de las Puercas y D.  
 Santos Rodriguez son de sus puados y letras las quismay  
 que alostumbiam en todas sus escritos y pias q<sup>l</sup> de da  
 entera fe, y credito en amby sinias y d<sup>os</sup> sendosaceren  
 en esta d<sup>ra</sup> Plaza y Provincia la coapas y empleos que  
 se titulan en el doasmento de donacion q<sup>l</sup> anterior y  
 para q<sup>l</sup> asi conste, y demas efectos q<sup>l</sup> conuengan ala  
 ynteresada signo y firma la presente apedim<sup>to</sup> suyo en  
 papel comun por no usarse el sellado. J. Agustin de la  
 Florida fha ut supra Pose<sup>r</sup> de J<sup>o</sup> Zubizarreta <sup>md</sup> de Gob<sup>o</sup>  
 Don Diego Morphy Consul de su Magestad Catolica para  
 los Estados de las Carolinas Septentrional y Meridional  
 y Georgia tres de los quidos de la America Norte.

Certifico que Don Jose de Zubizarreta cuya firma  
 precede es Escribano del Gobierno de San Agustin de la  
 Florida y conuotat se debe dar todo fe y credito a los  
 Documentos que despacha, ya fin de que conte y ohe los  
 efectos ne cesarios otorgo el presente firmado de mi puñq  
 y sellado con las Armas de este Consulado. Dado en la  
 Ciudad de Charleston oy Diez de Enero de 1803.

Recorded 17. Jan 7 1803. Diego Morphy Consul

An Oath of the Court of Equity charging  
 the master to the Governor of the  
 Academy of the City of Charleston  
 Dec 24 1803 N. O. page 43

State of South Carolina. This Indenture made the Thirty first  
 day of December in the year of our Lord One thousand eight hun  
 dred and two Between Abraham Sasportas of Charleston in the  
 State aforesaid Merchant of the one part and Rene Godard  
 and Joshua Carter of the same place of the other part Where as a  
 Marriage is intended to be shortly had and Solemnized between  
 the said Abraham Sasportas and Charlotte Carter daughter of  
 Jacob Carter Merchant Deceased and in prospect and consid  
 eration of the said intended Marriage and towards making  
 some provision and Settlement upon and for the said Charlotte  
 Carter if she should survive or outlive her said intended  
 Husband and also upon and for the Children or Issue if any  
 of the said intended Marriage it hath been agreed by and  
 between the said Abraham Sasportas and the said Rene God  
 ard and Joshua Carter Trustees on behalf of the said  
 Char-

Charlotte Canter that in case the said Charlotte Canter should  
 Survive or Outlive the said Abraham Sasportas that he shall  
 and will cause or procure to be paid unto them or the survivor of  
 them and the Executors administrators and assigns of such sur-  
 =vivor the sum of Six Thousand Dollars upon Trust and to and  
 for the proper use and behoof of the said Charlotte Canter for  
 and during her natural Life and after her decease then to  
 and for the proper use and behoof of the Children of them  
 the said Abraham Sasportas and the said Charlotte Canter of  
 the said Marriage equally to be divided between them if more  
 than One or if but one to and for the use and behoof of that one  
 Child And if the said Charlotte Canter should depart this Life  
 before the said Abraham Sasportas then at his Decease to and  
 for the proper use and behoof of such children if more than  
 One equally to be divided among them or child if but one  
 of him and Let as may be living at his decease And in case  
 the said Abraham Sasportas should die before her without  
 leaving any issue living of the said Marriage then to and for  
 her own proper and absolute use and behoof And for the more  
 perfect and better Securing the payment of the said sum of  
 Six Thousand Dollars unto the said Rene Godard and Joshua  
 Canter upon and to and for the trusts uses and intents aforesaid  
 the said Abraham Sasportas hath agreed to make the premises  
 herein after described chargeable with bond and Hypothecated  
 for the payment thereof upon this proviso Nevertheless that if  
 the said Abraham Sasportas should at any time hereafter be  
 minded and Desirous to sell or Dispose of said premises he  
 may be at Liberty so to do upon his substituting other real  
 Estate of equal value in Lieu thereof to be bound and charge-  
 =able as aforesaid This Indenture Witnesseth that in  
 prospect and Consideration of the said intended Marriage  
 in pursuance of the said agreement and of the sum of ten shillings  
 lawfully Money of the said State to him the said Abraham Sasportas by  
 the said Rene Godard and Joshua Canter in hand paid the receipt  
 whereof is hereby acknowledged he the said Abraham Sasportas for  
 himself his heirs Executors and Administrators hath covenanted promis-  
 =ed and agreed and by these presents doth covenant promise and  
 agree with the said Rene Godard and Joshua Canter and the  
 Survivor of them and the Executors administrators and

For record of the Court of Equity Changing Justice to this settlement  
 See Miscellaneous Records C. 6. 116. Page 51

assigns of such survivor that in case the said Charlotte Canter  
 should survive or outlive him the said Abraham Sasportas that he  
 will cause and procure to be well and truly paid unto the said René  
 Godard and Joshua Canter or the survivor of them and the Executors  
 administrators and assigns of such survivor the said sum of Six Thou-  
 sand Dollars To have and to hold nevertheless upon trust to and for  
 the proper use and behoof of the said Charlotte Canter for and during  
 the natural life and after her Decease then to and for the proper use  
 and behoof of the Children of them the said Abraham Sasportas and  
 the said Charlotte Canter to the said Marriage equally to be divided  
 between them if more than one and if but one to and for the use  
 and behoof of that one Child And if the said Charlotte Canter  
 should depart this life before the said Abraham Sasportas then at  
 his decease to and for the proper use and behoof of such children  
 if more than one equally to be divided among them or child if  
 but one of him and her of the said marriage as may be living  
 at his decease And in case the said Abraham Sasportas should  
 die before her without leaving any issue living of the said mar-  
 riage then to and for her own proper <sup>and absolute</sup> use and behoof And for  
 the more perfect and better securing the payment of the said sum  
 of Six Thousand Dollars unto the said René Godard and Joshua  
 Canter their Executors administrators and assigns upon to and for  
 the trusts uses and intents aforesaid the said Abraham Sasportas  
 hath hypothecated bound and made chargeable and by these presents  
 doth hypothecate bind and make chargeable with the payment +  
 thereof unto them the said René Godard and Joshua Canter and  
 the survivor of them and the Executors administrators and assigns  
 of such survivor upon the Contingencies and upon the Trusts  
 and to and for the uses intents and purposes aforesaid All that  
 Lot of Land situate lying and being in Queen Street measuring  
 Twenty eight feet six inches in front on said Street and depth +  
 therefrom to the Northward one hundred and Twenty feet Butting  
 and bounding to the East on Lands now or late belonging to the  
 Estate of Paul Smyer deceased to the North on Saint Philips +  
 Church yard to the west on Lands belonging to William Shaw and  
 to the South on Queen Street aforesaid Also all that Lot of Land  
 Situate lying and being in King Street measuring in front on  
 said Street forty four feet and on the back line forty three  
 feet and in depth to the Eastward Ninety feet more or  
 less

less butting and bounding Northwardly on a lot of Land belonging to  
 Miller Eastwardly or a lot of Land belonging now or  
 lately to the Reverend William Noyes Southwardly on a Lot of  
 Land belonging to John Luckie Westwardly on King Street aforesaid  
 Together with all and singular the rights members and appurtenances  
 to the said premises belonging or in any wise incident or appertain-  
 ing upon the proviso Nevertheless that if the said Abraham Sasportas  
 Should at any time hereafter be minded or desirous to sell or dis-  
 -pose of said premises he may be at liberty so to do upon his substi-  
 -tuting other real Estate of equal value in lieu thereof to be bound  
 and chargeable as aforesaid And the said Abraham Sasportas for  
 himself his heirs Executors <sup>and</sup> Administrators doth hereby covenant pro-  
 -mise and agree and with the said René Godard and Joshua +  
 Canter and the Survivor of them and the Executors administrators  
 and assigns of such Survivor that he the said Abraham +  
 Sasportas his heirs Executors and administrators shall and  
 will from time to time and at all times hereafter at reason-  
 -able request of the said René Godard and Joshua Canter  
 and the survivor of them and the Executors and administrators  
 of such Survivor Make do execute and deliver all such further  
 and other acts deeds and writings matters and things in the law  
 for the more perfect fulfillment of the above agreement and  
 Corroborating these presents according to the true intent and  
 meaning of the parties as shall be by them the said René  
 Godard and Joshua Canter or the survivor of them or the  
 Executors administrators and assigns of such Survivor or their  
 Counsel learned in the Law devised advised and required  
 In Witness Whereof the said parties have hereunto set their  
 hands and Seals the day and year first above written  
 Abr<sup>m</sup> Sasportas I S      Godard I S Joshua Canter I S  
 Sealed and Delivered in the presence of O. D. L. Motta      Canter  
 Charleston St. David Canter made oath he was present and  
 Saw Abraham Sasportas      Godard and Joshua Canter Sign Seal  
 to and for the uses and purposes therein mentioned and that he  
 Signed his name as a Witness to the same Sworn to +  
 before me this 19<sup>th</sup> day of January 1803 Daniel +  
 J<sup>d</sup> Ravenel J. P. Recorded 19 Jan<sup>y</sup> 1803

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South Carolina This Indenture made this 21 day of  
 December in the year of our Lord one thousand eight hundred and two  
 and in the twenty seventh year of the independence of the United States  
 of America Between John Richardson late of Antigua but now  
 of South Carolina Esquire of the first part Sarah Fraser of the  
 City of Charleston in the same state of the second part, and James  
 Fraser Doctor of Medicine John Battle Livingstone both of Daw-  
 =fuskie and Henry Richardson of the City of Charleston of the third  
 part Whereas a marriage is intended by Gods permission shortly  
 to be had and solemnized between the said John Richardson  
 and the said Sarah Fraser And Whereas at the time of the execution  
 of this Indenture the said John Richardson is possessed in his  
 own Right of fifteen Negro Slaves named as follows, M'Leod  
 Rose James Pew Bell Harry George Kit Sam Bob York, Tom  
 Cook Dryden Peter Chame and Isabel, and the said Sarah  
 Fraser is also possessed in her own Right of eleven Negro Slaves  
 named Hannah Betty Doll Mary Beck Rhina Cooper Henry  
 Abraham Gato and Byng and is also lawfully interested in  
 and will be entitled equally with her Brother and sisters to  
 certain undivided real and personal Estates derived from her  
 late Uncle R. R. Ash and her Grandmother Sarah Odingsell  
 the particulars Whereof the situation and quantity of Land and  
 the respective names of the Negroes and personal property to be  
 derived from the said R. R. Ashes Estate cannot at present be  
 actually ascertained or known but when and so soon as the same  
 be ascertained and known an accurate Schedule Inventory or  
 account thereof is intended to be annexed hereunto as de-  
 =rating the property hereby settled and conveyed together with  
 the Negroes Slaves herein before named and mentioned. And  
 Whereas it is the Wish and desire of the said John Richardson  
 and Sarah Fraser that the said Negro Slaves herein before  
 named and also the real and personal Estate to be <sup>Derived</sup> derived  
 from the said R. R. Ash's Estate and the undivided real Estate  
 to be derived from and under the said Sarah <sup>Odingsell</sup> ~~as aforesaid~~ as aforesaid  
 shall previous to the said marriage be conveyed settled and secured  
 in the manner upon the Trusts and to and for the Uses intents and  
 purposes and under and subject to such restrictions provisions &  
 limitations and agreements as are herein after limited expressed  
 and declared of and concerning the same Now this In-

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=douture Witnesseth That in Consideration of the said intended  
 marriage so to be had and solemnized as aforesaid and  
 of the natural Love and affection which the said John Richardson  
 =son hath and beareth unto the said Sarah Fraser his  
 intended Wife and also in Consideration of the sum of  
 five shillings Sterling to the said John Richardson and  
 Sarah Fraser in hand paid by the said James Fraser John  
 Battle Livingston and Henry Richardson at and before the  
 Sealing and delivery of these presents the receipt whereof  
 is hereby acknowledged they the said John Richardson and  
 Sarah Fraser have and each of them hath granted bargained  
 sold assigned Transferred and set over and by these presents  
 do and each of them doth grant bargain sell assign transfer  
 and set over unto the said James Fraser John Battle Livingston  
 and Henry Richardson their Heirs Executors administrators  
 and assigns All and singular the Lands real Estate hereditaments  
 and appurtenances particularly mentioned specified and set  
 forth in the Schedule Inventory or account thereof intended to  
 be annexed and affixed hereunto when and so soon as it can  
 be ascertained and known what real Estate the said Sarah  
 Fraser is entitled unto as aforesaid Together with the Negro  
 Slaves herein before named as belonging to the said John  
 Richardson and Sarah Fraser in their respective Rights  
 and together also with all and singular the Negroes and  
 personal property mentioned set down and enumerated in the  
 said Schedule intended to be annexed hereunto And also all the  
 right Title interest and claim which they the said John +  
 Richardson and Sarah Fraser or either of them have or hath  
 or in or to the real and personal Estate contained in the Sche  
 =dule intended to be annexed hereunto with all and singular  
 the Houses Buildings hereditaments rights members and  
 appurtenances to the said real Estate belonging or in anywise  
 incident or appertaining To have and to hold the said real and  
 personal Estate mentioned set down and enumerated in the said  
 Schedule intended to be annexed hereunto and also all and singular  
 the Negro Slaves herein before particularly named together with  
 the future issue and increase of the females and all the right title  
 and interest of them the said John Richardson and Sarah Fraser  
 and each of them of in or to the said hereby bargained or assigned

premises or any part thereof unto the said James Fraser John Battle Living-  
 -ston and Henry Richardson and the Survivors and Survivor of them  
 and the heirs Executors administrators and assigns of such survivor  
 from henceforth for ever Nevertheless upon such Trusts and to  
 and for such uses intents and purposes and under and subject  
 to such restrictions conditions provisions limitations and agreements  
 as are herein after mentioned expressed and declared of and  
 concerning the same that is to say Upon Trust that the said hereby  
 bargained and assigned premises and every part thereof shall be  
 continue and remain Vested in the said James Fraser John  
 Battle Livingston and Henry Richardson and the survivors and  
 survivor of them and the Heirs Executors administrators and assigns  
 of such Survivor to and for the only proper use benefit and behoof  
 of the said John Richardson and Sarah Fraser during the joint  
 lives of himself and the said Sarah Fraser each to have and  
 enjoy a Life Estate and interest therein and the same to be free  
 from and in no wise subject to the Debts of the said John Richardson  
 but all and singular the Estate real and personal hereby settled and  
 secured or intended so to be to be subject to the exclusive control  
 interference and management of the said John Richardson during  
 the joint life of himself and the said Sarah his intended Wife and in  
 case of the decease of either the said John Richardson or Sarah Fraser  
 then and in that case the Survivor to have and enjoy the Estate and  
 interest hereby settled and secured during life and from and immediate-  
 -ly after the decease of the Survivor then the whole Estate and Interest  
 hereby Vested as aforesaid shall go and be absolutely Vested (exonerated  
 and discharged from the Trusts hereby executed) by between and  
 amongst the Child or Children of the said intended marriage if more  
 than one equally to be shared amongst them Share and Share alike  
 as Tenants in Common and if but one Child the whole to go absolutely  
 to that one Child And in case it shall so happen that any Child or Children  
 of the said intended marriage should die during the life time and exist-  
 -ance of either of their respective Parents leaving Lawful Issue living  
 then and in that case the grand Child or grand Children shall  
 stand in the place and represent the parent and take and be entitled  
 to the share and portion which such parent would have been entitled  
 to had he or she survived If but one grand Child the whole portion to  
 go to that one if more than one to be shared equally between  
 them absolutely And in case it shall so happen that there be no Child

Children or grand Child or grand Children of the said intended  
 marriage living at the time of the decease of the survivor of the  
 said John Richardson and Sarah his intended wife then and in  
 that case it shall and may be lawful for such survivor in  
 and by his or her last will and Testament or by any deed legally  
 executed and attested to give devise bequeath and dispose of all  
 and singular the said hereby secured and settled property in  
 such manner and to such person or persons as he or she shall  
 or may think proper and in case of no such deed or will then  
 the said Estate real and personal hereby settled and secured as  
 aforesaid shall go and be divided unto and amongst the heirs  
 of the said Sarah Fraser for ever equally share and share alike  
 when the Trusts hereby created shall cease determine and become  
 void any thing herein contained to the contrary notwithstanding  
 Provided always nevertheless and it is the true intent and meaning  
 hereof and of all the Contracting parties hereto that in case it shall  
 so happen that he the said John Richardson should think fit and pro-  
 -ber during the joint lives of himself and the said Sarah Fraser his  
 intended wife to sell and dispose of all or any part of the Estate real  
 and personal hereby settled or secured or intended so to be that it  
 shall and may be lawful for him so to do in such manner and  
 form and to such person and persons as he may deem expedient  
 and proper but to enable him so to do the Consent and approbation  
 of the said Sarah his intended Wife must be first obtained and sig-  
 -nified under her hand and seal in the presence of two credible wit-  
 -nesses and the same must be signed and consented to at least  
 by one of the Trustees aforesaid and the said John Richardson  
 having obtained such consent and approbation the same shall  
 and is hereby meant and intended to be and operate as an instru-  
 -ment or deed of revocation of the Trusts hereby created and shall  
 be a sufficient and valid authority to enable the said John Richardson  
 during the joint lives of himself and the said Sarah his intended  
 wife to bargain sell and dispose of all or any part of the real or  
 personal Estate hereby settled and secured and the proceeds arising  
 from any such sale or other disposition which the said John Rich-  
 -ardson may make of the Estate hereby settled to be vested by him  
 in such manner as to him may seem proper upon similar  
 Trusts created by this Deed of Settlement And the said John  
 Richardson for himself his heirs Executors and Administrators



doth hereby covenant and agree with the said James Fraser John  
 Battle Livingston and Henry Richardson and the survivors and sur-  
 =vivor of them and the heirs Executors Administrators and Assigns of  
 such Survivor that he the said John Richardson shall and will after the  
 solemnization of the said intended marriage make seal execute and  
 deliver unto the said James Fraser John Battle Livingston and  
 Henry Richardson such further and other instrument or Deed  
 in writing as shall be considered valid and effectual in Law  
 to settle and secure all the property real and personal and every  
 part thereof which he may immediately acquire a right to on the  
 said Marriage taking effect upon the Trusts and subject to the restric-  
 =tions conditions and provisos herein before particularly mentioned +  
 And in case the said John Richardson should after the solemn-  
 =ization of the said intended marriage acquire in future any  
 other or more property real or personal in right of his intended +  
 wife then and in that case he doth covenant promise and  
 agree to and with the said James Fraser John Battle Living-  
 =ston and Henry Richardson and the survivors and survivor  
 of them and the heirs Executors Administrators and Assigns of such  
 Survivor that he will settle and secure the same upon the same  
 trusts and to the same uses intents and purposes herein before de-  
 =clared these covenants on the part of the said John Richardson  
 being considered as an agreement before marriage so to do

In Witness whereof the said Contracting Parties have hereunto  
 severally set their hands and seals on the day and in the year  
 herein first and before written J<sup>r</sup> Richardson I<sup>s</sup> Sarah Fraser I<sup>s</sup>  
 James Fraser I<sup>s</sup> I<sup>s</sup> Richardson I<sup>s</sup> Sealed and

Delivered in the Presence of Joseph Bullen Cook R<sup>o</sup> Watts  
 Carolina Fraser Charles J<sup>r</sup> Nip Carolina Fraser made Oath she  
 was present and saw John Richardson Sarah Fraser James Fraser  
 and Henry Richardson sign seal and as their act + Deliver the  
 foregoing Instrument of writing to and for the uses and purposes  
 therein mentioned and that she signed her Name with Joseph Bullen  
 Cook + A<sup>o</sup> Watts signed their Names as Witnesses to the due Execu-  
 =tion of the same Sworn to before me this 14<sup>th</sup> day of February

1803 Isaac Motte Dart J<sup>r</sup> Do. Recorded 14 Feb<sup>y</sup> / 1803  
 old Specter, Scannie, Violet, Effy, Louisa, Emelia, Christopher  
 Dory, Pomona, Aleck, Moses, Jary, Maria, Binky, Jim, Manuel  
 Grace, Solomon, Wilko Rose, Bob, Fanny. The Names of the Negroes  
 have been inserted this 27<sup>th</sup> of October 1811

South Carolina.

This Indenture made the sixteenth day of February in the year of our Lord one thousand eight hundred and three. Tripartite. between Samuel Thomas Physician of Georgetown in the State aforesaid of the first part and Mary Gaillard Spinster of the city of Charleston of the second part, and John Gaillard Esq<sup>r</sup>. Planter Trustee of the third part. Whereas the said Mary Gaillard is now possessed of and entitled to a bond of one thousand pounds sterling in the hands of Theodore Gaillard Esq<sup>r</sup>. & also to a female slave named Molly and her female child: and also to an undivided moiety of the Estate of her Father the late John Gaillard dec<sup>d</sup>. And whereas a marriage is intended by God's permission shortly to be had and solemnized between the said Samuel Thomas and Mary Gaillard, ~~his intended wife~~. And whereas it is the desire and will of the said Samuel Thomas & Mary Gaillard his intended wife, that the whole and every part and parcel of the above-mentioned property as also all such monies or property as she may hereafter receive or be entitled to from her father's Estate shall be settled and secured in the manner, upon such trusts & to and for such intents & purposes and under and subject to such restrictions and agreements as are hereinafter limited of and concerning the same - And the said Samuel Thomas and Mary Gaillard each for themselves their <sup>Heirs</sup> Executors & administra