

## Article Premier

Le Citoyen Charcoigne et mademoiselle Delaire, futur époux, ont été unis par le sacrement de mariage, et ont acquis une communauté de biens, meubles et immeubles, suivant la Coutume de Paris, dont ils invoquent expressément les Principes; au desir et conformité de laquelle leur Communauté sera réglée, gouvernée et administrée, et les biens qui la composeront partagés également et par moitié, encore bien que les futurs époux continuassent à faire leur résidence en ce continent, ou à faire leur domicile par la suite, et viussent à résider soit en d'autres Départemens de France, ou en pays étrangers quelconques, régis par coutumes, usages et lois de dispositions contraires, auxquelles il est expressément dérogué et renoué à cet égard seulement.

Article 2<sup>me</sup>

Néanmoins les futurs époux ne seront point tenus des dettes et hypothèques l'un de l'autre faites et créées antérieurement à la célébration du dit mariage, et s'il y en a elles seront payées et acquittées par celui des conjoints qui les aura contractées et sur ses biens personnels, sous quel autre des biens ni ceux de la dite Communauté ne soient aucunement tenus et ni chargés &c.

Article 3<sup>me</sup>

Les futurs époux se marient avec les biens, présents et futurs de leur apport et de leur dot, et dont l'énumération va suivre.

Article 4<sup>me</sup>

L'apport en mariage de la part du Citoyen Charcoigne, futur époux, consiste: 1<sup>o</sup> en meubles meublans, effets mobiliers, habits, linge, hardes à son usage, bijoux et annes, le tout évalué à la somme de Dix mille francs, argent de France.

2<sup>o</sup> En Epices sonnans et deniers comptans une somme de vingt mille francs aussi argent de France: ces deux articles provenant de ses gains et épargnes.

3<sup>o</sup> En sa portion héréditaire dans la succession de sa mère.

Article 5<sup>me</sup>

Les biens qui apportent en mariage mademoiselle mariée Suzanne Delaire, future épouse, consistent: 1<sup>o</sup> En effets mobiliers, argent, argenterie, son poitepians, et une servante nommée Emilie et son enfant; Bijoux, hardes à son usage, le tout évalué à la somme de Dix mille francs, argent de France.

Et 2<sup>o</sup> Une pension de trois centes fourdes mornais.

2<sup>e</sup> Espagne, que le Citoyen Jacques Delaire, son père, lui fait pendant sa vie durant, laquelle pendant il promet et s'oblige formellement par la présente, de payer aux futurs époux, Cent Cinquante goudes tous les six mois, dont le premier terme commencera à courir de ce jour et successivement jusqu'à l'époque de son décès.

3<sup>e</sup>. Et enfin dans les droits qui peuvent lui revenir dans la succession de sa dite défunte mère; desquels objets composant l'apport en mariage de la future épouse, le Citoyen Chauvoignie de charge envers elle, ledit mariage s'accomplissant.

#### Article 6<sup>me</sup>

Les biens des futurs époux spécifiés articles 4 et 5 ci-dessus se partageront en Communauté de part et d'autre jusqu'à concurrence de la somme de Vingt mille francs, argent de France, le surplus de leurs biens actuels, mesurable tout ce que pendant la durée du dit mariage sera venu et échû aux futurs époux, tant en meubles qu'immobiliers, par successions, donations, legs ou autrement, leur sera et demeurera propre et aux leurs de chaque côté et ligne.

#### Article 7<sup>me</sup>

La future épouse a doné et donne la future épouse d'un douaire présent de la somme de Dix mille francs aussi argent de France dont elle jouira aussitôt l'ouverture de ce douaire, sans être tenue d'en former la demande en justice; le fond duquel douaire de ladite somme de Dix mille francs sera et demeurera propre aux enfans à naître du dit mariage.

#### Article 8<sup>me</sup>

Le survivant des futurs époux aura et jouira à titre de préciput et avant de faire le partage de biens et effets de la dite Communauté, tels de ses objets mobiliers qu'il voudra choisir jusqu'à la concurrence de la somme de Cinq mille francs; argent de France, suivant la prise de l'inventaire qui sera alors fait, et sans crié, ou bien pareille somme en deniers comptant au choix et option du dit survivant. Et à titre d'augmentation de préciput le survivant reprendra en outre, savoir: Si c'est la future épouse, ses linge, hardes, armes, bibliothèque, et si c'est la future épouse, ses hardes, linge, dentelles, bijoux, et ce aussi avant partage et sans crié, mais jusqu'à concurrence de part et d'autre de la somme de Trois mille francs.

Article 9<sup>me</sup>

En cas de dissolution de la dite Communauté, sera loisible à la future épouse et aux enfans à naître du dit mariage d'y renoncer et de reprendre alors tout ce que la future épouse aura apporté au mariage, même sa mise en Communauté, ensemble tout ce qui pendant la durée en a été venu et échû à la future épouse, soit par succession, donation, legs ou autrement; et si c'est elle même qui exerce cette faculté, elle reprendra en outre son douaire et y recouvrera ci-dessus stipulé, le tout franc et quitte des dettes et charges de la dite Communauté, quoiqu'elle y eût par elle-même été obligée, ou y eût été condamnée, dont, au dit cas, elle et ses enfans seront acquittés, garantis et indemnisés par les héritiers ou futurs époux et sur ses propres biens.

Article 10<sup>me</sup>

Pendant la durée de la Communauté il est vendu ou aliéné quelques immeubles, héritages ou rentes appartenant à l'un ou à l'autre des futurs époux, le rachat en sera fait en acquisition d'autres immeubles, héritages ou rentes, au profit ou conjoint du chef duquel procédera le objet vendu, aliéné ou racheté, pour être représentés en sa personne la même nature de propres. Et dans le cas où, au jour du décès ou premier mourant du futur époux, les dits ratchats ne seraient pas faits, les deniers pour ce nécessaires seront pris sur la dite Communauté, et s'ils étaient insuffisants à l'égard de la future épouse, ce qui s'indifférait serait pris sur les biens du futur époux.

Article 11<sup>me</sup>

Donnée et garantie de toutes les clauses du présent Contrat, hypothèque est acquise et établie en faveur de la future épouse sur tous les biens du futur époux présents et à venir à compter d'aujourd'hui.

Article 12<sup>me</sup>

Et voulant se donner en preuves de l'bonne et sincère amitié qui les unit, les futurs époux, toujours de l'agrément de leur père de la dite demoiselle Delaire; laquelle est autorisée autant que besoin serait du dit citoyen Chancogne, se sont fait, par le présent contrat, l'un à l'autre et au survivant d'eux, ce acceptant respectivement, Donation entre-vifs, mutuelle, égale, réciproque, irrévocable et en la

Meilleure forme que donation entre futurs époux puisse être faite et valoir, De tous les biens, meubles, immeubles, acquêts, conquêtes, propres, droits, actions, prétentions et généralement tout ce qui, au jour du décès du premier mourant des futurs époux, et trouvera lui appartenir dépendant de la dite Communauté et de la succession du précédent, sans aucune exception ni réserve, à quel que femme que le tout puisse monter, en quoi il puisse courir et en 9 - quelque temps que les dits biens et droits soient détenus et à quelque titre que ce soit; Pour de l'universalité des dits biens jouir, faire et disposer pour le survivant, à compter du jour du décès du premier mourant des futurs époux, en usufruit seulement pendant sa vie, sans être tenu de donner caution, ce dont le dit survivant est, par ce présent, dispensé; mais à la charge de faire - procéder à bon et fidèle inventaire des biens du précédent.

Cette donation est ainsi faite - pourvu qu'au jour du décès du dit premier mourant, il n'y ait aucun enfant vivant, né ou à naître du dit mariage, parce qu'en ce cas la dite donation serait réduite à moitié, ou, subirait telles autres modifications et réductions prévues par les lois de la République française, notamment celle de dix sept sur le au deux, ou autres subséquemment édictées ou qui pourraient l'être à ce sujet. Mais y ayant eu des enfants du dit mariage, s'ils venaient à décider en minorité ou majorité, sans justesse, avant d'avoir pu valablement disposer de leurs biens et droits, la dite donation, sous l'effet n'aurait été que suspendue, le rendrait toute et de force, vertu et étendue, comme s'il n'y avait point eu de survivaux d'enfant, et alors le survivant des dits futurs époux recouvrerait les avantages de la présente donation, et finirait, sans altération, des biens de la succession du précédent, de la manière qui vient d'être exprimée, et conformément aux principes et lois précitées; L'intention des Contractants étant au surplus, que la présente donation ait l'effet le plus illimité, comme le plus favorable au profit du survivant des futurs époux. - Bien entendu que si c'est le futur qui survit et profite de l'effet de la donation ci-dessus, le donaire et principal stipulé en sa faveur se trouveront compris et confondus dans le bien et objet composant la dite donation.

### Article 13<sup>eme</sup>

Cette affaire enregistrée et insérée représente contrat quand & ailleurs d'ici, tout pouvoir réciproque en un demi au porteur

des présentes ou d'une expédition d'icelles.

Article 1<sup>er</sup>

Et pour l'exécution des présentes, les contractans élisent domicile en leurs demeures respectives, aux quels lieux ils consentent la validité de toutes significations, promettant avoir le tout pour agréable, sous l'obligation et hypothèque de leurs biens, renouant à toutes choses contraires &c.

C'est ainsi que le tout a été convenu agréé et arrêté entre les contractans. Fait et passé à Charleston, Caroline du Sud, les jour, mois et an quedesus, en la demeure de citoyen Jacques Delaire, père de l'acte futur en cause, ou moi, notaire sus-dit, me suis, à cet effet, transporté accompagné et en présence des citoyens Michel Priority et Pierre Suave, l'un d'eux requis demeurans en cette dite ville, Et ont les dits parties signé avec le dits notaires et amis et ledits notaire & l'un d'eux

(Signés.) M<sup>r</sup>. S. Delaire.

Chaussonie.

Ann Delaire.

Jos. Delaire

Diego Morphy.

Thomas M. Biscot.

N. Fichois.

J<sup>r</sup>. Delaval.

J. S. Debye.

J<sup>r</sup>. Carut.

N. Peter Suave.

In Testimony whereof I have hereunto set my hand and affixed my seal notarial at Charleston the day and year first written. (Signed) G. Reid Not. P. U.

Recorded 17<sup>th</sup> July 1806.

and Not. P. U. Lach

South Carolina. To all to whom these Presents shall come or be seen I Hugh Rutledge of Charleston in the State aforesaid send greeting. Whereas in my marriage bond given to John Hanger Francis Kinloch & Benjamin Hanger Esquires dated the fourth day of October in the year one thousand seven hundred & eighty eight I have agreed that in case the marriage should take effect and Mary Golightly Hanger my then intended wife should

survive me she shall receive and be paid out  
 of my real and personal ~~and~~ estate the principal  
 of all ~~such~~ <sup>such</sup> sums of money as I should receive or  
 possess in her right from the estate of her Father  
 Benjamin Huger Esqr. by virtue of his Will or  
 the Deed of Settlement made by him on her mother  
 too for her own proper use and benefit for ever; & if  
 she should die in my life time any child or  
 children by me begotten on her body shall re-  
 ceive the principal of all such sums of money  
 in the manner and at the times in the said  
 bond specified. And whereas upon a settle-  
 ment with the Executors of the said Benjamin  
 Huger I was entitled to receive & did accord-  
 ingly receive in right of my said wife  
 only the sum of two thousand five hun-  
 dred pounds being her proportion of her  
 Father's bond to Edmund Bellinger & others  
 on his marriage with her mother & nothing  
 under his Will. Now know ye that I the said  
 Hugh Rutledge in consideration of my ha-  
 ving received the said sum of money for the  
 securing payment thereof (according to the  
 condition of the ~~before~~ <sup>above</sup> mentioned bond)  
 to my wife or to her children if <sup>she</sup> shall die before  
 me & also in consideration of five shillings  
 to me in hand paid by the said Benjamin  
 Huger one of the obligees named in the said  
 marriage bond have granted bargained  
 sold assigned settled & secured & by these presents  
 do grant bargain sell assign settle & secure to the  
 said Benjamin Huger his Executors Admors and  
 assigns the several negro slaves hereafter named  
 vizt Cain, Maudlong, Joe, Daphne, Wapping  
 Rose Isaac & Tenah his wife Matty Linnies  
 Tom Patty little Billy Tanner Kate Bob Cla-  
 rinda Caynthia a mulatto boy James Crom-  
 well ~~Tobias~~ Prince Flora Betsey Sarah Dinah  
 Mary March April May Jack his wife Nancy Dia  
 Neptune and June To have & to hold all and singular

the said negro slaves together with the present and future issue and increase of the females to the said Benjamin Hanger his heirs and assigns forever In trust nevertheless for the use and purpose of securing payment of the sum of two thousand five hundred pounds to my wife if she shall survive me in case of her dying before me for the use and benefit of the children begotten by me of her body agreeable to the terms of my marriage bond In witness whereof I have hereunto set my hand and seal this first day of January in the year of our Lord one thousand eight hundred and six. H. Rutledge L. S. Sealed & delivered in the presence of the words *Dia Neptune* in the second page being first interlined *Heaty Lewis Simons James Jorrey Charleston so Heaty Lewis Simons* made oath that H. Rutledge signed sealed & delivered the foregoing Instrument of writing for the purposes therein mentioned and that he with James Jorrey witnessed the same. Sworn 3d July 1806 before Daniel Hanger L. H. Recorded 3d July 1806.

South Carolina. This Indenture Tripartite made the twenty eighth day of March in the year of our Lord one thousand eight hundred and six between John Raven Matthews of Charleston in the State aforesaid of the one part Elizabeth Whalley relict of Whalley late of the same place deceased of the second part and George Matthews of the same place father of the said John Raven Matthews and Lewis Christopher Jenkins brother of the said Elizabeth Whalley also of the same place of the third part Whereas the said Elizabeth Whalley is in her own right seized in her demesne as of fee of and in some real estate and also possessed of and entitled <sup>unto</sup> a considerable

personal estate. And whereas a marriage is  
 agreed upon and intended to be shortly had and  
 solemnized between the said John Raven  
 Matthews and the said Elizabeth Whalley  
 and whereas the said John Raven Matthews  
 and Elizabeth Whalley are both minors under  
 the age of twenty one years and whereas in order  
 to secure and settle some part of the said es-  
 tate of the said Elizabeth Whalley as a sup-  
 port and provision for her and her issue and  
 to exempt and protect the same as much as  
 can be from and against any vicifortudes  
 or casualties that may happen it hath been  
 agreed by and between the said John Raven Ma-  
 thews and Elizabeth Whalley with the approbation  
 and consent of the said George Matthews father  
 of the said John Raven Matthews and Chris-  
 topher Jenkins brother of the said Elizabeth  
 Whalley and other their respective relations  
 and friends that the negro slaves and issue  
 of the female slaves hereinafter named  
 part of the personal estate of the Eliza-  
 beth Whalley should be secured and settled  
 upon the following uses and trusts that  
 is to say to and for the joint use and behoof  
 of the said John Raven Matthews and  
 Elizabeth Whalley during their joint lives  
 and in case the said John Raven Matthews  
 should survive the said Elizabeth Whaley  
 then to and for him for and during his  
 natural <sup>life</sup> and from and after his decease  
 then to and for the proper use and behoof of such  
 child if but one or children if more than one  
 of them the said John Raven Matthews and  
 Elizabeth Whaley equally to be divided between them  
 share and share alike and in case before the  
 said contingency any child or children of them  
 the said John Raven Matthews and Elizabeth  
 Whalley should die having a child or children  
 such child or children shall represent and take the

a copy shall and may be taken for the said George Matthews and Christopher  
 Jenkins or the survivors of them -



a copy shall and may be lawful for the said George Matthews and Christopher Pentkins or the Survivors of them

part the deceased parent or parents would have  
 taken if living and in case the said Elizabeth  
 both Whalley <sup>shall</sup> survive the said John  
 Raven Matthews then the said negro slaves  
 and the issue and increase of the said fe-  
 male slaves to be to and for the proper use &  
 behoof of the said Elizabeth Whalley her Execu-  
 tors and Administrators. And it is further  
 agreed by and between the said parties that  
 if the said John Raven Matthews and E-  
 lizabeth Whalley at any time during their  
 coverture or the said John Raven Matthews  
 during his life should he survive the said  
 Elizabeth Whalley shall be minded & willing  
 to sell and dispose of all or any the said negro  
 slaves or the issue and increase of the female  
 slaves and to invest the property proceeds  
 of such sales in other property then upon  
 expressing such their mind and will du-  
 ring their coverture in writing or his mind  
 or will if he should survive his intended  
 wife to the said George Matthews and Chris-  
 topher Pentkins or the Survivor of them  
 it shall and may be lawful to sell and  
 dispose of such the said negro slaves or  
 issue and increase of the females and  
 to invest the same in or to purchase any  
 other property as above mentioned pro-  
 vided nevertheless that the property so  
 be purchased or in which it may be so  
 invested shall be and enure and be sub-  
 ject to and for and upon the same uses  
 and trusts as above mentioned. Now this  
 Indenture witnesseth and it is hereby  
 covenanted and agreed by and between  
 all the parties to this presents that as  
 soon as the said marriage shall be  
 solemnized and take effect that they  
 the said George Matthews and Christopher  
 Pentkins shall be and stand possessed of

and have and hold the said negro slaves named  
 Maryann, John, James, Amy Maria Ste-  
 phen Billy Thomas Johnny <sup>John</sup> Minnah Flora  
 Jolly Tuff Boundy Mary Bellah Mely Billy  
 and Hannah part of the personal estate of  
 the said Elizabeth Whaley together with the  
 issue and increase of the said female slaves  
 to them and to the Survivor of them and the  
 Executors Administrators and assigns  
 of such survivor upon the special trust and  
 confidence and to and for the uses intents and  
 purposes hereinafter mentioned that is to say  
 to and for the joint use and behoof of the said  
 John Raven Mathews and Elizabeth Wha-  
 ley during their joint lives and in case the  
 said John Raven Mathews should sur-  
 vive the said Elizabeth Whaley then to  
 for his use for and during his natural  
 life and from and after his decease then to  
 and for the proper use and behoof of such  
 child if but one or children if more than  
 one of them the said John Raven Ma-  
 thews and Elizabeth Whaley equally  
 to be divided between them share & share  
 alike and in case before the said contin-  
 gency any child or children of them the said  
 John Raven Mathews and Elizabeth  
 Whaley should die leaving a child or children  
 such child or children shall represent stand  
 in the place of and take the part which the  
 deceased Parent or Parents if living would  
 have taken or been entitled to and in case  
 the said Elizabeth Whaley shall survive the  
 said John Raven Mathews then the said  
 negro slaves and the issue and increase of the  
 said female slaves to be to and for the proper  
 use and behoof of the said Elizabeth Wha-  
 ley her executors and administrators and  
 it is further agreed by and between the said  
 parties that if the said John Raven Mathews and

Elizabeth Whaley at any time during their  
 Coverture or the said John Raven Matthews  
 during his life should he survive the said  
 Elizabeth Whaley sh all be minded & willing  
 to sell and dispose of all the said negroes  
 or any part thereof or the issue and increase  
 of the female slaves and to invest the proceeds  
 of such sales in other property then upon  
 expressing such their minds and will during  
 their coverture in writing or his mind or will  
 if he should survive his intended wife to the  
 said George Matthews and Christopher In-  
 kins or the Survivor of them then it shall  
 and maybe lawful for the said George  
 Matthews and Christopher Inkin or the  
 Survivor of them to sell and dispose of such  
 the said negro slaves or the issue and  
 increase of the female and to invest the  
 same in or purchase any other proper-  
 ty as above mentioned provided never the-  
 less that the property so to be purchased  
 or in which it maybe so invested shall  
 and be and enure to and for and upon  
 and subject to the same uses and trusts  
 above mentioned. In witness whereof  
 the said parties to these presents have here-  
 unto set their hands and seals on the day  
 and year first above written. John R.  
 Matthews L. J. Eliza Whaley L. J. George  
 Matthews L. J. Christopher Inkins L. J.  
 Sealed and delivered in the presence of us  
 Ann Fayfous. Thomas Matthews.  
 Charleston s. Thomas Matthews made oath  
 that John R. Matthews, Eliza Whaley, George Ma-  
 thews and Christopher Inkins signed, sealed,  
 and delivered the within Instrument of wri-  
 ting for the purposes therein mentioned, and  
 that he with Ann Fayfous a witness of the  
 same. Sworn 14th July 1806 before J. Ravenel  
 J.P. Recorded 14th July 1806

South Carolina, This Indenture made the  
 twenty fourth day of May in the year of our Lord one  
 thousand eight hundred and six, Between Hannah Frances  
 Poinsett of the City of Charleston in the State of South Carolina a  
 spinster of the one part, and John Roberts Poinsett and John  
 Johnson of the same City and State of the other part, Witnesseth  
 that the said Hannah Frances Poinsett for and in consideration  
 of the sum of five shillings to her in hand paid by the said  
 John Roberts Poinsett and John Johnson, the receipt whereof  
 she doth hereby acknowledge, she the said Hannah Frances  
 Poinsett, hath granted, bargained and sold and by  
 these presents doth grant bargain and sell unto the said  
 John Roberts Poinsett and John Johnson their Executors -  
 Administrators and Assigns, all that lot of land situate  
 in the City of Charleston in the State aforesaid in the Street commonly  
 called and known by the name of Elliott Street, butting and bounding  
 to the East on land of \_\_\_\_\_ to the West on land of \_\_\_\_\_  
 to the South on land of \_\_\_\_\_ and to the North on land of \_\_\_\_\_  
 upon which said lot of land measuring and containing  
 in front forty three feet, and in depth eighty eight feet are situated  
 two Tenement Houses, numbered twenty seven and twenty eight  
 together with all and singular the rights members and appurtenan-  
 ces thereunto belonging or in any wise incident or appertaining  
 and the reversions and reversion, remainder and remainders, rents  
 issues and profits thereof, and of every part and parcel thereof, To  
 have and to hold the said premises above granted bargained  
 and sold, with the appurtenances unto the said John Roberts  
 Poinsett and John Johnson or the survivor of them, and unto the  
 Executors and Administrators of such survivor, from the day before  
 the day of the date of these presents, for and during and unto the  
 full said and term of one whole year, from the next full moon ensu-  
 ing, Yielding and paying therefor one pepper corn if the same  
 shall be lawfully demanded, to the intent that by virtue of these  
 presents, and by force of the Statute for transferring uses into possession  
 (if force in this State) the said John Roberts Poinsett and John  
 Johnson may be in the actual possession of the premises, and be  
 thereby enabled to take a release of the reversion and inheritance  
 thereof, to them, and to their heirs for ever, to for and upon such uses  
 intents and purposes as in and by the said Release shall be thereof  
 directed and declared, In Witness whereof the said parties

have been to interchangeably with their hands and seals the day & year first above written. The J. Poinsett & J. S. Keeler and Delivered in the presence of M. Davis, Joseph Stinger, Charles Stump, John M. Davis made with the J. Poinsett signed sealed and delivered the foregoing instrument of writing for the purposes therein set forth and that he with Josiah Stinger & Stinger the same, chosen to be for us this 16<sup>th</sup> day of July 1808 Daniel Stinger J. M. Davis at W. July 1808  
 South Carolina

This Indenture Tripartite made the twenty sixth day of May in the year of our Lord one thousand eight hundred and six Between M<sup>rs</sup> Hannah Frances Poinsett of the City of Charleston in the State of South Carolina, Spinster of the first part, John Roberts Poinsett and John Johnson of the same City and State of the second part, and Josiah Stinger Lovell also of the same City and State of the <sup>third</sup> part: Whereas a marriage is intended to be shortly had and solemnized between the said Josiah Stinger Lovell & the said Hannah Frances Poinsett, and it has been agreed by the said Josiah Stinger Lovell and the said Hannah Frances Poinsett that the property herein after mentioned should be settled as is herein after specified Now This Indenture witnesseth that for and in consideration of the said marriage to be had and solemnized, and also for the settling and conveying of the property herein after mentioned and also for divers other good causes and reasonable considerations, heretofore made known to the said Hannah Frances Poinsett the said moving, she the said Hannah Frances Poinsett hath granted, bargained, sold, aliened, assigned, devised, set over, and confirmed, and by these presents doth grant, bargain, sell, alien, assign, devise, set over, and confirm unto the said John Roberts Poinsett and John Johnson and to the Survivors of them, and to the Executors Administrators and Assigns of such Survivors. All that certain lot of land situate in the City of Charleston in the State aforesaid in the street commonly called and known by the name of Ellcloth Street, beginning and bounding to the East on hand of to the West on hand of  
 to the South on hand of and to the North on hand of  
 upon which said lot of land measuring and containing in front forty three and in depth eighty eight feet are situated two tenement houses numbered twenty seven and twenty eight, together with all and singular the rights members

and appurtenances therunto belonging or in any wise inci-  
dent or appertaining, and the reversion and reversions, re-  
mainder and remainders, unto issue and profits of all and  
singular the said premises, and every part and parcel thereof,  
to have and to hold the said lot of land and all and singu-  
lar the premises hereby granted and confirmed, or mentioned  
or intended to be, with their and every of their appurtenances  
unto the said John Roberts Poinsett and John Henscorn and the  
heirs of them, and the Executors Administrators and Assigns  
of such survivor to be and upon the several trusts uses intents  
and purposes hereinafter expressed and declared, and to and  
for no other uses intents and purposes whatsoever, that is to say,  
to the use and behoof of the said Miss Hannah Frances Poinsett  
according to her dote and dower now therein made the said  
intended marriage be had and solemnized, and from and  
after the solemnization thereof, then to the use and behoof of the  
said Josiah Sturges Lovell and Hannah Frances Poinsett -  
during their joint lives, the said Josiah Sturges Lovell to  
be entitled to take and accept the rents issues and profits  
of the said premises, and every part and parcel thereof, during  
the said term of their joint lives, but the same are not to  
be subject to the present or future debts or incumbrances of  
the said Josiah Sturges Lovell, and should the said Josiah  
Sturges Lovell, survive the said Hannah Frances Poinsett his  
intended wife, and the said Hannah Frances die without leav-  
ing issue of her body living at the time of her death, then the  
said premises and every part and parcel thereof are to be vested  
in the said Josiah Sturges Lovell his heirs and assigns for ever,  
free and discharged from all trusts limitations and pro-  
visions whatsoever, and should the said Hannah Frances  
survive the said Josiah Sturges Lovell, and have no issue of  
the said marriage living at the time of the death of the  
said Josiah Sturges Lovell, then the said premises and every part  
and parcel thereof, are to be vested in the said Hannah Frances  
her heirs and assigns for ever, free and discharged in  
like manner from all trusts limitations and provisions, but  
should the said Josiah Sturges Lovell survive the said  
Hannah Frances, and the said Hannah Frances should have  
issue of the said marriage surviving her, or should the said  
Hannah Frances survive the said Josiah Sturges Lovell, leaving

at the time of his decease if one of the said marriage, then in either case, the said premises and every part and parcel thereof, and the rents issues and profits thereof, immediately upon the decease of either of them the said Hannah Frances or the said Sarah Hargreaves Lovell as aforesaid, shall be to the use of the said John Roberts Painsell and John Johnson and the survivors of them, and the Executors and Administrators of such survivor during the life time of the said survivor of them the said Sarah Hargreaves Lovell and Hannah Frances aforesaid, as the case may be, the survivor of them during his or her lifetime, to receive and take the rents issues and profits thereof as aforesaid, and from and after the determination of that estate, then the said premises and every part and parcel thereof, and the rents issues and profits thereof, shall be vested in the said John Roberts Painsell and John Johnson and the survivor of them, and the Executors and Administrators of such survivor, to the use, profit and behoof of such Child or Children of the said marriage as may be living at the time of the decease of their surviving parent as aforesaid, share and share alike if more than one Child, or if only one Child of the said marriage then to the use benefit and behoof of such Child, and to the Heirs and Assigns of such Child or Children as the case may be, absolutely and in fee simple, such Child or Children to take his or her share, or their shares, upon his or her or their respectively attaining the age or ages of twenty, or his, her or their day or days of marriage, which ever shall first happen, freed and discharged from all trusts limitations and provisos whatsoever, And this Indenture further witnesseth that she the said Hannah Frances Painsell for the considerations herein before mentioned hath granted bargained sold assigned transferred and set over and by these presents, doth grant bargain sell assign transfer and set over unto the said John Roberts Painsell and John Johnson and to the survivor of them, and to the Executors and Administrators of such survivor, a certain bond or obligation, bearing date on or about the sixteenth day of August in the year of our Lord one thousand seven hundred and ninety eight, wherein Thomas William Price and William Price, stand firmly bound to James Bulgin of the City of Charleston in the penal sum of sixteen hundred pounds Sterling, conditioned for the payment of eight hundred pounds Sterling, with legal Interest for the same from the date of the said Bond, on a day now long since past, and also

another Bond or Obligation bearing date the thirtieth day of July in the year of our Lord one thousand seven hundred and ninety one, whereas James Bulger stands firmly bound to Mr. Frances Poinsett in the penal sum of four hundred pounds good and lawful money of Great Britain, conditioned for the payment of two hundred pounds with legal Interest for the same, at a day now long since past, upon the first of which said Bonds a receipt is indorsed for the sum of eight hundred Dollars on the twenty third day of June in the year of our Lord one thousand eight hundred and four, and upon the second bond mentioned above is also indorsed a receipt on the twenty third day of May in the year of our Lord one thousand eight hundred and six, (which said receipt is for one hundred and sixty four pounds and two pence intended to be and hereby actually assigned to and for the same uses intents and purposes as the monies now due and to grow due upon the said bonds are herein assigned and transferred) and the said Hannah Frances Poinsett doth hereby nominate, constitute, and appoint the said John Roberts Poinsett and John Johnson, or the survivor of them, the Executors and Administrators, of such survivor her true and lawful Attorneys to ask demand and receive the monies due and to grow due on the bonds as aforesaid, and on non payment thereof, to sue for, recover and receive the same, and on payment thereof, to deliver up and cancel the said Bonds and give sufficient releases and discharges therefor, and upon receiving the said monies due and to grow due as aforesaid upon the said Bonds, then upon the further Trust; that they the said John Roberts Poinsett and John Johnson or the survivor of them, or the Executors or Administrators of the survivor, do and shall immediately upon the receipt of the said monies have, hold and possess the same subject to the same uses intents and purposes as are set forth and specified in this Deed respecting the said debt of and aforesaid, until they the said John Roberts Poinsett and John Johnson, or the survivor of them, or the Executors or Administrators of the survivor of them, can invest the same in the purchase of a House and lot, which is to be done as soon as can be, and upon the said House and lot being purchased then the same are to be and remain in the possession of them or the Executors or Administrators the said John Roberts Poinsett, and John Johnson, or



the survivor of them, or the Executors or Administrators of the  
 survivor subject to the same uses intents and purposes as are  
 declared of and concerning the before mentioned lot of land  
 and the premises, and in one witness whereof, And This  
 In testimony further witnesseth that she the said  
 Hannah Frances Poinsett for the considerations herein before  
 mentioned hath granted bargained sold assigned transfer-  
 red and set over, and by these presents doth bargain sell  
 assign transfer and set over unto the said John Roberts Poin-  
 sett and John Johnson, or the survivor of them, the Executors and  
 Administrators of such survivor, eighty one shares in the  
 Bank of South Carolina, to have and to hold the said eighty  
 one Bank shares which are transferred unto the said Hannah  
 Frances, together with the dividends to grow due thereon  
 unto the said John Roberts Poinsett and John Johnson and the  
 survivor of them, and the Executors and Administrators of such  
 survivor subject to the same uses intents and purposes as are  
 set forth and declared particularly of and concerning the  
 foregoing property mentioned in this Deed, and to no other  
 uses intents and purposes whatsoever, and the said John  
 Roberts Poinsett and John Johnson for themselves, their heirs  
 Executors and Administrators do further covenant promise  
 and agree to and with the said Hannah Frances, and Josiah Stur-  
 ges Lovell their Executors Administrators and Assigns, that they  
 will in all things well and truly observe, perform and keep  
 the said trusts herein before mentioned on their parts to be  
 observed and performed according to the true intent and  
 meaning of these presents, In Witness whereof the said Hannah  
 Frances Poinsett, Josiah Sturges Lovell, John Roberts Poinsett  
 and John Johnson parties to this Deed have hereunto interchange-  
 ably set their hands and seals the day year first above written  
 Sealed and Delivered in the presence of M. M. Davis  
 Josiah Sturges  
 Charleston S.C.

H. F. Poinsett (Sd)  
 J. S. Lovells (Sd)  
 John Johnson Jr. (Sd)  
 J. R. Poinsett (Sd)

John M. Davis made oath that H. F. Poinsett, J. S. Lovells, John  
 Johnson Jr. J. R. Poinsett signed sealed & Delivered the foregoing In-  
 strument of writing for the purposes therein set forth, and that he with  
 Josiah Sturges Witnessed the same, Sworn to before me this 16<sup>th</sup> day of  
 July 1806 Daniel Stuger LL. Recorded 16<sup>th</sup> July 1806

This Indenture made the sixteenth day of  
 July in the year of our Lord one thousand eight  
 hundred and six. Between Benjamin Trappin  
 Trappin of the City of Charleston in the State of  
 South Carolina of one part, and Thomas Shubrick  
 Nathaniel Heyward and William Heyward trust-  
 es as herein after named of the same city and  
 State of the other part Witnesseth that the said  
 Benjamin Trappin Trappin for and in consideration  
 of the love and affection which he hath towards  
 his wife Hannah Shubrick Trappin formerly Mann-  
 ah Shubrick Heyward, and of the Negro Slaves  
 herein after mentioned which he hath acquired  
 by his marriage with the said Hannah Shubrick  
 Trappin, and of the Sum of five Shillings to him  
 in hand paid the receipt whereof he doth hereby ackn-  
 owledge and thereof acquit the said Thomas Shu-  
 brick, Nathaniel Heyward and William Heyward  
 and for divers other good causes and reasons here-  
 unto moving, hath granted, bargained and sold and by  
 these presents doth grant bargain and sell unto the  
 said Thomas Shubrick, Nathaniel Heyward and  
 William Heyward the following negro Slaves  
 to wit. Jure, Jacob, Friday, Billy, Jure, Harry,  
 Friday, Cyprus, Congo, January, Anthony, Harriot  
 Lucy, Lenny, Martha, Hagar, Jonah, Maryanne  
 and Peggy to have and to hold the said Negro  
 Slaves and the future issue and increase of the  
 said female Slaves unto the said Thomas Shubrick  
 Nathaniel Heyward and William Heyward their  
 heirs, executors administrators and assigns for ever  
 and to the survivors and descenders of them  
 the said Thomas Shubrick, Nathaniel Heyward  
 and William Heyward and the heirs, executors  
 administrators, and assigns for ever of such survivors  
 and descenders, subject nevertheless to the following  
 trusts and conditions, to wit, to stand for the use, con-  
 fect and behoof of the said Benjamin Trappin Trappin

and Hannah Shubrick Tappin his said wife during their joint lives and from and immediately after the decease of either of them, then to the sole use benefit and behoof of of the survivor, and from and immediately after the decease of either of them, then to the sole use benefit and behoof of the survivor, and from and immediately after the decease of the survivor of them the said Benjamin Tappin Tappin and Hannah Shubrick Tappin his said wife, ~~then~~ to the sole use benefit and behoof of such child or children now begotten to be hereafter begotten upon the body of the said Hannah Shubrick Tappin by the said Benjamin Tappin Tappin, as may be living at the time of the death of the survivor of them the said Benjamin Tappin Tappin and of his said wife Hannah Shubrick Tappin to be equally divided between them if more than one is then alive in common free clear and absolutely discharged of and from every other and further condition, trust limitation and proviso whatsoever, and should only one child of the said Benjamin Tappin Tappin and the said Hannah Shubrick Tappin survive them <sup>then</sup> ~~then~~ to and for the sole use benefit and behoof of such child his or her heirs executors and administrators for ever without any further condition, trust limitation or proviso whatsoever, the said Negro Slaves together with the future issue and increase of the said female slave to be delivered unto the said child or children of the said Benjamin Tappin Tappin and Hannah Shubrick Tappin upon his or <sup>their</sup> ~~them~~ respective age or ages of twenty one or day or days of marriage when he or she may first happen. And the said Benjamin Tappin Tappin for himself and his heirs do hereby warrant and for ever defend the said promises unto the said Thomas Shubrick, Nathaniel Heywood and William Heywood, Trustees as aforesaid and to <sup>his</sup> ~~the~~ said heirs executors, administrators and assigns for ever. In Witness whereof the said parties have hereunto interchangeably set their hands and seals the day and year first above written Ben Tappin

Ben J. Trapier L. J. sealed & Delivered in the presence  
 of W<sup>m</sup> Drayton. Charleston & W<sup>m</sup> Drayton made  
 oath that Ben J. Trapier signed sealed and deliver-  
 ed the foregoing Instrument of writing for the purp-  
 oses therein mentioned, and that he witnessed  
 the same. Sworn 31<sup>th</sup> July 1806 before Daniel Huger  
 J. U. Recorded 31<sup>st</sup> July 1806.

South Carolina. To all whom these Presents  
 may Concern James Fox sends greeting Whereas  
 previous to the marriage which has since taken  
 effect between the said James Fox and Mary  
 Hays it was agreed by and between them  
 that all his Estate and property whatsoever  
 should be settled and secured to Fox and upon  
 the trusts uses intents and purposes herein  
 after thereof mentioned and declared but that  
 the instrument of writing intended for the  
 purpose although drawn and executed previ-  
 ous to the said marriage was inartificially  
 drawn and inprimally and improperly execut-  
 ed as will appear by reference to the same  
 hereto annexed Now know ye that the  
 said James Fox in remedy thereof in pursuance  
 of the said agreement made previous to the  
 said marriage and in Consideration of  
 the said marriage hath granted bargained sold and  
 released assigned transferred and set over and hath  
 doth grant bargain sell and release assign transfer  
 and set over unto Henry Hays all the Estate what-  
 soever and particularly the following negro Slaves  
 which are or were of his the said Mary Hays  
 that is to say Jun, Peggy, Castalia, and Patience  
 to have and to hold the same and the issue of the said  
 female Slaves unto the said Henry Hays his Executors  
 and Administrators upon the special trust and  
 Confidence and to and for the proper and joint use  
 and behoof of the said James Fox and Mary his wife  
 during their joint lives and unto the Survivor of  
 them during the life of the Survivor and upon the

death of the <sup>then</sup> survivor ~~them~~ to and for the proper  
 use and behoof of the <sup>rest</sup> of him and legal representa-  
 tives of the said Mary Heape In witness whereof the said  
 James Fox hath hereunto set ~~at~~ his hand and seal  
 this 11 day of June in the year of our Lord one thousand  
 Eight hundred and six. James Fox L.S. sealed and  
 delivered in the presence of Elizabeth Tahler, Jacob  
 Tahler. State of South Carolina } Colleton District  
 Personally appeared before me, Jacob Tahler, who being  
 duly sworn maketh oath that he was personally present  
 and did see the within James Fox sign seal & as his  
 act & deed deliver the within instrument of writing  
 for or all the uses therein mentioned, & at the same  
 time did see Elizabeth Tahler subscribe her name  
 together with this Deponent as <sup>next</sup> witness ~~therein~~  
 Sworn to before me this 16 day June 1806. Arthur  
 Hughes J. R. Recorded 2d August 1806.

South Carolina. This Inden-  
 ture tripartite, made the <sup>day of</sup> ~~day of~~ <sup>month</sup> ~~month~~ <sup>in the</sup> ~~in the~~ year of  
 our Lord One thousand seven hundred and <sup>seventy</sup> ~~seventy~~  
 Between Mary Melhison Goddard of Blackming  
 in the State aforesaid Widow of the first part John  
 Paisley of the same place Esquire of the second part  
 and Joseph Plyth and Richard Shackelford  
 of Georgetown in the state aforesaid of the third part  
 Whereas a marriage is intended by divine permisi-  
 on shortly to be had and solemnized between the said  
 Mary Melhison Goddard and the said John Paisley.  
 And Whereas the said Mary Melhison Goddard  
 is now lawfully and rightfully possessed in her own  
 right of and in Eighteen Negroes and other Slaves  
 named as follows, to wit, Pigg, Cyrus, Lucy, Dignon,  
 Dick, Pince, Maria, Neer, Bess, Berr, Caesar, <sup>Joseph</sup>  
 Lydia, Scilla, Dinah, Daphne, Sam and Lavine  
 And Whereas by the Death of William Goddard  
 of Pides in the state aforesaid on or about the <sup>day</sup> ~~day~~  
 in the year of our Lord one thousand seven hundred  
 and ninety who died Intestate and without a will  
 his Widow and relict Mary Melhison Goddard

became entitled by law to her part or proportion  
 of the Personal effects and chattels as also her  
 Dower or thirds in, to and out of the Lands and ten-  
 ements of him the said William Goddard and  
 also a part or proportion of the Estate of Thomas Swan  
 deceased (who was her half Brother) And whereas  
 from motives of convenience to all parties interested the  
 proportion of her the said Mary Atchison Goddard of  
 her late husbands Estate and effects And also  
 that of Thomas Swan (her half Brother) have not  
 hitherto been ascertained by a division so as that  
 the same can be specifically pointed out And  
 Whereas in prospect and consideration of the said  
 intended marriage the said John Paisley and the  
 said Mary Atchison Goddard have agreed that  
 the said Mary Atchison Goddard shall grant, bar-  
 gain, sell, assign, transfer and make over the said  
 Negroes and other slaves with their future issue and  
 increase and the ~~the~~ said Property and Estate to  
 which the said Mary Atchison Goddard is or was aforesaid  
 entitled unto the said Joseph ~~Blayth~~<sup>Blayth</sup> and Richard  
 Shackelford the survivors of them his Executors,  
 Administrators and Assigns In Trust nevertheless  
 and to and for the several and respective uses intents  
 and purposes herein after mentioned expressed and  
 declared of and concerning the ~~same~~<sup>same</sup> Now this  
 Indenture witnesseth that in pursuance of the said  
 agreement and in Consideration of the said intended  
 Marriage and also for and in Consideration of the sum  
 of five pounds Sterling to the said Mary Atchison  
 Goddard in hand well and truly paid by the said  
 Joseph Blayth and Richard Shackelford at and before  
 the sealing and delivery of these presents the receipt  
 whereof is hereby acknowledged and for settling and as-  
 signing all and singular the premises to and for the  
 several uses, intents and purposes herein after mentioned  
 expressed and declared and for divers good causes and con-  
 sideration the said Mary Atchison Goddard hereunto  
 moving she the said Mary Atchison Goddard (by  
 and with the private consent approbation and

agreement of the said John Paisley testified by his being  
 made a party to and signing, sealing and delivering  
 these presents) hath granted, bargained and sold  
 and by these presents doth grant, bargain, sell and  
 in due form of law deliver unto the said Joseph  
 Blyth and Richard Shackelford and the survivor  
 of them his Executors and Administrators all and  
 singular the said negroes and other slaves named  
 Tegg, Cyrus, Lucy, Dianna, Dick, Prince, Maria,  
 ners, Peps, Ben, Caesar, Dorcas, Lydia, Scilla Din-  
 ah, Daphne, Sam and Savinia with their future  
 issue and increase and the said Property and Estate  
 to which the said Mary Atchison Goddard is so as aforesaid  
 entitled And for the confirmation aforesaid  
 she the said Mary Atchison Goddard (by and with  
 the like privy, consent, approbation and agreement  
 of the said John Paisley testified as aforesaid  
 hath assigned, transferred and set over and by these  
 presents doth fully and absolutely assign, trans-  
 fer and set over unto the said Joseph Blyth and  
 Richard Shackelford and the survivor of them his  
 Executors and Administrators all and singular  
 the said negroes and other slaves with their future  
 issue and increase and the said Property and Estate  
 to which the said Mary Atchison Goddard is so as  
 aforesaid entitled To have and to hold the said  
 negroes and other slaves with the future issue and  
 increase together with the said property and Estate  
 to which the said Mary Atchison Goddard is so as  
 aforesaid <sup>entitled</sup> unto the said Joseph Blyth and Richard  
 Shackelford their Executors, Administrators and  
 Assigns for ever In Trust Nevertheless and to  
 and for the several uses intents and purposes herein  
 limited declared of and concerning the same that  
 is to say to the use and behoof of the said Mary  
 Atchison Goddard until the said intended Mar-  
 riage shall be solemnized and take effect and  
 from and immediately after the solemnization  
 thereof then upon trust that the same shall  
 not in any wise be subject or liable to the contr-

Debts or engagements of the said John Paisley  
 but shall be an remain to the sole and separate  
 use of her the said Mary Atchison Goddard and  
 upon this further Trust and Confidence that  
 she the said Mary Atchison Goddard not with-  
 standing her Coveture shall and may by her last  
 will and testament in writing or any instrument  
 of writing ~~for property~~ purporting to be her last  
 will and testament limit appoint and dispose  
 of the above mentioned negroes and other slaves  
 and the said property and Estate to which she  
 is so as aforesaid entitled; in such manner  
 and to such uses as she may deem proper and in  
 case of the death of the said Mary Atchison  
 Goddard without disposing of the same by her  
 last will and testament or other writing  
 purporting to be her last will and testament  
 then the property above mentioned together  
 with the negroes and slaves with the increase  
 and income thereof shall be remain and  
 enure to the proper use benefit and behoof  
 of such Child or Children being the issue  
 of the intended marriage as shall be living  
 at that time to his her or theirs Executors  
 Administrators and Assigns for ever In wit-  
 nesses whereof the said parties to these presents  
 have hereunto interchangeably set their hands  
 and seals the day and year first above written  
 John Paisley & Mary A Goddard & sealed  
 and Delivered in the presence of Nathan Shack-  
 elford Thomas Humphreys William <sup>no</sup> Raider  
 State of S<sup>c</sup> Carolina Personally appeared <sup>made</sup> before  
 me Mr. Nathan Shackelford who being duly sworn  
 made oath that he was present and saw the  
 within named John Paisley & Mary A Goddard  
 signed seal and as their own act & deed deliver  
 this Instrument of writing for the uses & purposes  
 therein mentioned and that himself and Mr. Tho.  
 Humphreys & Mr. Raider did subscribe  
 their names as witnesses thereto Nathan Shackelford



sworn to before me on the 4th April 1799 I Benjamin D.  
 W. Recorded 5th August 1799

The State of South Carolina. This Indenture  
 or Tripartite, made the fifteenth day of July -  
 in the year of our Lord one thousand Eight hundred  
 and six, Between Mary Annum Walker  
 of the state of North Carolina Widow of the one part  
 Abraham Crouch and Jane S Crouch his Wife  
 lately before her intermarriage with the said  
 Abraham Crouch called Jane S. Withers  
 daughter of the said Mary <sup>Annum</sup> Walker, of the  
 second part and William Suranne Hasell and  
 Abraham Motte of Charleston J<sup>o</sup> Carolina  
 of the other part Witnesseth, that in Consideration  
 of a Marriage lately had and Solemnized  
 between the said Jane S. Withers and the  
 said Abraham Crouch, and also in Consideration  
 of the Natural Love and affection of the  
 said Mary Annum Walker for her said Daughter  
 the said Jane S. Crouch, and in Consideration  
 of the Sum of five Shillings the receipt whereof  
 she doth hereby acknowledge. Herth granted  
 bargained, sold, released and confirmed and  
 by these presents doth grant, bargain, release  
 and Confirm unto the said William Suranne  
 Hasell and Abraham Motte and to their  
 Heirs, All that Plantation or Tract of Land  
 containing Two thousand acres more or less  
 situate on Town Creek in Brunswick County  
 in the State of North Carolina bounded to the  
 North - to the west - to the East -  
 and to the <sup>South</sup> ~~South~~ Together with all and singular  
 the Hereditaments and appurtenances thereto  
 belonging or in any wise appertaining. To have  
 and to hold the said Plantation or Tract of Land  
 and Hereditaments here before mentioned or  
 intended to be hereby released with all the rights  
 and appurtenances to the same belonging or in  
 any wise appertaining, unto the said William

Lorenzo Hasell and ~~Abraham Motte~~ and their  
 heirs ~~also~~ also for and in consideration of the  
 Marriage aforesaid and of the further sum of  
 Ten Shillings by the said William Lorenzo  
 Hasell and the said Abraham Motte to the  
 said Mary Annum Walker in hand paid at  
 the time of the sealing and delivery of these pres-  
 ents she hath bargained, sold and delivered and by  
 these presents doth bargain, sell and deliver  
 unto the said Will Lorenzo Hasell and Abraham  
 Motte the following negro Slaves Viz Diana  
 together with Iuba and her child Lorenzo Rose-  
 ana and her children Tom and William Cynthia  
 and Damon, together with the future Issue and  
 increase of such as are females. To have and to hold  
 the said negro Slaves above named unto the said  
 William Lorenzo Hasell and Abraham Motte  
 and their Executors Administrators and assigns  
 to for and upon the several Uses, Trusts Intents  
 and purposes and Subjects to the several provisions  
 Powers, Limitations and agreements hereinafter  
 mentioned limited expressed and declared of and  
 Concerning the same respectively. That is to  
 say, To the use and behoof of the said Abraham  
 Crouch and Jane S. Crouch his wife, during  
 their joint lives; to have and enjoy the profits  
 rents and ~~Emoluments~~ Emoluments of the said  
 Plantation or Part of Land herein before described  
 and also the hire, wages <sup>use</sup> and benefit of the negro  
 Slaves before named. And should there be  
 any Issue of the said Abraham Crouch upon  
 the Body of the said Jane S. Crouch his wife  
 begotten living at the death of the said Jane  
 S. Crouch the said Abraham Crouch then  
 Surviving, the said Jane S. Crouch not having  
 made her will or other deed in writing which  
 she is hereby empowered to do notwithstanding  
 her Coverture, then in trust to and for the  
 use, benefit and behoof of such Issue of the said  
 Abraham Crouch on the Body of the said

James S. Crouch his wife begotten, to the Heirs and  
 Assigns of such Issue for ever, but shall be the said  
 Abraham Crouch survives his said wife Jane S. Crou-  
 ch there being no Issue living at her death and  
 she not having made her last will and testament.  
 then to the said Abraham Crouch absolutely and  
 forever. his heirs Executors Administrators and  
 assigns all and singular the premises herein before  
 describe together with the Negro Slaves before named  
 and all and singular the Increase and Issue of such  
 Slaves then living and the Trustees aforesaid are  
 hereby directed in such case to make and Execute  
 all such deeds and other Conveyances as may be  
 necessary to put the said Abraham Crouch in full  
 and complete possession of the premises aforesaid  
 together with the Negro Slaves provided that  
 the same shall not in any way be subject to or  
 chargeable with the debts or contracts of the said  
 Abraham Crouch during the life of the said Jane  
 S. Crouch or in no case unless when the same  
 may be solely and absolutely possessed by the said  
 Abraham Crouch and upon the further trust  
 that they the said William Soranus Basile  
 and Abraham Motte Trustees aforesaid by and  
 with the consent of the said Abraham Crouch  
 and Jane S. Crouch his wife first had and obtain-  
 ed in writing may bargain, sell and convey  
 or make any such change in the premises here-  
 in before described and also such sale of the negro  
 es or any part of them as to the said Trustees shall  
 seem most for the Benefits advantage and  
 behoof of them the said Abraham Crouch and  
 Jane S. Crouch his and so to use the proceeds and  
 receive Conveyances in trust for the use Intents  
 and purposes herein mentioned as shall be <sup>advised</sup> ~~de-~~  
 cided as proper, to all which deeds of conveyance  
 or other papers purporting to convey to or from  
 the said trustees, trustees and in trust for the  
 said Abraham Crouch and Jane S. Crouch his  
 wife. Their seals and signatures shall be

indispensable, In Witness whereof the parties  
 to these presents have hereunto set their hands  
 and seals the day and year first above written  
 M<sup>r</sup>. A. Walker L. S. M<sup>r</sup>. Crouch and Jane  
~~S. Crouch~~ L. S. M<sup>r</sup>. S. Husell L. S. M<sup>r</sup>. Motte  
 L. S. Signed sealed and delivered in the Presence  
 of J. Dounce J. Edwards John Holland  
 Charleston J. John Holland made oath that  
 M<sup>r</sup>. A. Walker, M<sup>r</sup>. Crouch, Jane S. Crouch  
 M<sup>r</sup>. S. Husell, and M<sup>r</sup>. Motte signed sealed  
 and delivered the foregoing Instrument of writing  
 for the purposes therein mentioned, and that  
 he with J. Dounce & J. Edwards witnessed the same  
 Sworn 13<sup>th</sup> August 1806 before Daniel Burger 2. W.  
 Recorded 13<sup>th</sup> August 1806.

South Carolina This Indenture made the  
 first day of March in the year of our Lord one  
 thousand eight hundred and four and in the  
 twenty eighth year of the Sovereignty and Inde  
 pendence of the United States of America between  
 David Maybank of Saint Thomas Parish  
 in the State aforesaid Planter of the one part  
 and Thomas Harvon, John Julius Pringle  
 and Isaac Edwards of the same State Esquiers  
 of the other part witnesseth that the said David  
 Maybank for and in consideration of the  
 sum of four <sup>thous</sup> hundred dollars to him the said  
 David Maybank in hand well and truly  
 paid by the said Thomas Harvon, John Julius  
 Pringle and Isaac Edwards the receipt where  
 of is hereby acknowledged hath granted bar  
 gained and sold and by these presents doth  
 grant bargain and sell unto the said Thomas  
 Harvon, John Julius Pringle and Isaac  
 Edwards their Executors Administrators and  
 assigns all that part or portion of a Plantation  
 or tract of land called Smoakey Hill allowed  
 to Mary the wife of the said David Maybank  
 as her one third of her Father's real estate and

which said part or portion is allowed to the said  
 Mary and distinguished as Lot Number (3)  
 three in the division of Lands belonging to the  
 estate of her Father Benjamin Simons deceased  
 doth contain seven hundred and sixty five  
 acres one rood and ten chains and is situate  
 lying and being in the Parish of \_\_\_\_\_ in the Dis-  
 trict of Charleston and State aforesaid and  
 is sitting and bounding North and North  
 eastwardly on land of Jonathan Lucas the  
 younger Southeastwardly on estate of Daniel  
 Lupton Southwardly on lands of Maenry Lam-  
 rence and the late John Bryan and North  
 westwardly on lands of the said William  
 Hoot and John Bryan Together with all and  
 singular the houses out house buildings buildings  
 gardens orchards fences woods trees timber paths  
 passages waters commodities advantages emolu-  
 ments hereditaments rights members and appur-  
 tenances whatsoever to the said part or portion  
 of the Plantation or tract of Land allowed as  
 aforesaid to the said Mary belonging or in  
 any wise appertaining and the reversion and  
 reversions remainder and remainders  
 rents issues and profits thereof and every  
 part thereof with the appurtenances To have  
 and to hold the said part or portion of the  
 Plantation or tract of Land allotted as afore-  
 said to the said Mary and every part and  
 parcel thereof with their and every of their  
 appurtenances unto the said Thomas Ramon  
 John Julius Pringle and Isaac Edwards  
 their Executors Administrators and assigns  
 from the day next before the day of the date of  
 these Presents unto the full end term of one  
 whole year from thence next ensuing and  
 fully to be compleat and ended Yielding and  
 paying therefor at the expiration of the said  
 year the rent of one peper corn if the same  
 shall be lawfully demanded To the intent

that by virtue of these Presents and of the Statute  
 for transferring uses into possession of force in  
 this State they the said Thomas Harrison John  
 Julius Pringle and Isaac Edwards may be  
 in the actual possession of all and singular  
 the said premises above mentioned with the  
 appurtenances and hereby be enabled to accept  
 and take a grant and release of the reversion  
 and Inheritance to them thereof and their  
 heirs and assigns to for and upon the uses in  
 tents and purposes thereof to be declared by another  
 Indenture intended to bear date the day next  
 after the day of the date hereof. In Witness  
 whereof the parties to these Presents their hands  
 and seals have subscribed and set the day  
 & year first above written. David Maybank  
 L. S. Mary Simons Maybank. L. S. Witnesses  
 John Cart. R. Darrill. Wm G. Faber. Sealed &  
 delivered in the presence of the word "them"  
 being first interlined, and the name  
 Isaac Edwards written on erasure through  
 out the lease. John Cart. R. Darrill. Wm  
 G. Faber. Charleston ss. John Cart made  
 oath that David Maybank and Mary Si-  
 mons Maybank signed sealed & delivered  
 the within Instrument of writing for  
 the purposes therein mentioned that he  
 with R. Darrill and Wm G. Faber witnessed  
 the same. Sworn 13<sup>th</sup> Augt. 1806 before  
 Daniel Huger 2<sup>d</sup>. Recorded 13<sup>th</sup> August 1806  
 South Carolina. This Indenture made the  
 second day of March in the year of our Lord one  
 thousand eight hundred and four between  
 David Maybank of St. Thomas Parish in the  
 State aforesaid Planter and Mary his wife  
 daughter of Benjamin Simons late of Christ  
 Church Parish in the same State deceased  
 of the one part and Thomas Harrison,  
 John Julius Pringle, and Isaac Edwards  
 of the same State Esquires of the other part

Whereas a marriage hath been had and so-  
 lemnized between the said David Maybank  
 and Mary his wife and in and by a bond  
 or obligation given by the said David May-  
 bank previous to the said marriage dated  
 the ninth day of February in the year of our  
 Lord one thousand seven hundred and twenty  
 seven by the said David Maybank stand-  
 held and firmly bound in the penal sum  
 of five thousand pounds sterling money  
 to settle on the said Mary his wife all the es-  
 tate and property of whatsoever kind she  
 inherits or may inherit from the estate of her  
 Father the said Benjamin Simons in the  
 manner hereinafter mentioned and de-  
 clared. And whereas the said Mary at  
 the time of her intermarriage with the  
 said David Maybank was entitled unto  
 a number of negro slaves hereinafter  
 named and is entitled also to a certain  
 Plantation or tract of land hereinafter par-  
 ticularly described and set forth being her  
 one third part or portion of her said Father's  
 real estate allotted to her in the division  
 of the lands belonging to the estate of the  
 said Benjamin Simons deceased all which  
 it is the express wish and desire of the said  
 David Maybank and Mary his wife should  
 be settled and limited in the manner and  
 on the terms hereinafter mentioned and de-  
 clared of and concerning the same Now  
 this Indenture witnesseth that for and in con-  
 sideration of the marriage aforesaid already  
 had and solemnized between the said  
 David Maybank and Mary his wife  
 and of a considerable portion which the  
 said David Maybank hath had or became  
 entitled to unto in right of his said wife  
 upon and after the said marriage and  
 in pursuance and performance of his stipulation

Whereas a marriage hath been had and so-  
 lemnized between the said David Maybank  
 and Mary his wife and in and by a bond  
 or obligation given by the said David May-  
 bank previous to the said marriage dated  
 the ninth day of February in the year of our  
 Lord one thousand seven hundred and twenty  
 seven by the said David Maybank stand-  
 held and firmly bound in the penal sum  
 of five thousand pounds sterling money  
 to settle on the said Mary his wife all the es-  
 tate and property of whatsoever kind she  
 inherits or may inherit from the estate of her  
 Father the said Benjamin Simons in the  
 manner hereinafter mentioned and de-  
 clared. And whereas the said Mary at  
 the time of her intermarriage with the  
 said David Maybank was entitled unto  
 a number of negro slaves hereinafter  
 named and is entitled also to a certain  
 Plantation or tract of land hereinafter par-  
 ticularly described and set forth being her  
 one third part or portion of her said Father's  
 real estate allotted to her in the division  
 of the lands belonging to the estate of the  
 said Benjamin Simons deceased all which  
 it is the express wish and desire of the said  
 David Maybank and Mary his wife should  
 be settled and limited in the manner and  
 on the terms hereinafter mentioned and de-  
 clared of and concerning the same Now  
 this Indenture witnesseth that for and in con-  
 sideration of the marriage aforesaid already  
 had and solemnized between the said  
 David Maybank and Mary his wife  
 and of a considerable portion which the  
 said David Maybank hath had or become  
 entitled to unto in right of his said wife  
 upon and after the said marriage and  
 in pursuance and performance of his stipulation



and agreement or condition in the before mentioned bond or obligation intended or contained and for the settling and conveying of the property and estate herein described to the several intents uses trusts and purposes herein after declared of and concerning the same and for fifty dollars to the said David Maybank paid by the said Thomas Harvon John Julius Pringle and Isaac Edwards and for other considerations the said David Maybank and Mary his wife heretofore they the said David Maybank & Mary his wife have granted released and confirmed and by these presents do grant release and confirm unto the said Thomas Harvon, John Julius Pringle and Isaac Edwards (in their actual possession <sup>now</sup> ~~now~~ being by virtue of a bargain and sale to them thereof made by the said David Maybank for one whole year by Indenture bearing date the day next before the day of the date hereof and made between the said David Maybank of the one part and the said Thomas Harvon, John Julius Pringle and Isaac Edwards of the other part and by force of the Statute for transferring uses into possession made of force in this State) and to their heirs and assigns forever all that part or portion of a Plantation or tract of land called Smoakey hill allotted to the said Mary as her one third of the said Father's real estate and which said part or portion so called to the said Mary and distinguished as lot number (3) three in the division of lands belonging to the estate of the said Benjamin Simons deceased doth contain seven hundred and sixty five acres one rod and ten chains and is situate lying & being in the Parish of \_\_\_\_\_ in the District of Charleston and State aforesaid and is touching and bounding North Northeastwardly on

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lands of Jonathan Lucas the younger South  
 eastwardly on estate of Daniel Lejacque South  
 wardly on lands of Henry Lawrence and the  
 late John Bryan and Northwardly on  
 land of the said William Hoort and John  
 Bryan Together with all and singular the  
 houses out-houses buildings gardens or  
 chards fences woods trees <sup>timber</sup> paths passages water  
 commodities advantages incumbrances her  
 reditaments rights members and appurte  
 tenances whatsoever to the said part or por  
 tion of the Plantation or tract of <sup>land</sup> allotted as  
 aforesaid to the said Mary belonging or  
 in anywise appertaining. And the reversions  
 and reversioners remainders remainders  
 rents issues and profits thereof and every  
 part thereof with the appurtenances and also  
 all the estate right title <sup>interest</sup> property claim  
 and demand whatsoever in law or Equi  
 ty of them the said David Maybank and  
 Mary his wife of in and to all and singu  
 lar the premises To have and to hold the  
 said portion or tract of land allotted as  
 aforesaid with all & singular the appurte  
 nances hereby intended to be ~~made~~ relea  
 sed and confirmed unto the said Tho  
 mas Harmon, John Julius Pringle, and  
 Isaac Edwards their heirs and assigns for  
 ever. And this Indenture further witnesseth  
 that for the considerations aforesaid and  
 in further pursuance and performance of  
 the stipulation and condition aforesaid  
 made before the first marriage aforesaid  
 and in consideration of one dollar to the said  
 David's Maybank paid by the said Thomas  
 Harmon, John Julius Pringle and Isaac Ed  
 wards the receipt whereof is hereby acknowledged  
 by the said David Maybank both bargained  
 and sold and by these presents doth bargain  
 and sell and in plain and open market deliver

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for and during the term of the joint lives of them the said David Maybank and Mary his wife -

unto the said Thomas Harmon John Julius Pringle, and Isaac Edwards their Executors Administrators and assigns all the following negro slaves that is to say Tom Paddy Will Lucy Sam Abram Ben Peggy Little Ben Leah June, Mary Suskey Tommy Amey Violet Silvey Sampson Sackey Gato Little Gato Gilbert Pompey March Bob Flora Charles Tom Paddy Sue Marian and Peter To have and to hold all and singular the above mentioned negro slaves together with the future issue and increase of such the said slaves as are females unto them the said Thomas Harmon John Julius Pringle, and Isaac Edwards their Executors Administrators and assigns. And it is hereby agreed and declared by and between all the said parties to these presents and it is the true intent and meaning of these presents and of the parties herunto that all and singular the said Plantation tract or portion of land and premises hereby intended to be granted released and conveyed and also all the before enumerated negro slaves together with their future issue and increase shall ~~be~~ ~~and~~ ~~enure~~ to the several uses intents and purposes and subject to and under the several provisoes trusts limitations powers and agreements hereinafter expressed limited & declared and appointed of and concerning the same namely in trust to and for the joint use & behoof of the said David Maybank and Mary his wife but to be in no wise subject to or liable for the present or future debts charges or incumbrances of the said David Maybank. And from and immediately after the death of the said David Maybank in case the said Mary should survive the said David then in trust for the said Mary for and during her natural life and after her death to the heirs of her body lawfully begotten of the said marriage between her and the

said David Maybank which she shall leave  
 living at her death and in case the said David  
 Maybank should die before his said wife leav-  
 ing no issue by her then alive or child or children  
 of such issue lawfully begotten then living then  
 in trust to and for the use and behoof of her  
 the said Mary her heirs executors and assigns  
 forever free clear and absolutely discharged  
 of and from all and every and any other or further  
 trust condition limitation or restriction what-  
 soever but in case the said David Maybank  
 should survive the said Mary then in  
 trust for him the said David Maybank dur-  
 ing his natural life and after his death to  
 the heirs of ~~his body~~ the body of the said Mary  
 lawfully begotten by the said David Maybank  
 which he shall <sup>leave</sup> live at his death and  
 in case the said Mary should die before  
 the said David Maybank without leaving  
 any issue alive lawfully begotten by the said  
 David Maybank or any child or children  
 of such issue lawfully begotten then living  
 then in trust to and for the use and behoof of  
 him the said David Maybank his heirs  
 executors Administrators and assigns for-  
 ever free clear and absolutely discharged  
 of and from all and every and any other or  
 further trusts considerations limitations  
 or restrictions whatsoever. And it is hereby  
 expressly declared agreed and understood  
 by and between the said parties to these pre-  
 sents that the said David Maybank shall  
 be fully authorized and empowered to sell  
 dispose of and alienate any part or all of  
 the above mentioned property either real or  
 personal provided he first obtain in writing  
 the free and unequivocal consent approva-  
 tion of his said wife and also that he succeed  
 settle with and subject to the same restrictions  
 limitations and provisions as above recited and

declared other property of an equal amount  
 and value which is to be approved of & agreed  
 to by the said Thomas Harvon, John Julius  
 Pringle and Isaac Edwards their heirs executors  
 Administrators and assigns. And moreover  
 the said David Maybank for himself his  
 heirs executors ~~and~~ Administrators doth  
 hereby covenant grant and agree to and with  
 the said Thomas Harvon, John Julius  
 Pringle and Isaac Edwards their heirs Exe-  
 cutors Administrators or assigns execute or  
 cause to be executed every such further and  
 other reasonable act assurance or conveyance  
 in the law for the better or more perfectly grant-  
 ing bargaining and selling all and singular  
 the premises hereby intended to be granted  
 bargained and sold unto the said Thomas  
 Harvon, John Julius Pringle and Isaac  
 Edwards their heirs Executors Administrators  
 and assigns according to the true intent &  
 meaning of these presents as by the said  
 Thomas Harvon, John Julius Pringle and  
 Isaac Edwards their heirs Executors ~~and~~  
 Administrators or assigns or their Counsel  
 learned in the law shall be devised advised  
 or required. In witness whereof the said par-  
 ties to these presents have therunto interchan-  
 geably set their hands and seals on the day  
 and in the year first above written. David  
 Maybank L. S. Mary Simions Maybank L. S.  
 Witness John Cart. R. Darrill. Wm. G. Faber.  
 Sealed and delivered in the presence of  
 (The word "Singular" being first interlined)  
 and the name "Isaac Edwards" written  
 on erasures throughout the Deed. John  
 Cart. R. Darrill. Wm. G. Faber. Received on the  
 day of the date of the within written Indenture  
 from the within named Thomas Harvon  
 John Julius Pringle and Isaac Edwards the  
 sum of fifty dollars being the full consideration

money therein mentioned. David Maybank  
 Mary Simons & Maybank. Witnesses John  
 Capt. R. Darrill, Wm G. Faber, Charleston  
 J. John Cart made oath, that David May-  
 bank, and Mary Simons & Maybank signed  
 sealed and delivered the within Instrument  
 of writing for the purposes therein men-  
 tioned; that they also signed the Receipt here-  
 under written and that he with R. Darrill  
 and Wm G. Faber witnessed the same. In witness  
 13th August 1806 before Daniel Huger, J. C.  
 Recorded 13th August 1806.

South Carolina. This Indenture made  
 the sixteenth day of August in the year of our Lord  
 One thousand Eight hundred and six and in the  
 thirty first year of the Independence of the united States  
 of America Between John Hodge of the City  
 of Charleston in the said State of the first part. Ann  
 the wife of the said John Hodge (late Ann Cotton)  
 of the second part And John Bouché of the City of  
 Charleston in the state aforesaid Merchant of the third  
 part Whereas some unhappy differences and disputes  
 have lately arisen between the said John Hodge  
 and the said Ann his wife and they have in Con-  
 sequence thereof mutually condescended and agreed  
 and by these presents do mutually condescend and  
 agree from henceforth for and during their natu-  
 ral lives to ~~live~~ live separate and apart on  
 the Conditions and Terms following now this  
 Indenture Witnesseth that the said John Hodge  
 for the further encouragement or Continuance  
 of the said Ann his wife her sole and separate  
 living, is Content willing and desirous that the said  
 Ann his wife shall not only have and keep  
 and use and enjoy all and every the Estate Goods,  
 Chattels Bills, Bonds, Rights, Credits, Plate, Ring  
 Jewels, Household Furniture and all other valua-  
 ble Commodities whatsoever which she or any  
 other person or persons in trust for her now hath or

have or hereafter shall have or be possessed of, but  
 also all other Estates Rights Credits money Goods  
 Claims and Demands whatsoever which she  
 the said Ann his wife by her own Industry shall  
 obtain or acquire or which by any Gift devise  
 or bequest she the said Ann or the said John Hodge  
 his Executors or Administrators in right of her  
 may, might or can hereafter Claim Challenge or  
 demand to the sole and separate use of the  
 said Ann and her Assigns - And this Indenture  
 is further Witnesseth that as well for the Con-  
 sideration and agreement aforesaid as for and  
 in Consideration of the sum of Fifty Dollars to the  
 said John Hodge by the said John Roach in hand  
 well and truly paid at or before the sealing and  
 delivery of these presents the Receipt whereof  
 is hereby acknowledged and thereof and of every  
 part thereof doth acquit and discharge the said  
 John Roach his Executors Administrators and  
 Assigns by these presents and of the sum of five  
 Shillings in hand likewise paid by the said  
 John Roach to the said John Hodge they the  
 said John Hodge and Ann his wife (late Ann  
 Boston) have granted Bargained sold assigned  
 and set over unto the said John Roach all  
 the Goods Chattels, Plate Jewels Watches Rings  
 Household Furniture Beds and Bedding  
 together with the Kitchen utensils which  
 now are standing and being in a certain  
 Messuage Tenement or Dwelling House  
 Situate and being in Beresford Alley in  
 the City of Charleston aforesaid the same  
 Dwelling House and premises being lately  
 and is by these presents meant and intended to  
 be occupied and possessed by the said Ann  
 the wife of the said John Hodge an Inventory  
 of which Household Furniture Goods and Chattels  
 as aforesaid is hereunder written or hereunto annexed  
 And all Claims Challenge or demand what-  
 soever to have and to hold all and singular

the premises in the said Travelling House now standing  
 and being or in the said Inventory particularly mention  
 ed and describ'd with their and every of their appurtenances  
 unto the said John Roach Justice as aforesaid his Heirs and  
 Assigns for ever without any lawful let, suit trouble, hin  
 drance molestation Eviction or Interruption whatso  
 ever of him the said John Hodge his Executors Administra  
 tors or assigns or any other person or persons by him or them  
 departed or lawfully claiming by him or under him  
 them or any of them, In Trust Nevertheless to the sole  
 and Separate use of the said Ann the wife of the said  
 John Hodge (late Ann Cotton) and at her only sole  
 and separate disposal And the said John Hodge doth  
 hereby for himself his Executors Administrators and  
 Assigns Covenant promise grant and agree to and  
 with the said John Roach Justice as aforesaid his Exec  
 utors and Administrators that it shall and may be  
 lawful to and for the said John Roach at all or any  
 time or times hereafter to have take and receive all  
 and every the hereby granted bargained and assigned  
 premises and that it shall and may be lawfu  
 l, to and for the said John Roach his Executors and  
 Administrators from time to time and all times  
 hereafter to pay and deliver to the said Ann or  
 her assigns all such Estate Movable Goods and  
 Chattels and other the hereby granted and assigned  
 Premises and the benefit advantage and profit thereof  
 to her sole and separate use, full, and discharged and  
 from any disturbance Claim or demand of and  
 from the said John Hodge his Executors Administra  
 tors and Assigns or any person or persons claiming  
 or to claim by him or under him them or any of  
 them And further the said John Hodge doth hereby  
 for himself his Executors Administrators and Assigns  
 Covenant promise and agree to and with the said  
 John Roach his Executors and Administrators that  
 he the said John Hodge his Executors and Administra  
 tors shall and will from time to time and at all  
 times hereafter well and sufficiently save defend  
 and keep harmless and indemnified all the estate



Heres goods and Chattels and all and singular  
 other the premises hereby granted bargained and assigned  
 or menton mentioned or intended to be hereby granted  
 bargained and assigned and all other the Estate  
 Goods and Chattels Rights and Credits which she the  
 Said Ann by her own Industry shall hereafter obtain  
 or acquire or which by any Gift or devise she the said  
 Ann or he the said John Hodge his Executors Admin-  
 istrators or assigns in right of her may might or can  
 hereafter claim challenge or Demand of and from  
 all and all manner of action and Actions, suits  
 arrest attachments Judgments Statutes and Recog-  
 nizances by or against him the said John Hodge has  
 suffered recovered or sued for or obtained, or hereafter  
 to be had suffered recovered or sued for or obtained  
 against him the said John Hodge by any debtor  
 Default of the said John Hodge or his Act means  
 default consent or procurement And further  
 the said John Hodge doth Covenant promise  
 and agree to and with the said John Beach his  
 Executors and Administrators that it shall  
 and may be lawful to and for the said Ann  
~~the~~ the wife of the said John Hodge (late Ann  
 Cotton) by her last will and testament or any  
 other Deed or writing by her duly executed to  
 give away and dispose of all or any such Estate  
 Heres Goods and Chattels hereby assigned or menton  
 mentioned or intended to be hereby assigned and that  
 such Will and testament or other Deed shall be  
 good and available in law the Consent of the said  
 John Hodge being hereby declared thereto And  
 further the said John Hodge doth hereby for him-  
 self his Executors Administrators and assigns Cove-  
 nant promise and agree to and with the said John  
 Beach his Executors and Administrators in  
 manner following that is to say that he the said  
 John Hodge shall and will from henceforth for and  
 during his Natural life live separate and apart  
 from his said wife the said Ann Hodge (late Ann  
 Cotton) and shall not, nor will not hereafter

cohabit abide or dwell with her as his wife nor use or frequ-  
 ent her Company or Conversation at any time or time  
 hereafter otherwise than as he may or might a Stranger  
 and that he the said John Hodge doth hereby permit  
 and suffer the said Ann his said wife from time to  
 time and at all times hereafter to live separate and  
 apart from him and to reside and be in such place  
 and places, and in such family and families and with  
 such relations friends and other persons and to follow  
 and carry on such Trade and business as she the said  
 Ann at her will and pleasure (Notwithstanding her  
 present Coverture and if she were a feme sole and  
 unmarried) shall think fit and that he the  
 said John Hodge shall not nor will at any time  
 hereafter sue her the said Ann in any Court of law  
 for living separate and apart from him nor com-  
 pel her to Cohabit with him, or to sue molest  
 disturb or trouble her for such living separate and  
 apart from him or any other person or persons whatso-  
 ever for receiving harbouring or entertaining her and  
 the said John Roach Justice as aforesaid in pursuance  
 of the said Agreement doth Covenant promise  
 and agree for himself his Executors and administra-  
 tors and also for the said Ann the ~~and~~ wife of the  
 said John Hodge to and with the said John Hodge  
 that she the said Ann shall and will from here-  
 after forth for and during the Term of her natural  
 life live separate and apart from her said Husband  
 the said John Hodge and shall not nor will  
 hereafter cohabit abide or dwell with him the  
 said John Hodge as her husband nor use or frequ-  
 ent her Company or Conversation at any time here-  
 after otherwise than as she may lawfully do with  
 a Stranger And further the said John Hodge doth  
 hereby Covenant and agree to and with the said  
 John Roach Justice as aforesaid that he the said  
 John Roach his Executors or Administrators in the  
 Name of the said John Hodge shall and may  
 lawfully ask demand sue for recover and <sup>renew</sup> ~~renew~~  
 of any person or persons whatsoever all and

242 Singular such Estate goods Monies Chattels and all the  
herely granted and assigned Premises to and for the only  
proper use and behoof of the said Ann and her assigns  
and in the name of the said John Hodge, and give  
Receipts Release and discharges for any such Estate  
goods Chattels monies or other the Premises and on the  
recovering <sup>receiving</sup> ~~receiving~~ or obtaining the same or other  
wise as to him the said John Roach shall seem much  
and give Receipts and acquittances or other Dischar-  
ges for the same And further the said John Hodge  
doth by these presents ratify all and whatsoever  
the said John Roach shall lawfully do or cause  
to be done in and about the execution of all and  
singular the premises And lastly it is  
hereby agreed and declared by and between the  
said parties hereto out of such sum and Sums of  
Money or other Estate as shall come to the hands  
of the said John Roach Justice as aforesaid it shall  
be lawful to deduct reimburse and satisfy unto  
him the said John Roach what he shall expend or lay  
out in and about the execution of the trust hereby in  
him reposed and shall also deduct and receive all  
such sum and sums of Money as the said John Hodge  
shall be chargeable with by reason of any Verdict  
or Verdict against the said John Hodge in any  
suit to be ~~commenced~~ <sup>commenced</sup> by virtue of these presents  
that the said Justice may pay and discharge.  
In Witness whereof the said Parties to these  
presents have set their hands and seals the day  
and year first above written. John Hodge L.S  
Ann Hodge <sup>per</sup> L.S John Roach L.S signed  
sealed and delivered <sup>mark</sup> in the presence of Tho. Fowler.  
Received on the day of the date of the within written  
Indenture the sum of fifty Dollars of and from  
the within named John Roach the Justice with  
is mentioned being the Consideration Money  
mentioned in the said deed John Hodge  
Witness Tho. Fowler. Inventory referred to in the fore-  
going Deed: 4 Feather Beds and Bedding, six Mattresses  
& besides one Mahogany Dining Table, one Mahogany -

side Board, 1 large Dressing Glass, 2 settles, have a dog in  
 Chair one pair Craps and Sions, one Crap fender, 12 pic-  
 tures, 4 Dressing Tables, Dutch furniture, complete &  
 six pine Tables, & other items for Thomas Towle made oath  
 that John Hodge and John Roche signed sealed and do  
 Ann Hodge made her mark sealed and delivered the  
 foregoing instrument of writing for the purposes therein  
 set forth, that he also saw the said John Hodge sign the  
 Receipt hereon wrote, and that he witnessed the same  
 sworn to before me this 1<sup>st</sup> day of September 1806 J. J.  
 Ravenel M. Recorder 1<sup>st</sup> September 1806.

State of South Carolina

This Indenture made the twenty first day of March  
 in the year of our Lord one thousand eight hundred and six, Be-  
 tween John Bates, resident in the parish of St. Paul in the State  
 aforesaid, and Hannah Sims, widow, resident on Charleston neck  
 in the same State, of the one part, and John Bouton Esq<sup>r</sup>, of the  
 same State of the other part, whereas a marriage is agreed upon  
 and intended to be shortly had and solemnized by and between the  
 said John Bates and Hannah Sims, and upon the treaty of the said  
 Marriage it was agreed by and between the said John Bates and  
 Hannah Sims, that all the real and personal Estates of or belonging  
 to the said Hannah Sims should be conveyed assigned settled and  
 assured to the uses, upon the trusts, for the intents and purposes  
 under and subject to the powers, provisions, declarations and  
 agreements, hereinafter limited, expressed and declared of and  
 concerning the same respectively, Now this Indenture  
 witnesseth that in pursuance and part performance of the  
 said Agreement, and for and in consideration of the said intended  
 Marriage, and for divers other good and valuable considerations  
 the said Hannah hereunto moving, she the said Hannah Sims  
 by and with the consent of the said John Bates, testified by his  
 being a party to these presents, hath granted bargained sold  
 aliened released and confirmed, and by these presents doth grant  
 bargain sell alien release and confirm unto the said John  
 Bouton Esq<sup>r</sup>, and to his heirs, all that piece parcel and tract of  
 land situate lying and being on Charleston neck, in State  
 aforesaid, on which she now resides, also all her right and title to  
 Down in a Tract of land situate in Columbia, and in another  
 Tract of land situated at Goose Creek in the State aforesaid, and

also three negroes Hercules, Jacob and Amy, with their future increase  
 also a debt due to her from the said John Briton West of about one  
 thousand Dollars, together with all the plate, furniture, Horse and  
 Chair Cart Stack of Cattle and all and singular the Good, Chattels  
 rights credits, Chases in Action, estate and effects mentioned and  
 contained in the schedule hereunto annexed, and also of and in all  
 manner of estate and effects of whatsoever nature and kind of her the  
 said Hannah Toms or of any person or persons in trust for her, in pos-  
 session, remainder, reversion or expectancy, Do have and to hold  
 all and singular the Estate aforesaid unto the said John Briton  
 West his heirs Executors and Administrators, upon the special trust  
 and confidence nevertheless, to the use, for the intents and purpo-  
 ses, with under and subject to the powers, provisions, declarations  
 and agreements herein after limited expressed and declared of and  
 concerning the same, That is to the use of the said Hannah Toms  
 her heirs and assigns untill the said intended marriage shall  
 be had, and forth and immediately after solemnization thereof  
 to the joint use of the said John Bates and Hannah his wife for  
 and during their joint lives, and to the use of the survivor of  
 them, for and during the life of such survivor, but from and  
 immediately after the several deceases of them the said John Bates  
 and Hannah his wife, and the decease of the survivor of them, -  
 to the use of all and every the Child or Children of the Body of the  
 said Hannah by the said John Bates begotten share and share  
 alike if more than one, and to the heirs of such Child or  
 Children for ever, but in default of such Child or Children  
 living at the time of the death of the said Hannah, then to  
 such use and uses intents and purposes as the said Hannah  
 by her last Will and Testament in writing, or any writing purport-  
 ing to be the her last Will and Testament, to be by her sealed and  
 delivered, witnessed and attested according to law, shall direct  
 limit and appoint, and for the want of such last Will and ap-  
 pointment, then and in that case, to such uses intents and  
 purposes as the law of the land direct in cases of persons dying  
 intestate: And the said John Bates and Hannah his intended  
 wife, and his her and their heirs, and every other person or persons,  
 claiming or to lawfully claim any Estate title or interest of in  
 and to the aforesaid premises, shall and will from time to time and at  
 all times hereafter upon every reasonable request to be made for  
 that purpose, make do acknowledge execute or procure to be made.

done and executed, all and every such further and other lawful & reasonable act and acts, Deed and Deeds, Conveyances and assurances in law whatsoever, for further assuring, conveying, vesting and confirming these presents, and all and singular the Estate and Effects of the said Hannah, at the time of her said Marriage, in possession remainder reversion or expectancy, for the several uses trusts intents and purposes powers provisions declarations and agreements herein before limited and declared as the said John Britton Next His Heir, or any of the parties interested in the premises, their or any of their counsel learned in the law shall devise advise and require, and it is hereby covenanted and agreed upon by and between the parties to these presents that the said John Britton Next shall and will faithfully discharge and execute the office and duties of Trustee, and therefor shall be fully indemnified against all costs charges and detriment in and about the premises, In Witness whereof the parties to these presents have hereunto set their Hands and seals the Day and year first above written

Signed Sealed and Delivered  
 in the presence of Henry Fickling  
 John Girardeau Senr. Benj R Porter

A Schedule of the Estate and Effects in the aforesaid Deed alluded to, and to the said Deed annexed, that is to say; a House and Lot or Tract of Land situated on Charleston Neck now in the use and occupation of the said Hannah Tims, a right and Claim of Dower of in and to a Tract of Land in Columbia, and also of in and to another tract of Land at Goose Creek, three Negroes named Hercules, Jacob and May with the future issue and Increase of the said May, a debt or demand due by John Britton Next of about one thousand Dollars, of Plate one dozen table Spoons, nineteen tea Spoons three silver Ladles a pair Sugar Tongs, a Cream Jug and a pair Spoon of Furniture one Mahogany head Stead, two feather Beds and Mattresses a full suit of Bed and Window Curtains with every other article of bedding for two Beds, one Desk, a family Bible, and sundry other Books, House hold and Kitchen Furniture complete, one Horse and Chair, one Cart and a Stock of Cattle and Goats

Witness  
 Henry Fickling  
 John Girardeau Senr.  
 Benj. R. Porter

John Oates  
 Hannah Tims  
 John B. Next

State of South Carolina, Charleston District sp. Personally -  
 appeared John Gerardson Junr. who being duly sworn made  
 oath that he saw John Bates, Hannah Sims and John B. Keys  
 severally sign, seal and as their respective Act and Deed -  
 deliver the within Marriage Settlement and the Schedule  
 therein annexed to and for the purposes therein sett forth -  
 and that he this Deponent together with Henry Dickling  
 and Benj<sup>n</sup> Porter, subscribed their names as Witnesses to the  
 due Execution of the same John Gerardson Junr.  
 Sworn before me the 21<sup>st</sup> May 1806 Ch<sup>r</sup> Glover J.P.  
 Recorded 5<sup>th</sup> September 1806. —

State of South Carolina, Charleston  
 District. This Indenture made the thirtieth  
 day of August in the year of our Lord one thousand eight  
 hundred and six; and of the Independence of the united  
 States of America the thirtieth, between Asa Thornton  
 of Charleston in the District and state aforesaid Grocer with  
 the privity and consent of Catharine his wife of the one part;  
 and John Langton of the same place Grocer of the other part.  
 Whereas the said Asa and Catharine have considered  
 that it will be proper and expedient for the said Catharine  
 his wife from sundry good causes and reasons, but particu-  
 larly by the making provision for their future Issue to  
 become a sole and separate Dealer or trader in keeping  
 a store and Millinery Shop and buying, Selling,  
 bartering, Exchanging and retailing all kinds of  
 goods, wares, and Merchandise, or, in such other way  
 and manner as she may think best or most profitable and  
 advantageous in order to do which the said Catharine  
 hath obtained a credit in this place free from any  
 engagement contract or concern of her said husband,  
 And to that end the said Asa Thornton hath agreed that  
 the said Catharine shall have and enjoy all the  
 privileges and advantages of a sole and separate  
 trader or dealer in as full and ample a manner as any  
 sole and separate trader or dealer by ~~the~~ <sup>the</sup> laws usage  
 and custom of this State now hath or may hereafter have  
 exercise and enjoy. Now this Indenture Witness-  
 eth that the said Asa Thornton for and in consideration

of the sum of five Dollars current money of the state aforesaid to  
 him in hand paid by the said John Langton at and before the  
 Sealing and delivery of these presents the receipt whereof is  
 hereby acknowledged, he the said ~~John~~ Thornton for himself  
 his Heirs, Executors, Administrators and Assigns both covenants  
 promised, granted and agreed and by these presents doth cove-  
 nant, promise grant and agree to and with the said John  
 Langton his Heirs, Executors, Administrators, and Assigns.  
 In Trust to and for ~~the~~<sup>the</sup> separate use, benefit and behoof of the  
 said Catharine his wife in manner and form following  
 that is to say, that the said Catharine his wife, from, and  
 immediately after the day of the date hereof notwithstanding  
 her coverture may have and exercise the business  
 and trade of a sole and separate Dealer in buying and  
 selling and Millinery business, and in buying, selling,  
 bartering, exchanging and retailing all kinds of goods,  
 wares, Merchandises and commodities whatsoever in Char-  
 lston District or elsewhere and in such other way and manner as  
 she may think fit or find most profitable and advantageous. —  
 And that she shall and may enjoy all the privileges and Advan-  
 tages of a sole and separate Dealer in as full and ample a man-  
 ner to all intents and purposes whatsoever as any separate dealer  
 may, might or can have her coverture or any Impediments  
 notwithstanding. — And that he the said ~~John~~ Thornton  
 shall not ~~nor~~<sup>nor</sup> will not at any time molest, trouble or  
 interrupt her the said Catharine in such her buying,  
 selling, bartering, exchanging and retailing, or other exercise  
 of any business as a sole trader, nor dispossess her of any of the  
 Money, Stock, Estate, Effects or profits that shall or may be  
 gotten or acquired in her separate and sole trade and dealing  
 but the same shall remain and be to and for her own  
 sole, separate and distinct use, and not on any account  
 liable or subject to the contracts, debts or uncumbrances  
 of the said ~~John~~ Thornton; he the said ~~John~~ Thornton by these  
 presents relinquishing and disclaiming all right,  
 title and Interest which he may or might have thereto  
 and fully authorising and empowering the said Catharine  
 notwithstanding her coverture by any writing under  
 her hand and seal duly executed and published in the  
 presence of two or more credible witnesses to give, alter



dispose or devise all or any part of the said money stock Estate, Effects and rights in such manner and to such person or persons as she the said Catharine shall think fit. And the said Aca for himself his heirs Executors Administrators and Assigns doth hereby further covenant, promise, grant and agree to and with the said John Langton his Executors and Administrator that he the said Aca Thornton shall not, nor will not receive any sum or debt that shall be due or owing to the said Catharine as a sole trader unless in her absence, and then to and for her only use and benefit nor shall nor will release or discharge the said debts or any action to be brought for recovery thereof, or hinder prevent disturb or intercept the said Catharine her Heirs, Administrators or Assigns in suing for and recovering any part of the monies, debts, stock and effects that may from time to time be acquired and gotten by such her separate trade and dealing hereby empowering and authorizing her and them and her and their Attornies to use the name of him the said Aca Thornton in all suits or ~~cases~~ actions to be commenced or prosecuted on account of the premises. In Witness whereof the said parties to these presents have hereunto set their hands and seals on the day and in the year first above written Aca Thornton L.S. John Langton L.S. Catharine Thornton L.S. signed sealed and delivered in the presence of witnesses Niennck Vos, Anthony Menneken Charleston Jr. Anthony Menneken made oaths that Aca Thornton John Langton and Catharine Thornton signed sealed and delivered this Instrument & writing for the purposes therein mentioned, and that he with Niennck Vos witnessed the same Sworn 17<sup>th</sup> Sept. 1806 before D<sup>r</sup> J<sup>r</sup> Pasmore C. P.  
Recorded 17<sup>th</sup> Sept. 1806.

South Carolina. To all and to whom these presents may come or concern I Rosanna Phares of the City of Charleston in the State aforesaid Widow do send greeting. Whereas I the said Rosanna

Thus by my bond or obligation am lawfully and  
 rightfully seized and possessed in my own right  
 of the following fifteen negro slaves to wit Derry,  
 Sandy, Vilot, Thomas, Sally, Mosca, Sylvia,  
 March, Delia, Johnny, Tobias, Bob, Molley,  
 Fortune, and Susannah which said several  
 and respective negroes were some time since  
 purchased by me of and from Samuel  
 Gourdine, William Bell, and the estate of  
 Henry Ravenel as in and by the several  
 bills of sale reference being had will fully  
 appear. Now know ye and these presents  
 witness that I the said Rosanna Theus  
 for and in consideration of the natural love  
 and affection which I have and bear for  
 and towards my Grand Daughter Caroline  
 Eliza Theus the oldest child of my daughter  
 Mary Theus her by her present husband  
 James Theus and also for and in consideration  
 of the sum of ten dollar some in hand paid by  
 John Palmer Junior and Joseph Palmer both  
 of the Parish of St. Stephens Partee in the State  
 aforesaid Planters at the time of the execution  
 hereof the receipt and payment whereof I do hereby  
 acknowledge have given granted bargained sold  
 and delivered And by these presents do give  
 grant bargain sell and deliver unto the said  
 John Palmer Junior and Joseph Palmer and the  
 Survivor of them and the Executors Administrators  
 and assigns of such Survivor all the above mentioned  
 negro slaves to wit Derry, Sandy, Vilot, Thomas,  
 Sally, Mosca, Sylvia, March, Deliah, Johnny, Tobias,  
 Bob, Molley, Fortune and Susannah And all  
 my right and title unto them and each and  
 every of them together with the present and  
 future issue and increase of all the female  
 slaves I have and to hold all and singular  
 the aforesaid negro slaves and every of them  
 with their issue and increase and all my right and  
 title thereto unto the said John Palmer Junior and

Joseph Palmer and the Survivor of them and the Executors Administrators and assigns of such Survivor nevertheless upon such trusts and too for such ends intents and purposes as are hereinafter mentioned expressed and declared of and concerning the same that is to say upon trust that they the said John Palmer Junior and Joseph Palmer and the Survivor of them and the Executors Administrators and assigns of such Survivor shall and do stand possessed of all and singular the negroes aforesaid hereby given and granted or intended so to be unto my said grand daughter Caroline Eliza Theus until she the said Caroline Eliza Theus shall attain her age of twenty one years or be married which ever may first happen And upon this further trust and confidence that until my said grand daughter the said Caroline Eliza Theus shall attain her said age of twenty one years or be married they the said Trustees shall and will receive and pay appropriate & apply the profits and proceeds arising from the said negro slaves and every of them first towards the maintenance education and support of my said grand child the said Caroline Eliza Theus and from and immediately after my said grand child shall have attained her said age of twenty <sup>one</sup> years or be married which ever may first happen then the trust estate hereby created shall immediately cease determine and become altogether null and void and the said negro slaves and every of them shall immediately become vested absolutely in my said grand child the said Caroline Eliza Theus his heirs assigns for ever freed and altogether discharged from the trust created by this Deed of Gift provided always nevertheless that my said grand child the said Caroline Eliza Theus shall hold and remain absolutely vested with the property hereby given her subject however and liable to the payment