

so that the same or any or either of them shall not be in the power
 or disposal of the said Robert Campbell Thompson or be in any
 wise subject to his debts and also for and in consideration of the
 sum of ten Shillings lawful money of the State of Georgia afore-
 said by the said Robert Rae and Robert Mc Cormick to the said
 Robert Campbell Thompson at or before the sealing and delivery
 of these presents in hand well and truly paid the receipt whereof
 the said Robert Campbell Thompson doth hereby confess and acknowledge
 and thereof and of and from the same doth account release exonerate
 and discharge the said Robert Rae & Robert Mc Cormick their
 or either of their executors or administrators by these presents He
 the said Robert Campbell Thompson hath granted bargained assigned
 transferred and set over and by these presents doth grant bargain
 assign transfer and set over unto the said Robert Rae & Robert Mc Cormick
 and the survivor of them their or either of their executors & administrators
 the said several tracts or parcels of land and Negroe Slaves named Chester
 Benny Clarinda & Sandy and the issue and increase of the said female
 Slaves named Benny and Clarinda and also the said several Goods
 Chattels and effects in the said list or schedule hereunto annexed To
 have and to hold the said several Lands Negroe Slaves Goods Chattels
 and effects in the said list or schedule hereunto annexed mentioned &
 also the issue and increase of the said female Slaves named Benny &
 Clarinda unto the said Robert Rae & Robert Mc Cormick their or either
 of their executors and administrators in trust nevertheless and to and
 for the several uses intents and purposes herein after mentioned
 expressed and declared of for and concerning the same that is to say
 in trust and to the use and behoof of the said Esther Irwine untill
 the said Marriage shall take effect and from and after the said Mar-
 riage shall take effect then to the use of the said Robert Campbell Thompson
 and Esther Irwine his intended wife for and during the natural
 life of the said Esther Irwine but so as not to subject the said several Lands
 Negroe Slaves Goods Chattels and effects or any or either of them to the
 payment of the debts of the said Robert Campbell Thompson or to be sold
 and sold on account thereof and from and after the decease of the said
 Esther Irwine then to the use and behoof of Abraham Tweedie Ann Tweedie
 and Alexander Tweedie Mary & Robert Irwine minors sons and
 Daughters of Robert Tweedie and Joseph Irwine by Esther once Tweedie
 late Irwine Widow alias Esther Irwine a party hereto and to
 their several and respective executors administrators and assigns for
 ever

ever and for no other intent or purpose whatsoever and the said Robert Campbell Thompson doth hereby for himself his executors and administrators covenant promise and agree to and with the said Robert Rae and Robert M Corneek their executors and administrators that he the said Robert Campbell Thompson his executors and administrators shall and will at any time after the solemnisation of the said intended marriage make do and execute all and every such deeds conveyances or Bargains and sales or other acts matters or things as the counsell learned in the Law of the said Robert Rae and Robert M Corneek their executors or administrators shall direct or advise for the better and more effectual conveying and transferring assigning and securing of all and singular the said several Lands Negro Slaves Goods & Chattels and effects and the issue and increase of the said female Slave unto the said Robert Rae and Robert M Corneek their executors and administrators in trust and to and for the use and purposes before mentioned according to the true intent and meaning of those presents in witness whereof the said parties to these presents their hands and Seals interchangeably have set the day and year first above written

Signed sealed and delivered
in the presence of the interlineation
in the 10th line of 2^d side from the top
being first made)

Esther Irving (2)
Rob^t C Thompson (2)

John Tweedell

Sam^l Whitefield C.

List or Schedule mentioned in the annexed deed of the Negro Slave
Goods Chattels and Effects belonging to Esther Irvine

1 Bedstead Bed and Bedding

4 Pine Tables

12 Chairs

1 Bedstead Bed Bedding

1 Bed and Bedding

1 Bedstead Bed & Bedding

1 Desk Table and Chair

1 Silver Watch and 6 Tea Spoons

2 Pine Benches

4 " "

2 pr. of hand Irons

1 Kitchen Kettle 2 Tea Boards Knives &

Forks Bowls and Crockery ware

2 Horses, sundry Kitchen Furniture

Pewter Plates and Dishes

4 Hogs. sundry Casks of Rum

3 Pewter Measures 1 Gun

1 Cask of Tobacco

1 pair of Still yards

1 piece of Check Linnen 25 yards

1 Negroes Chester

1 ditto Jenny

1 ditto Clarinda

1 ditto Sandy

State of South Carolina

Charleston District } Personally appeared Doctor John
Love late of the State of Georgia who being duly sworn made
oath that he was well acquainted with James Whitfield whose
name is subscribed as a witness to the execution of the within
Indenture and with the manner and form of his writing
his name and that he verily believes the within signature
of James Whitfield to be the proper hand writing of the said James
Whitfield - Sworn to this 3^d day of October 1786 before

Recorded the 12th October 1786

State of Georgia Secretary Office ^{12th Oct 1786} Recorded in Book HH fol Peter Freneau S.P.
90 a 92 of 8th by John Nulton pro Secretary

This Indenture made the nineteenth day of July in the
year of our Lord one Thousand seven hundred and seventy three
between William Glen of Charleston Merchant of the one part
and Alexander Michie of the same place Merchant of the other
part whereas the said William Glen on his Marriage with
Margaret Glen his present wife did by deed settle upon her &
several Negroes as provision for her in case she should survive
him And the said William Glen hath lately sold three of the
said Negroes to wit Sammy, Bob & Lewis Now this Indenture
witnesseth that the said William Glen in order that the said
provision may not be lessened and in consideration of the sum
of ten Shillings lawfull money of South Carolina to him in
hand paid by the said Alexander Michie at or before the
sealing and delivery of these presents the receipt whereof is
herely acknowledged by said William Glen and thereof and every
part thereof doth herely acquit exonerate and discharge the
said Alexander Michie his Executors and assigns by these presents
hath Bargained sold assigned and transferred and made over
and by these presents he the said William Glen for himself his
Executors and assigns Doth Bargain sell assign transfer
and make over unto the said Alexander Michie his Executors
and assigns all those three Negroes named Dinah, Sally
and Polly and all their and each of their future increase
and all benefit profit and advantage of them and every of
them to have and to hold the said three Negroes Dinah,
Sally and Polly with their and each of their future increase
and all benefit profit and advantage thereof unto the said
Alexander

Alexander Michie his Executors and admors to the several uses in-
 tents and purposes and subject to the trusts proviso Limitations &
 agreements hereinafter mentioned and expressed, that is to say
 to the use of the said Margaret Glen her Executors admors and
 assigns for ever and in trust that the said Alexander Michie
 his Executors and admors shall and will at any time during
 the life or after the death of the said Margaret Glen at the
 expense and charges of the said Margaret Glen her Executors ad-
 mors and assigns make and execute such further or other
 Grant Deed or Bill of sale of the said three negroes Dinah.
 Sally, and Polly as the said Margaret Glen whether sole or
 married shall by any deed or by her last will and Testament
 in writing executed in the presence of three or more credible
 witnesses direct limit or appoint and the said William &
 Glen for himself his Executors admors & assigns doth by
 these presents covenant promise and agree that he and they
 shall and will the said three negroes Dinah, Sally & Polly
 with their future increase to the said Alexander Michie
 his Executors and admors against all persons whomsoever
 warrant and forever defend according to the true intent and
 meaning of these presents In witness whereof the said &
 parties have hereunto set their hands and seals the day &
 year first above written

William Glen (L.S.) Alex. (L.S.) Michie

Signed sealed and Delivered
 in the presence of - -

Rob. Crab
 Tho. Phepoe

State of South Carolina }
 Charleston District }
 I, Mr. Robert Crab who being duly
 sworn made oath that he was present
 and saw William Glen and Alexander Michie sign seal
 and as their act and deed deliver this instrument of writing to
 for the uses and purposes therein mentioned and that he the
 Depoent together with Thomas Phepoe subscribed their names
 as witnesses to the due execution of the same

Sworn to the 16th day of October 1786 before me
 Recorded the 16th October 1786 D^y Maryak S^r

This Indenture tripartite made the nineteenth day of August in the year of our Lord one thousand seven hundred and eighty six and in the eleventh year of the sovereignty and Independence of the united States of America Between Mary McCullough widow and relict of John McCullough late of Saint Johns Parish in the State of South Carolina Gentleman deceased of the first part Samuel McCormick of the parish and State aforesaid practitioner of Physick of the second part and Peter Faysou of the city of Charleston and State aforesaid Physician and Zachariah Villeponteux of the district of Charleston and State aforesaid planter of the third part Whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Mary McCullough and the said Samuel McCormick And Whereas the said Mary McCullough is now possessed in her own right of and in a considerable personal Estate consisting of nine Negroe Slaves hereinafter particularly mentioned and also a Bond herein after recited And Whereas upon the treaty and previous to the intended Marriage aforesaid it hath also been and is stipulated and agreed between the said Mary McCullough and Samuel McCormick that the said nine Negroe Slaves and also the said Bond or obligation shall be by her granted bargained delivered sold and assigned to and vested in them the said Peter Faysou and Zachariah Villeponteux and the survivor of them and the executors and administrators of such survivor to and for the several uses trusts intents and purposes herein after mentioned limited expressed and declared of and concerning the same Now this Indenture witnesseth that in pursuance of the said recited agreement and in consideration of the said intended Marriage and also in consideration of the sum of ten Shillings Sterling Money of the said State to the said Mary McCullough in hand now paid by the said Peter Faysou and Zachariah Villeponteux the receipt whereof is hereby acknowledged and for divers other good and valuable causes and considerations her therunto especially moving she the said Mary McCullough by and with the knowledge privacy and consent and approbation of the said Samuel McCormick her intended Husband testified by his being a party to and executing of these presents hath given granted bargained sold and assigned and by these presents by and with the privacy consent and approbation of the said Samuel McCormick doth give grant bargain sell and assign unto the said Peter Faysou and Zachariah Villeponteux and the survivor of them and the executors and administrators of such

such survivor for ever ^{all those} nine Male and female Slaves
 herein after named that is to say Bob, Scipio, Belinda, Tina, Isabella, Daphne, Nesty, Melisa and patience with the future issue and increase of the said female Slaves AND also a certain Bond or obligation from the said Peter Faysoux partly hereto to the said Mary McCollough also partly hereto bearing date the sixteenth day of June in the year of our Lord one thousand seven hundred and eighty six aforesaid in the penal sum of six hundred Pounds Sterling Money with a condition thereunder written for the payment of the sum of three hundred Pounds like money by even and equal installments on the several days and times following that is to say the first to be made and paid on the sixteenth day of June in the year of our Lord one thousand seven hundred and eighty seven the second on the sixteenth day of June in the year of our Lord one thousand seven hundred and eighty eight the third and last on the sixteenth day of June which will be in the year of our Lord one thousand seven hundred and eighty nine with Lawfull Interest for the same from the date of the said Bond or obligation as in and by the said Bond or obligation and condition reference thereunto being had may more fully appear To have and to hold all and singular the said nine Negro Slaves with the future issue and increase of the female Slaves and also the said Bond or obligation with the Interest to grow and become due and payable thereon unto the said Peter Faysoux and Zachariah Villeponteux and the survivor of them and the Executors administrators and assigns of such survivor for ever upon this special trust and confidence nevertheless and to the several uses intents and purposes herein after declared concerning the same and to no other use intent ^{20th} purpose whatsoever that is to say in trust for and to the use of the said Mary McCollough untill the said intended marriage shall take effect and immediately from and after the solemnization of the said intended marriage then in trust for and to the use of the said Mary McCollough and Samuel McCormick for and during the term of their joint lives but so as not to be subject or liable to be seized sold or extended for payment of any debt or contract of him the said Samuel McCormick and in case the said Mary McCollough should survive the said Samuel McCormick then immediately from and after the decease of the said Samuel McCormick in trust for the said Mary McCollough her Executors administrators and assigns to the only proper use benefit and behoof of the said Mary McCollough her Executors administrators and assigns forever free from all debts and incumbrances of the said

Samuel

Samuel M McCormick as aforesaid But in case the said Samuel M McCormick should survive the said Mary M Collough then immediately from and after the death of the said Mary M Collough in Trust for the said Samuel M McCormick his Executors administrators and assigns to the only proper use benefit and behoof of the said Samuel M McCormick his Executors administrators and assigns absolutely forever and the said Samuel M McCormick for himself and his Executors and administrators doth hereby covenant promise grant and agree to and with the said Peter Faypoux and Zachariah Villeponteux and the survivor of them and the executors and administrators of such survivor or any or either of them in manner and form following that is to say that he the said Samuel M McCormick his Executors and administrators shall and will from time to time and at all times hereafter upon the reasonable request and at the proper costs and charges of the said Peter Faypoux and Zachariah Villeponteux or the survivor of them or the executors or administrators of such survivor or any or either of them to make and execute or cause or procure to be made done & executed all and every such further and other Lawfull and reasonable act and acts thing and things conveyances assignments and assurances whatsoever as well for the corroborating and strengthening of these presents as also for the further and better granting bargaining selling assigning & assuring of all and singular the herein before mentioned and intended to be hereby granted bargained sold and assigned premises unto the said Peter Faypoux and Zachariah Villeponteux and the survivor of them and the executors and administrators of such survivor as by their or any or either of their counsellors learned in the Law shall in that behalf be reasonably advised devised or required In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and delivered
in the presence of
Keat Simons
George Tunno
South Carolina

Sam M McCormick (L.S.)
Mary M Collough (L.S.)
Peter Faypoux (L.S.)

Charleston District & Personally appeared Keating Simons Esq
who being duly sworn made oath that he was present and
saw

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saw Samuel McCormick Mary McCullough and
Peter Faysoua Esq^r sign seal and as and for their act and
deed deliver the within indenture for the uses intents &
purposes within mentioned and that he this dep^o-
-ment together with George Tunns subscribed their
names as witnesses to the due execution of the same
Sworn to this 27th day of October 1786 before
Recorded 28th October 1786 Peter Fremeau J^r C.

South Carolina

This Indenture made the Twinty Sixth day of May in the
Year of our Lord one thousand Seven hundred and eighty Six Between
Susanna Shubrick Widow of the first Part Thomas Bee Esq^r of the second
Part and William Heyward Esq^r of the third part Whereas a Marriage
is soon to be had & solemnized by & between the Said Thomas Bee and
Susanna Shubrick and she is seized & possessed in her own right of a
Plantation or Tract of Land Situate in the Parish of St. James Goosecreek
containing Nine hundred and fifty Acres or thereabouts adjoining
Lands of Ralph Izard, John Parker, & John Hager Esq^r and is also
intitled to one third part of the Personal Estate of Richard Shubrick
Esq^r deceased her late Husband which may remain after Payment of the
debts & settling the Affairs of the Said Estate And whereas it is mutually
agreed upon by & between the Said Thomas Bee and Susanna Shubrick
in consideration of the Said Marriage taking effect that all and singular
the Estate of the Said Susanna as well Real as personal shall be settled
& conveyed in Trust to and for such uses & purposes & under such
limitations & restrictions as are herein after Mentioned and declared
and that it shall and may be lawful to and for the Said Susanna
Shubrick notwithstanding her Coverture either by her last Will and
Testament or any deed in Writing under her hand & Seal to be duly
executed to Give, devise assign and dispose of the whole or any part of
her Said Estate to such Person or Persons and in such Way and Manner
as she shall think fit Now this Indenture Witnesseth That in consideration
of the Said intended Marriage and for the better effecting and carrying
into Execution the Said agreement and in consideration also of the Sum
of five Shillings Sterling to the Said Susanna Shubrick by the Said
William Heyward in hands at and before the Sealing & delivery of this
presents Well and truly paid the Receipt whereof is hereby acknowledged
and for divers other good causes and consideration As the Said Susanna
Shubrick by and with the knowledge consent and express agree-
ment of the Said Thomas Bee testified by his made a party to and
Signing and Sealing of these hath granted Bargained Sold
allured

aliened released transferred and Set over and by these presents
 with grant bargain sell alien lease transfer and Set over unto
 the Said William Heywards his heirs and Assigns forever all
 and Singular the Said Plantation or Tract of Lands at Goswreck
 containing Nine hundred & fifty Acres more or less Together with
 the Houses Buildings Gardens Orchards Woods Fences Timbers
 Waters Ways Paths Passages Profits Emoluments Privileges Hov-
 detaments Rights Members and Appurtenances whatsoever
 to the Same belonging or in anywise appertaining and the
 Reversion and Reversions Remainder and Remainders Rents
 Issues and Profits thereof And also all and Singular the
 Personal debts of the Said Susanna Shubrick which she is or
 will be entitled to as aforesaid or by any other Way or means
 whatsoever To have and to hold the Said Plantation or Tract of
 Lands with the Accreditments and Appurtenances thereunto
 belonging and all other the Estate of the Said Susanna Shubrick
 above mentioned unto the Said William Heywards his heirs
 Executors Administrators and Assigns forever upon the Special
 Trust and confidence Nevertheless and to and for the Several
 Uses Intents and Purposes herein after mentioned and expressed
 and to and for no other use intent or Purpose whatso ever that
 is to say To the Sole & Separate use benefit and behoof of the
 Said Susanna Shubrick during her Life notwithstanding her
 Said intended Marriage without being Subject to the control
 of the Said Thomas Bee with full Power and Authority to
 and for her the Said Susanna notwithstanding her Coverture
 to make her Last Will and Testament or any other deed in Writing
 under her hand and Seal duly executed and thereby to devise grant
 Give bargain Sell and dispose of all and every or any Part
 of the Said Real and Personal Estate So settled as aforesaid
 to such person and persons his her and their heirs and Assigns
 and for such uses and purposes as she shall think proper
 And upon this further Trust and Confidence That in Case the
 Said Susanna should die in the life Time of the Said Thomas
 Bee her Intended husband without having made such last Will
 & Testament or other deed in Writing then the Said Estate Real &
 Personal shall be & remain to the Sole use & behoof of Mary &
 Susanna Shubrick the two Daughters of the Said Susanna & the
 Survivor of them their heirs and Assigns forever but in Case of their
 deaths before their Mother or before their arrival to the Age of Twenty
 one Years or day of Marriage & without Issue then to the use and
 behoof of any Issue Child or Children if more than one of the Said
 Thomas

But and Susanna Shubrick to be begotten his her and there heirs
 and assigns forever and upon this further Trust and Confidence that
 in case the said Susannah shall at any Time during her Coverture
 as aforesaid be minded to sell or dispose of the premises or any Part
 or Parcel thereof which he hath hereby full Power to do That the said
 William Heyward his Executors or Administrators do and shall
 execute and deliver legal and sufficient deeds and Conveyances such
 as Counsel may advise for the conveying to such Person or Persons
 their heirs & assigns to whom the said Susanna shall direct sell limit
 or appoint the same and shall appropriate the Monies to arise from
 the sale thereof to and for the same uses and purposes as the said
 Estate is herein limited and secured and upon this further Trust
 and Confidence that if the said Susanna shall survive the said Tho^s
 But then the said William Heyward his Executors or Administrators
 shall and do by good & sufficient deeds & conveyances convey the
 whole of the said Trust Estate unto the said Susannah to be from
 thenceforth at her own absolute Will and Testament forever And the
 said Thomas But doth covenant and agree with the said William
 Heyward that he shall and will at all Times upon the reasonable
 request of the said William make do and execute such further & other
 reasonable Acts Conveyances and Assurances in the Law for the further
 better & more perfect settling and conveying the premises or any Part
 thereof unto the said William Heyward to and for the uses and
 purposes herein before mentioned & appointed as by him shall be
 reasonably advised & required In Witness whereof the said Parties
 to these Presents have hereunto Interchangeably set their hands
 and Seals on the day and Year first within written -
 Signed and delivered in the presence of
 Maria Heyward -
 E. Ferguson -
 State of South Carolina
 Charleston District -
 Personally appeared Mrs. Maria Brailsford
 (the wife of William Brailsford of
 Charleston aforesaid Merchant) heretofore Maria Heyward who being duly
 sworn made oath that she was present and saw Mr. Susanna Shubrick
 Tho^s But and W^m Heyward Esq^r sign Seal and as their Act and deed
 deliver this Marriage Settlement to and for the uses and purposes therein
 mentioned and that she the Reponent together with E. Ferguson subscribed
 their Names as Witnesses to the due Execution of the same Sworn to the 14th
 day of November 1786 Before me D. Mazyck! JP!
 Recorded 14th Nov. 1786

Presence of
 Maria Heyward -
 E. Ferguson -

Tho^s But - (LS)
 W^m Heyward - (LS)

State of South Carolina
 Charleston District -

Personally appeared Mrs. Maria Brailsford
 (the wife of William Brailsford of
 Charleston aforesaid Merchant) heretofore Maria Heyward who being duly
 sworn made oath that she was present and saw Mr. Susanna Shubrick
 Tho^s But and W^m Heyward Esq^r sign Seal and as their Act and deed
 deliver this Marriage Settlement to and for the uses and purposes therein
 mentioned and that she the Reponent together with E. Ferguson subscribed
 their Names as Witnesses to the due Execution of the same Sworn to the 14th
 day of November 1786 Before me D. Mazyck! JP!
 Recorded 14th Nov. 1786

This Indenture Testaments made the Twenty Sixth day of June
 in the Year of our Lord one thousand Seven hundred and Eighty six
 and the Tenth Year of American Independence. Between Jacinth De
 LaVal of the Parish of St. James Gore Creek in Brinkley County in
 the Province of South Carolina Buks and Tills Maker of the first
 Part Rebecca Withers of the Same Place of the Second Part and John
 Withers and Peter Samplet both of the Same Place Planters of the
 Third Part Whereas a Marriage is (by Gods Permission) intended
 to be shortly had and Solemnized between the said Jacinth DeLaVal
 and the said Rebecca Withers and whereas the said Rebecca
 Withers is in her own Right Lawfully possessed of the following
 Negro Slaves named Quash, Pencie, Planty, Dye, Bellow, Winton and
 Cyra if Mistrix Barrot together the said Rebecca Withers which
 said several Negro Slaves and their future Issue and Increase
 together at the Solemnization of the said intended Marriage then
 upon the further Trust and Confidence that they the said Peter
 Samplet and John Withers and the Survivor of them his Exors
 and Admins do and shall during the Joint Lives of the said
 Jacinth DeLaVal and Rebecca Withers his intended Wife sell
 and truly permit and suffer the said Jacinth DeLaVal to have
 the use occupation and enjoyment of the said several Negro Slaves
 and their future Issue and Increase and to receive and take the
 Income proceeds and profits arising therefrom to his own proper
 use benefit and behoof without any restraint Control or Interrup-
 tion of by or from the said John Withers and Peter Samplet or
 the Survivor of them his Exors or Admins or any account or pretence
 whatsoever And in Case that the said Jacinth DeLaVal shall
 die before the said Rebecca Withers his intended Wife then upon
 this further Trust and Confidence that they the said John Withers
 and Peter Samplet and the Survivor of them his Exors or Admins shall
 immediately after the death of the said Jacinth DeLaVal assign
 and deliver the said Negro Slaves and their Increase to the said
 Rebecca Withers to be enjoyed and possessed by her the said
 Rebecca Withers her Exors Admins and Assigns as her and their
 property forever And in Case the said Rebecca Withers should die
 before the said Jacinth DeLaVal then upon this further Trust and
 Confidence that they the said John Withers and Peter Samplet
 and the Survivor of them his Executors or Admins shall assign
 deliver the said Negro Slaves and their Increase to such Person

and Persons and for such use and uses as she the said Rebecca Withers shall notwithstanding her Coverture Give and grant the Same by deed or Give and bequeath the Same by her last Will and Testament in Writing Witness whereof the said Parties to their Presents have hereunto set their hands and Seals the day and Year first above written Sealed and delivered in the presence of

Jacinty Delavall (ds)
 Reb^d Withers (ds)
 John Withers (ds)
 Peter Samplet (ds)

John Calvert Junr
 Richard Fowler
 State of South Carolina
 Charleston District.

Personally appeared before me John Calvert Junr one of the Subscribing Witnesses to the aforesaid deed or Marriage Settlement who being duly sworn maketh Oath that he was present and saw Jacinty Delaval & Rebecca Withers Parties thereto & John Withers and Peter Samplet Trustees to the Same Severally Sign Seal & as their Act and deed deliver the Same for the Several uses intents and purposes therein mentioned & Richard Fowler together with this Deponent Subscribed their Names to the due Execution thereof

John Calvert Junr
 Sworn to before me this 15th November 1786.
 Recorded Nov. 16th 1786

Benjⁿ Villeproux JP

South Carolina

I KNOW all Men by these Presents that Cleland Kinloch of Charleston in the State aforesaid am holden and firmly bound and obliged unto Francis Kinloch and Thomas Simmons of the Same place Esquires in the full and just Sum of ~~ten~~ ^{ten} Thousand Pounds Sterling to be paid unto the said Francis Kinloch and Thomas Simmons their certain Attorney Executors or Administrators in trust to which payment Will and truly to be made and done I bind myself my heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated this thirteenth day of April in the Year of our Lord one thousand Seven hundred and Eighty Six -

Whereas a Marriage by Gods permission is intended to be shortly had & solemnized between the above bound Cleland Kinloch and Harriett Simmons Spinster daughter of Ebenezer Simmons late of the said State Esquire deceased And whereas the said Cleland Kinloch in Consideration of the said intended Marriage and of the Great Love and Affection which he bears to his said intended Wife hath agreed

agreed to make a Suitable Provision for her in Case his said intended Wife Should Survive him Now therefore the Condition of the above obligation is Such that if the said intended Marriage shall take effect and the said Harriott Simmons Should happen to Survive the said Cleland & Henlock then and in Such Case if the heirs Executors or Administrators of him the said Cleland & Henlock Shall well and truly pay or cause to be paid unto the said Harriott Simmons or her Assigns the clear yearly Sum or Annuity of five hundred Pounds Sterling Yearly and every year during the Term of her Natural Life to and for ^{her} ~~the~~ Sole and Separate use without any delay charge or incumbrance whatsoever (which said Annuity is hereby fully intended and declared to be a bar to any Right or Claim of Marrow which The said Harriott Simmons may hereafter have in or to any of the Lands or Tenements of her said intended husband or to any Share or title to any Part of his personal Estate under the Statute of distribution of intestate Estate Should the said Cleland & Henlock happen to die intestate) then the above obligation to be void and of none effect or else to remain in full force and Virtue

Sealed and delivered in Cleland & Henlock (S)
the presence of us. Thomas Eveleigh. John Parker Jun^r
South Carolina

Charleston district } Personally appeared John Parker Jun^r Esq^r who being duly Sworn maketh Oath that he was present and saw Cleland & Henlock Sign Seal and as his Oath & Belief the within Instrument of Writing for the Purpose therein mentioned and that he the deponent & Thomas Eveleigh Signed their Names as Witnesses to the due Execution thereof

Sworn to the 18th day of November 1786 before me
Peter Frenau D^y
Notary 18th Nov: 1786

Know all Men by these Presents that I Gabriel Manigault of the City of Charleston in the State of South Carolina Esquire am held and firmly bound unto Ralph Izard of Saint James Parish Goose Creek Esquire in the full and just Sum of Ten Thousand Pounds Sterling Money to be paid to the said Ralph Izard his

certain Attorney Executors Administrators or Assigns To which Payment well and truly to be made and done I bind myself and each and every of my heirs Executors and Administrators jointly by these Presents Sealed with my Seal and dated the thirtieth day of April in the Year of our Lord one thousand Seven hundred and eighty five and in the Ninth Year of the Independence of the United States of America.

Whereas a Marriage is intended shortly to be had and solemnized between the above bound Gabriel Manigault and Margaret Izard one of the daughters of the above named Ralph Izard And Whereas the said Gabriel Manigault in Consideration of the said intended Marriage and of the Advantage and Emoluments he is to derive therefrom and for divers other good Causes and valuable considerations him herunto moving hath agreed to and with the said Ralph Izard Trustee in this behalf specially appointed and named his heirs Executors and Administrators that he the said Gabriel Manigault shall and well within Eighteen Months after the said Marriage shall take effect or as soon there after as he shall be thereto Reasonably Requested by the said Ralph Izard his Executors or Administrators Settle and Secure out of his own Estate by proper Deeds and Conveyances in Law by him to be executed to the said Ralph Izard his Executors or Administrators the full and just Sum of five thousand Pounds Sterling Money to for and upon the several uses and Trusts herein after Specified and declared that is to say In Trust to and for the Securing the Annual Payment of the Interest on the said Sum of five thousand Pounds Sterling Money aforesaid to her the said Margaret Izard from and immediately after the death of the said Gabriel Manigault if she the said Margaret Izard should happen to Survive him for and during the Term of her Natural life But so as not to be liable or Subject to the Debts Charges or Incumbrances of him the said Gabriel Manigault and from and immediately after her death then the said Sum of Five thousand Pounds Sterling to go to, be had, taken, possessed & enjoyed by the issue of the said Marriage living at her Death the same to be equally shared and divided amongst them if more than one on his, her, or their attaining to the age of Twenty one Years or day of Marriage which shall first happen. But in Case the said Gabriel Manigault should die before the said Margaret Izard without leaving Issue or leaving Issue and such Issue should die in the Life time of the said Margaret then the said Sum of Five thousand Pounds Sterling is and it is hereby declared to be in trust to and for the sole use & behoof of the said Margaret Izard her heirs Executors Administrators

-testis

traitors and assigns forever. But in Case the Said Margareth Izards should die before the Said Gabriel Manigault then the Said Sum of Five Thousand Pounds Sterling Money aforesaid to revert back and become the absolute unconditionall Property of him the said Gabriel Manigault Now the Condition of the above obligation is Such that if the Said Gabriel Manigault shall in all Things well and truly abide by perform and execute the said Cited Marriage Agreement then the above Obligation to be void or otherwise to remain in full force and Value

Sealed and delivered in the presence of Gabl Manigault (Sd)
 Cleland Kinloch, Tho Middleton,

Whereas the within mentioned Gabriel Manigault hath Secured the Payments of the within Specified Bonds of five Thousand Pounds by Specifically charging the Same in his Plantations known by the Name of Manigaults Ferry, and the Oaks by certain Indentures of Lease and Release bearing date respectively the thirtieth and thirty first days of October in the Year one Thousand Seven hundred and Eighty Six he is therefore known that the within mentioned Ralph Izards do hereby declare the within Bonds to be fully satisfied by the Execution of the Said Indentures

Witness

Ra: Izards

Charles Cotesworth Pinckney & McIntosh

Charleston Personally appeared Simon McIntosh who made District Oath that he was present and saw Ralph Izards Esq. Sign the Satisfaction for the within Bonds hereon written

Sworn to the 2^d day of December 1786

before Peter Trenchard D.

This Indenture made the thirtieth day of October in the Year of our Lord one thousand Seven hundred and Eighty Six and in the Eleventh Year of the Independence of the United States of America, Between Gabriel Manigault of Charleston in the State of South Carolina Esquire of the one part and the Hon^{ble} Ralph Izards of the One in the Parish of St. James and Joseph Manigault of the Said Parish Esquires of the other Part Witnesseth that the Said Gabriel Manigault in Consideration of five Shillings Sterling Money to him in hand paid by the Said Ralph Izards and Joseph Manigault at or before the making and delivery and delivery of these presents (the Receipt whereof is hereby acknowledged) and for other good causes and considerations him the Said Gabriel Manigault hereunto specially moving

hath bargained and sold and by these Presents hath bargained and
 sold unto the said Ralph Izard and Joseph Manigault and the
 Survivor of them and the heirs and assigns of such Survivor
 All that Plantation Parcel or Tract of Land known by the Name
 of Mount Ann or Manigaults Ferry Situate lying and being on
 both Sides of Santa River in the Parish of St. Matthew and St.
 Mark in the State aforesaid and consisting of the following Tracts
 that is to say one Tract of four hundred Acres granted to Francis
 Minlock, Another Tract of four hundred Acres granted to the same
 Person, Another Tract of four hundred Acres granted to Thomas
 Platt and by him conveyed to the said Francis Minlock also
 five hundred Acres granted to John Stroud and afterwards
 vested in Francis Minlock which said Tracts of Lands were
 conveyed in fee simple to Peter Manigault Father of the said
 Gabriel by the said Francis Minlock Also another Tract of Four
 hundred Acres of which two thirds were purchased in fee simple
 by the said Peter Manigault of the Provost Marshall and one
 third of Lewis Linder, Also another Tract of eighteen Acres granted
 to the said Peter Manigault Also another Tract consisting of four
 hundred and forty Six Acres granted likewise to the said Peter
 Manigault which said Tracts Pieces or Parcels of Lands of which
 the said Plantation of Mount Ann or Manigaults Ferry consists
 amount in the whole to Two Thousand five hundred and
 Sixty four Acres and upwards, Also all that other Plantation, Parcel or
 Tract of Land at present known and called by the Name of the Oaks
 formerly by the Name of Steep Brook Situate lying and being in
 the Parish of St. James Georcreek and containing in high Land
 and Marsh Land about Six hundred and fifty Acres more or less
 Together with all and singular the Houses Outhouses Ways Patches
 Gardens, Yards Fences Hereditaments and Appurtenances what-
 soever to the said Plantations, Parcels, or Tracts of Lands belonging
 or in anywise appertaining and the Reversion and Reversions Re-
 mainder and Remainders Yearly and other Rents Issues and
 Profits thereof and of every part and parcel thereof To have and
 to hold the said Plantations, Parcels, or Tract of Lands, and all and
 singular other the Premises herein above mentioned or intended to be
 bargained and sold and every part and parcel thereof with their and
 every of their Rights Members and Appurtenances unto the said
 Ralph Izard and Joseph Manigault and the Survivor of them
 and the heirs and assigns of such Survivor from the day next before
 the day of the date of these Presents for and during and unto the full
 end and Term of one whole Year from thence next ensuing and fully

to be compleat and ended To the intent and purpose that by virtue of these Presents and of the Statute for transferring Uses into Possession the Said Ralph Izard and Joseph Manigault may be in the actual Possession of the Premises and be thereby enabled to take and accept a Grant and Release of the Freehold Reversion and Inheritance of the same premises and of every part and parcel thereof to them and the Survivor of them and the Heirs and Assigns of such Survivor to the uses and upon the Trusts Provisions and Conditions thereof to be declared by an other Indenture intended to bear date the day next after the day of the date of these presents In Witness whereof the Said Parties to these presents have hereunto set their hands and Seals the day and Year first above written.

Sealed and delivered in the presence of *Jab. Manigault (Sd)*
Charles Jotsworth Pinckney, L. M. Intosh

This Indenture made the thirty first day of October in the Year of our Lord one thousand Seven hundred and Eighty Six and in the eleventh Year of the Independence of the United States of America Between Gabriel Manigault of Charleston in the State of South Carolina Esquire of the one part and the Honourable Ralph Izard of the Plans in the Parish of Goosecreek and Joseph Manigault of the Said Parish Esquires of the other part. Whereas the Said Gabriel Manigault did by his certain Bond or Obligation bearing date the thirtieth day of April in the Year of our Lord one thousand Seven hundred and Eighty five become bound to the Said Ralph Izard in consideration of a Marriage intended then shortly to be had and solemnized between the Said Gabriel Manigault and Margaret one of the Daughters of the Said Ralph Izard and in consideration of the advantage and emolument that he was to derive therefrom and for diverse other good Causes and valuable consideration him thereunto moving, to settle and Secure out of his own Estate by proper deeds and conveyances in the Law by him to be executed the full and just Sum of five Thousand Pounds Sterling to for and upon the Several uses and Trusts therein specified and declared That is to Say in Trust to and for the Securing the annual Payment of the Interest on the Said Sum of five Thousand Pounds Sterling Money aforesaid to her the Said Margaret Izard from and immediately after the Death of the Said Gabriel Manigault if she the Said Margaret Izard should happen to Survive him for and during the Term of her Natural Life but so as not to be liable or Subject to the debts Charges, or Incumbrances of him the Said Gabriel Manigault and from and immediately after her death then the Said

Said Sum of five Thousand Pounds Sterling to go to, be had, taken possession of and enjoyed by the Issue of the Said Marriage living at her Death the same to be equally shared and divided amongst them if more than one on his her or their attaining to the Age of Twenty one Years or day of Marriage which shall first happen. But in Case the Said Gabriel Manigault should die before the Said Margaret Izard without leaving Issue, or leaving Issue, and such Issue should die in the Life Term of the said Margaret then the Said Sum of five thousand Pounds Sterling is and it is hereby declared to be in Trust to and for the Sole use and Behoof of the said Margaret Izard her heirs Executors Administrators and Assigns forever. But in Case the Said Margaret Izard should die before the Said Gabriel Manigault then the said Sum of five thousand Pounds Sterling Money aforesaid to revert back and become the absolute unconditional Property of him the Said Gabriel Manigault And Wherby the Said Marriage hath been duly solemnized between the Said Gabriel Manigault and the said Margaret one of the Daughters of the Said Ralph Izard Now therefore this Indenture witnesseth that in pursuance and performance of the said obligation and for the receiving the Sum of five thousand pounds Sterling therein mentioned to the Several Intents and Purposes therein and herein after mentioned and in consideration also of Ten Shillings to the Said Gabriel Manigault paid by the Said Ralph Izard and Joseph Manigault Trustees for and in Behalf of the Said Margaret, he the Said Gabriel Manigault hath granted released and confirmed, and by these presents doth grant release and confirm unto the Said Ralph Izard and Joseph Manigault and the Survivor of them and the heirs and Assigns of such Survivor (in the actual Possession of the Said Ralph Izard and Joseph Manigault now being, by virtue of a Bargain and Sale to them thereof made by the Said Gabriel Manigault for one whole Year for the consideration of five Shillings of good and lawful Money by Indenture bearing date the day before the day of the date of these presents and made between the said Gabriel Manigault of the one part and Ralph Izard and Joseph Manigault of the other and by force of the Statute for transferring used into possession Also that Plantation Parcel or Tract of Land known by the Name of Mount Anne or Manigaults Ferry Situate lying and being on both Sides of Santee River in the Parishes of Saint Matthew and Saint Mark in the State aforesaid and consisting of the following Tracts, That is to say One Tract of four hundred Acres granted to Francis Ninloch another Tract of four hundred Acres granted to the same Person. another Tract of four hundred Acres granted to Thomas Platt and by him conveyed to the Said Francis Ninloch. Also five hundred Acres granted to John Stroud and afterwards vested in Francis Ninloch which said Tracts of Land were conveyed in fee simple to Peter Manigault Father of the Said Gabriel by the said Francis Ninloch. Also another Tract of four hundred Acres of which two thirds were purchased in fee simple

by the said Peter Manigault of the Provost Marshall and one
 third of Lewis Linder. Also another Tract of Eighteen Acres granted
 to the said Peter Manigault. Also another Tract consisting
 of four hundred and forty Six Acres granted likewise to the said
 Peter Manigault which said Tracts Pieces or Parcels of Land
 of which the said Plantation of Mount Anne or Manigaults Ferry
 consists amount in the whole to two thousand five hundred and
 Sixty four Acres and upwards Also all that other Plantation
 Parcel or Tract of Land at present known and called by the Name
 of the Oaks formerly the Name of Sheep Brook. Situate lying and
 being in the Parish of St. James Goremeck and containing in
 high Land and Marsh Land about Six hundred and fifty Acres
 more or less Together with all and singular the Houses Outhouses
 Ways Passages Gardens Yards Fences Hereditaments and Appur-
 tenances whatsoever to the said Plantations Parcels or Tracts
 of Land belonging or in anywise appertaining and the Reversion
 and Reversions, Remainder and Remainders Rents Issues and
 Profits thereof and of every Part and Parcel thereof And also all the
 Estate Right Title Interest Use Trust Claim Challenge and
 demand whatsoever of him the said Gabriel Manigault in to
 or out of the Same, or any part or parcel thereof, and all Trade
 Evidences, and Writings touching or concerning the said Premises
 above mentioned and every part or parcel thereof To have and
 to hold the said Plantations Parcels or Tracts of Land and all
 and singular other the Premises hereby granted, released and
 confirmed or mentioned or intended so to be, and every part and
 parcel thereof with the appurtenances unto the said Ralph Izard
 and Joseph Manigault and the Survivor of them and the
 heirs and assigns of such Survivor forever, to and for the several
 uses intents and purposes herein after limited expressed and
 declared of and concerning the same That is to say upon Trust
 and confidence and to the Intent that the said Ralph Izard
 and Joseph Manigault and the Survivor of them and the heirs
 and assigns of such Survivor shall and do according to the
 Trusts aforesaid after the decease of the said Gabriel Manigault
 provided the said Margaret shall survive him by and out of the
 Rents Issues and Profits of the said Plantations Parcels or
 Tracts of Land above mentioned or by Sale thereof should the
 same be necessary raise the said Sum of five thousand Pounds
 Sterling and appropriate the same and the Interest to arise
 thereon to the fulfilling of the Trusts aforesaid That is to say in
 Trust to and for the Securing the Annual Payment of the
 Interest -

on the said Sum of five Thousand Pounds Sterling Money aforesaid
 to her the said Margaret Izard from and immediately after the
 death of the said Gabriel Manigault if she the said Margaret Izard
 should happen to survive him for and during the Term of her natural
 life but so as not to be liable or subject to the debts, charges or Incum-
 brances of him the said Gabriel Manigault and from and immedi-
 ately after her death then the said Sum of five Thousand Pounds Ster-
 ling to go to, be had, taken possessed and enjoyed by the issue of the said
 Marriage living at her death the same to be equally shared and divided
 amongst them if more than one on his her or their attaining to the
 Age of Twenty one Years, or day of Marriage which shall first happen.
 But in case the said Gabriel Manigault should die before the said
 Margaret Izard without having Issue, or leaving Issue, and such
 Issue should die in the life Time of the said Margaret then the said
 Sum of five Thousand Pounds Sterling is and it is hereby declared to be
 in Trust to and for the sole use and behoof of the said Margaret Izard
 her heirs Executors Administrators and Assigns forever. But in Case
 the said Margaret Izard should die before the said Gabriel Manigault
 then the said Sum of five Thousand Pounds Sterling aforesaid to revert
 back and become the absolute unconditional Property of him the said
 Gabriel Manigault Provided always and it is hereby declared that in Case
 the said Margaret should die before the said Gabriel Manigault all her
 Interest in the said Sum of five thousand Pounds Sterling Money
 shall cease determine and be utterly void to all intents and purposes and
 all and singular the said Plantations Parcels or Tracts of Land above
 mentioned shall revert back and become the absolute unconditional
 Property of him the said Gabriel Manigault his heirs and Assigns for-
 ever absolutely and totally freed and discharged from all Trusts and
 Incumbrances whatsoever And provided also that if the said Margaret
 shall survive the said Gabriel the residue of the said Premises after the
 said Sum of five Thousand Pounds Sterling Money shall be raised in
 Manner abovementioned shall revert back to the heirs or devisees as the
 case may be of the said Gabriel Manigault And the said Gabriel Man-
 gault for himself his heirs and Assigns doth covenant promise and
 agree to and with the said Ralph Izard and Joseph Manigault and
 the Survivor of them and the heirs and Assigns of such Survivor that the
 said Gabriel Manigault his heirs and Assigns shall and will from
 Time to Time and at all Times hereafter upon the Reasonable Request
 and at the proper Costs and Charges in the Law of the said Ralph
 Izard and Joseph Manigault and the Survivor of them and the heirs
 and Assigns of such Survivor make do and execute, or cause or procure
 to be made done and executed all and every such further and other laws
 and

and reasonable Act and Acts Thing and Things Deeds and Assurances in the Law whatsoever as well for the corroborating and strengthening of these Presents as also for the further and better conveying assuring assigning and confirming of all and singular the herein before mentioned Premises unto them the said Ralph Izard and Joseph Manigault and the Survivor of them and the Heirs and Assigns of such Survivor (nevertheless to the several uses upon the several Trusts Intents and Purposes and subject to the several Provisoes Conditions and Agreements herein and hereby respectively mentioned expressed and declared of and concerning the Same) as by them or their council learned in the Law, shall in that Behalf be reasonably advised or required. And it is hereby mutually agreed between all the Parties to these presents and it is expressly stipulated by them that if the said Gabriel Manigault should think proper to sell and dispose in fee simple or otherwise discharged of the above Trusts of any of the Plantations Parcels or Tracts of Land abovementioned it shall and may be lawfull for him so to do, provided he first settles and conveys other Lands within this State equal in Value with those abovementioned to the uses and on the Trusts above set forth In Witness whereof the said Parties to these Presents have hereunto set their hands and Seals the day and Year first above Written

Scaled and delivered in the presence of
 Charles Cotsworth Pinckney } Ra (LS) Izard
 S. M. Entosh } Gabl (LS) Manigault
 Jo (LS) Manigault

Received the day of the date of the within Indenture of the within mentioned Ralph Izard and Joseph Manigault the Sum of Ten Shillings being the Consideration Money within mentioned Received also from the said Ralph Izard the within mentioned Bond with an Indorsement thereon signed by the said Ralph Izard that the same hath been fully satisfied by the Execution of this Indenture

Witness
 Charles Cotsworth Pinckney } Gabl Manigault
 S. M. Entosh }

Be it remembered that it is declared by the within mentioned Ralph Izard and Joseph Manigault at the Time of the Execution of the within Indenture that the within named Gabriel Manigault and his Assigns are to remain in the quiet and undisturbed Possession of the within mentioned Premises during the Term of his natural Life and that he is fully to enjoy the Same without Impairment of Waste, Subject to the within Charge of five Thousand Pounds

in as full and ample a Manner as he now doth, or as he might have done, antecedent to the Execution of the said Indenture.

Witness
 Charles Costworth Pinckney }
 Mc Intosh }
 Charleston Personally appeared Simon Mc Intosh who being
 district duly Sworn maketh oath that he was present and saw
 Ralph Izard Gabriel Manigault, and Joseph Manigault Esq. sign
 Seal and as and for their Act and deed deliver this Indenture for
 the uses and purposes within Mentioned that he saw the said
 Gabriel Manigault sign the Receipt for the consideration Money
 within mentioned and that he also saw the said Ralph Izard
 sign the Memorandum hereon wrote. And that he this deponent
 with Charles Costworth Pinckney Esq. subscribed their Names as
 Witnesses to the due Execution of the same.

Sworn to this 2^d day of Dec. 1786
 Recorded 2^d Dec. 1786 before Peter Inneaux JP

State of South Carolina

Know all Men by these presents that I
 Joseph Jacobus of the City of Charleston and State aforesaid Merch-
 am held and firmly bound unto Jacob Jacobs of the said City and
 State Vendor Master and James Lynah of same place Doctor of
 Physick, in three thousand pounds Sterling Money of the State of
 South Carolina to be paid to the said Jacob Jacobs and James
 Lynah or one or either of them or to their or either of their certain
 Attorneys Executors Administrators or Assigns for which payment
 well and truly to be made. Bind myself my heirs Executors and
 Administrators firmly by these presents, Sealed with my Seal and
 dated the fifteenth day of December, one thousand seven hundred &
 eighty six, and in the eleventh Year of the Independence of
 America. Whereas a Marriage is intended shortly to be had and
 solemnized between the above bound Joseph Jacobus and Rebecca
 DePasse, daughter of Ralph DePasse late of the State of Georgia, but
 now of the City and State aforesaid Merchant with whom the said
 Joseph Jacobus is to receive a Marriage Portion, a Negro Girl
 named Eve, and all her future Spuall Increase, also in Cloth to the
 amount of two hundred pounds Sterling, and also the said Ralph
 DePasse hath agreed to be at the Expence of the said intended
 Wedding In consideration whereof the said Joseph Jacobus
 for himself his heirs Executors and Administrators doth hereby

covenant promise grant and agree to and with the said Jacob Jacobs and James Lynah and the Survivor of them, and the heirs executors administrators of such Survivor in manner following that is to say that from and immediately after the said Marriage shall take effect in the said Joseph Dabosta shall and well settle and secure the Sum of three hundred pounds Sterling as an equivalent for the fortune which he is to get by the said Rebecca, and the further Sum of one thousand pounds Sterling, also the eventual Share of the following Negroes, that is to say Piracoa Maria, Sophy, Clappa and Pounce with the future issue and increase of the females which the said Joseph Dabosta is intitled to, under the deed, and as the donation of his Grandmother Leah Pimeata which said Sum of thirteen hundred pounds Sterling and the eventual Share of the abovementioned Negroes the said Joseph Dabosta doth hereby bind himself his heirs executors and Administrators unto the said Jacob Jacobs and James Lynah and the Survivor of them and the heirs executors and Administrators of such Survivor to and for the several uses trusts intents and purposes herein after mentioned and declared of and concerning the same, that is to say, for the sole use and behoof of the said Rebecca, during her natural life, free from the controul of her intended Husband and absolutely discharged from the payment of his present or future debts, and from and after her decease, if there should be any Children of the Marriage then living, to the use of the said Joseph Dabosta, during the Term of his Natural Life, And if there should be any Child or Children at the decease of the said Rebecca living, then after the decease of her, and of the said Joseph Dabosta, that the Sum hereby Secured shall go and equally be divided between the Issue of the said Marriage: And in Case there should be no Children or Child living at the death of the said Joseph Dabosta, and if the said Rebecca should survive the said Joseph Dabosta, then the said Sum of thirteen hundred pounds and the eventual Share of the abovementioned Negroes, shall be the sole and absolute use of the said Rebecca her Executors Administrators and Assigns forever, free from the controul of any future husband, that she may have after the decease of the said Joseph Dabosta But in Case the said Joseph Dabosta should survive the said Rebecca, and there should be no Issue of the said Marriage then living, then and in that case, the said three hundred pounds Sterling

Shilling received with the Said Rebecca, shall be returned if demanded within Six Months after the decease to the Lawful Representatives of the Said Rebecca (other than the Said Joseph) to her or their Executors and Administrators forever. But if no legal demand shall be made within said limited time of Six Months, then in such case, Said Sum of Three hundred pounds to be considered as the property of the Said Joseph Dabosta his Executors Administrators and Assigns forever. Now the condition of this obligation is such that if the above bound Joseph Dabosta his heirs Executors and Administrators and every of them, do and shall in all things well and truly observe perform fulfill accomplish pay and keep all and singular the covenants, grants, articles, clauses, provisions, payments, conditions, and agreements whatsoever which on the part and behalf of the said Joseph Dabosta his heirs Executors and Administrators, are ought to be observed performed fulfilled accomplished paid and kept comprised or mentioned as aforesaid, according to the true purport intent and meaning of the Same then this obligation to be void and of none effect, or else to remain in full force and Virtue

Signed Sealed and delivered in
the presence of

Peter Smith
Stephen Thomas

Joseph Dabosta (S)

Charleston, Personally appeared Mr. Stephen Thomas who being duly
District Sworn made oath that he was present and saw Joseph
Dabosta sign Seal and as and for his Act and deeds deliver the within
Instrument of Writing for the uses and purposes within mentioned and
that he together with Peter Smith subscribed their Names as Witnesses
to the Said Deeds.

Sworn to this 18th Decr 1780

Rec^d 18th Decr 1780

Peter Taneau D^y

State of South Carolina

This Indenture made the Second day of
October in the Year of our Lord one thousand Seven hundred and eighty
Six Between William McWhann of the City of Charleston in the State
of South Carolina Merchant of the first part. Jane Thomson of the
Same place Widow of the Second part and John Smith of the Same
place also Merchant of the third part. Witnesseth that in considera-
tion of a Marriage intended to be had and solemnized between
the Said William McWhann and Jane Thomson and also for
and in consideration of ten Shillings Sterling by the Said John
Smith unto the Said Jane Thomson in hand paid at or before the
sealing and delivery of these presents the receipt whereof is hereby
acknowledged

acknowledged she the Said Jane Thomson by and with the consent
 and approbation of the Said William McWhann her intended
 husband testified by his becoming a party to and joining in
 the Execution of these presents, hath granted bargained sold
 aliened enfeoffed released conveyed and confirmed and by these
 presents doth grant bargain Sell alien enfeoff release convey
 and confirm unto the said John Smith and his heirs Executors
 and Administrators, All that piece or part of a Town Lot of
 Land Situate lying and being on the West Side of Church Street
 in the City of Charleston aforesaid measuring and containing
 in front on the said Street from North to South eighteen feet
 of Afoze and in depth from East to West one hundred and forty
 feet of Afoze, and is butting and bounding to the Eastward on
 Church Street aforesaid, To the Northward on Land now or lately
 belonging to the heirs or legal representatives of William Bampf-
 field deceased to the Southward on Land now or lately belonging
 to the heirs or legal representatives of David Bruce deceased
 and to the Westward partly on Land now or lately belonging
 to the heirs or legal representatives of the Said William
 Bampffield deceased and partly on a reserved alley or passage
 of six feet, Together with all and singular the houses
 outhouses outhouses Buildings Sheds Fences Stables Yards
 Gardens Orchards Ways Paths Passages Mills Streams Waters
 Water courses Lights Casements profits commodities Accidents
 Rents Members and appurtenances whatsoever to the
 Said piece or part of a Town Lot of Land belonging or in any
 wise appertaining. And the Reversion and Reversions
 Remainder and Remainders Rents Issues and profits
 thereof And also all the Estate Right Title Interest Benefit
 Claim and demand whatsoever of her the Said Jane Thomson
 of in to or out of the Same To Have and to hold the Said
 piece or part of a Town Lot of Land and all and singular
 other the premises Hereditaments and appurtenances above
 mentioned and every part and parcel thereof unto the Said
 John Smith his heirs Executors and Administrators In
 Trust nevertheless to and for the Sole and separate use benefit
 and behoof of her the Said Jane Thomson and her assigns during
 the Term of her Natural Life And this Indenture further Wit-
 nesseth that the Said Jane Thompson by and with the consent
 and approbation of the Said William McWhann her intended
 husband

his said husband testified as aforesaid for and in consideration of the further
Sum of ten Shillings like Money by the said John Smith unto the
said Jane Thompson in hand paid at and before the Sealing and
delivery of these presents the Receipt whereof is hereby likewise
acknowledged hath granted bargained and sold and by these
presents doth grant bargain and sell unto the said John Smith
his Executors and Administrators the Seven Negro Slaves following
that is to say Grippa and Bob and likewise Peg Molly Fanny
Patty and Mary and also all and singular the household and
Kitchen furniture with which the House erected and built upon
the before described Lot of Land is now furnished being the
House wherein she the said Jane Thompson now resides, To
have and to hold the said Seven Negro Slaves above named
together with the future issue and increase of the said five
female Slaves and also the before mentioned household and
Kitchen furniture unto the said John Smith his Executors and
Administrators In Trust nevertheless to and for the Sole and
separate use benefit and behoof of the said Jane Thompson
during the Term of her Natural Life (the Rents Issue and
profits thereof to be paid unto the hands of the said Jane Thompson
whose Receipts shall be deemed a sufficient discharge for the same
notwithstanding her Coverture, or into the hands of such Person
or Persons from time to time as she shall or may think proper
to appoint for that purpose) And the said William McWhann
for himself his heirs Executors and Administrators doth hereby
covenant grant and agree to and with the said John Smith his
Executors and Administrators in manner and form following
that is to say in case the said intended Marriage shall be
Solemnized as aforesaid And the said Jane Thompson shall survive
the said William McWhann her said intended husband then an
Annuity or Yearly Sum of fifty pounds Sterling shall be paid unto
the said Jane Thompson or her Assigns annually during the Term
of her Natural Life out of the Estate and Effects as well Real as Personal
which he the said William McWhann shall die seized and possessed
of. And lastly it is the true intent and meaning of the said parties
and of these presents that in Case the said Marriage shall be solemn-
ized as aforesaid and the said William McWhann shall survive the
said Jane Thompson his said intended Wife that then the Lot of Land
Negroes and Household and Kitchen furniture above particularly
described named and mentioned shall immediately after the death of
the said Jane Thompson be vested in and belong unto her said
intended

intended Husband the Said William McWhann To have and to hold the Said Lot of Land above particularly described the Said Seven Negroes above particularly named Together with the future Issue and Increase of the Said Female Slaves and the furniture above mentioned unto the Said William McWhann his Executors Administrators and Assigns to the only proper use benefit and behoof of the Said William McWhann his heirs Executors Administrators and Assigns from thenceforth forever. In Witness whereof the Said parties to these presents have hereunto interchangeably set their respective hands and Seals on the day and Year first above written,

Sealed and delivered in
the presence of.

James Madan

William Monies

William (L.S.) McWhann

Jane (L.S.) Thompson

John (L.S.) Smith

Be it remembered that on the twenty ninth day of December one thousand Seven hundred and eighty Six Peaceable and Quiet possession and Seisin was given of the Lands Negro Slaves and Furniture within described named and mentioned by the Within Named Jane Thompson unto, within Named John Smith upon such Trust Condition and Limitation as within is particularly set forth in the presence of us whose names are hereunto Subscribed as Witnesses

James Madan

William Monies

Received the day and Year first within written of and from the within named John Smith twenty Shillings Sterling being the Consideration within Mentioned To be paid by him to me
Witness

Charleston, James Madan made oath that he was present District Land Saw William McWhann Jane Thompson and John Smith Sign Seal and as for their Act and deed deliver the within Indenture for the uses and purposes within set forth and that he this deponent with William Monies Subscribed their Names as Witnesses to the Execution of the Same

Sworn to this 30th December 1780

before

Peter Freneau JP

Rec: 30th Dec: 1780

South Carolina

V

This Indenture made the Sixth day of Decem-
ber in the year of our Lord one thousand Seven hundred and
eighty Six Between John Munro of Charleston in the State of
South Carolina Matchmaker of the first part Margaret Russell
of the same place Spinster of the Second part And Charles
Morgan of the same place Gentleman and Hugh Paterson of
the same place Merchant of the third parts Witnesseth that
whereas a Marriage is intended to be shortly had and Solemn-
ized between the said John Munro and Margaret Russell and
as the said Margaret Russell is or will become entitled unto
one third part or portion of the Estate of her Father Mr. Alexander
Russell late of Charleston aforesaid Ship Carpenter deceased (at
present undivided) as by the last Will and Testament of the said
Alexander Russell remaining of Record in the Secretary's Office in
the State aforesaid reference being thereunto had will more fully and
at large appear Therefore in prospect and consideration of the said
intended Marriage and also for and in consideration of the sum of
five Shillings Sterling unto the said John Munro and Margaret
his intended Wife or one of them in hand well and truly paid by
the said Charles Morgan and Hugh Paterson at and before the
sealing and delivery of these presents the receipt whereof is hereby
acknowledged the said John Munro and Margaret his intended
Wife have consented and agreed and by these presents do consent
and agree that all and singular the Real Estate as well as per-
sonal Property which the said Margaret Russell is and shall
be entitled unto under the said Will of her Father immediately
after the Solemnization of the said intended Marriage or as soon
thereafter as it is possible for it so to be shall be vested in the
said Charles Morgan and Hugh Paterson To have and to hold
the Real Estate and personal property aforesaid unto the said Charles
Morgan and Hugh Paterson and the Survivor of them his heirs Executors
and Administrators In Trust nevertheless to and for the use intent and
purpose following that is to say such part of the Real Estate and per-
sonal property devised and bequeathed unto the said Margaret Russell by
her late Father as aforesaid shall be and remain Subject to the joint
use occupation and enjoyment of the said John Munro and Margaret
his intended Wife by whom the Rents Issues and profits thereof shall be
received during their joint lives and directly after the death of either of
them the Real Estate and personal property aforesaid shall be vested
absolutely

absolutely in the Survivor and his or her heirs Executors ad-
ministrators and Assigns forever at which time the trust hereby
reposed in the said Charles Morgan and Hugh Patterson
shall cease determine and become Void, And it is hereby
covenanted and agreed by and between the Parties To these
presents that in case the said John Munro and Margaret
his intended Wife shall at any time think it for their
interest and benefit and shall mutually consent and agree to
part with and dispose of all or any part of the Real Estate
and Personal property aforesaid that it shall and may be
lawfull for them So to do and otherwise to make good and
sufficient Titles acquittances and discharges for the same
without the interference consent or approbation of the said
Charles Morgan and Hugh Patterson or either of them their or
either of their heirs Executors or administrators or any other
Person or Persons whomsoever. In Witness whereof the said
parties to these presents have hereunto interchangeably set
their respective hands and Seals on the day and Year first
above written

Sealed and delivered in
the presence of
Ja Muirhead
Charles Ferguson

John^r Munro (LS)
Margaret (LS) Russell
Charles (LS) Morgan
Hugh (LS) Patterson

Received the day of the date of the within written Indenture
of and from the within named Charles Morgan and Hugh Patterson
five Shillings Sterling being the Consideration Money within
mentioned

Witness

Ja Muirhead

Charles Ferguson

John^r Munro
Margaret Russell

James Muirhead one of the Subscribing Witnesses to the Execution
of the within deed or Instrument of Writing doth make oath
that he was present at the Time of executing the same and saw
all and every the Parties therein mentioned Severally and Respectively
Sign Seal and as and for their Act and deed deliver the same to and
for the several uses intents and purposes within Mentioned and that
he the said Deponent together with Charles Ferguson did Subscribe
their

their Names as Witnesses thereto
Sworn this 5th day of January 1787.
Before me *John Troup J.P.*
Rec^d 10th Jan^y 1787.

State of South Carolina

This Indenture made the Twelfth day of January in the Year of our Lord one Thousand Seven hundred & Eighty seven Between Mary Ann Hall of the City of Charleston in the State aforesaid Widow of the first part, Jacob Schrieber of the same place Gentleman of the Second part and Ephraim Mitchell of the City of Charleston & State aforesaid Gentleman of the third part. Witnesseth that in pursuance of a treaty & intended Marriage to be had and solemnized between the said Mary Ann Hall & the said Jacob Schrieber, and for & in Consideration of the Sum of Five Shillings Sterling to the said Mary Ann Hall by the said Ephraim Mitchell in hand well & truly paid at & before the Sealing & delivery of these presents the Receipt whereof is hereby acknowledged She the said Mary Ann Hall by & with the Knowledge privacy Consent & approbation of the said Jacob Schrieber her intended Husband testified by his being party to & signing and Sealing these presents, Hath granted bargained and sold & by these presents doth grant bargain and sell unto the said Ephraim Mitchell his Executors Admors & assigns, all that Plantation or Tract of Six hundred and forty Acres of Land & Situate in Ninety Six District South Side of Saluda River bounding South East on Land laid out to John Christopher Martin & Thomas Shanklin, all other Sides on vacant Land, and also all & singular other the Lands Tenements Messuages & Hereditaments whatsoever and wheresoever the same may be situate or are or which she is in any wise interested in or intitled unto by any manner of way or means howsoever together with all and singular the Edifices Hereditaments & rights, member and appurtenances whatsoever to the same belonging or in any wise appertaining and the Reversion & Reversions, Remainders Rents Issues & Profits thereof & every part thereof. To Have and to hold the said Plantation parcel or Tract of Land & all & singular other the Lands Tenements hereditaments & other the Real Estate which the said Mary Ann Hall is in any manner howsoever interested in or intitled unto with all & singular the premises & appurtenances in any wise incident or appertaining thereto, unto the said Ephraim Mitchell

Mitchell his Executors Administrators & assigns from the Day next before the Day of the date of these presents for & during thence the full End & Term of one whole Year from thence Next Ensuing and fully to be completed and ended, Yielding & Paying therefore unto the said Mary Ann Hall her Heirs & assigns the Rent of one pepper Corn only on the last day of the said Term if the same shall be lawfully demanded to the Intent and purpose that by virtue of these presents and of the Statute for Transferring of uses into possession made of force in this State be the said Ephraim Mitchell may be in the actual Possession of all and Singular the premises herein above mentioned and thereby be enabled to accept and take a Grant and Release of the Reversion & Inheritance thereof to him his Heirs and assigns for ever, Subject nevertheless to the Trusts Limitations and Conditions mentioned expressed & declared in a certain Indenture of Release bearing date the day next after the day of the date of these presents made and Executed by & between the aforesaid Mary Ann Hall of the one part the aforesaid & Jacob Schreiber of the second part and the said Ephraim Mitchell of the third Part. In Witness whereof the said Parties to these presents have hereunto Inducturably set their hands & Seals the day & Year first above written.

Scaled & Delivered in presence of

Charles Harrison

Mary Ann Hall Seal

Jacob Schreiber Seal

Ephraim Mitchell Seal

I Mitchell, Field Tarror of the State of South Carolina, This Indenture made the thirteenth day of January in the year of our Lord one thousand seven hundred & eighty seven. Between Mary Ann Hall of the City of Charleston in the State of South Carolina widow of the first part Jacob Schreiber of the same place Gentleman of the second part and Ephraim Mitchell of the City of Charleston & State aforesaid Gentleman of the third part. Whereas a marriage by Gods permission is shortly intended to be had and solemnized between the said Mary Ann Hall and the said Jacob Schreiber; and whereas the said Mary Ann Hall at the time of Executing these presents is seized in Fee Simple of and in a certain plantation parcel or Tract of Land situate lying & being in Ninety Six District South side of Saluda River containing Six hundred and Forty acres Bounding South East on land laid out to John Christopher Martin & Thomas Shanklin

Shanklin and on all other sides on lands said to be vacant at the time of the original grant thereof and also of and in sundry other Tracts pieces or parcels of Land particularly Expressed mentioned and contained in the List or Schedule hereto Annexed. and is also possessed of Considerable Personal property & Estate Consisting of Negro & other Slaves Goods & Chattels in the list or Schedule hereto Annexed also particularly expressed and mentioned. And Whereas upon the treaty and previous to the intended Marriage aforesaid it hath been and is agreed between the said Mary Ann Hall and Jacob Schreiber that the Real & Personal Estate of the said Mary Ann Hall shall be by her Granted released & assigned to and Vested in him the said Ephraim Mitchell, and his Heirs to and for the several Uses Trusts intents and purposes hereinafter mentioned Limited expressed and declared of & concerning the same. Now this Indenture Witnesseth that in pursuance of the said recited agreement and in Consideration of the said intended Marriage. And also in Consideration of the Sum of Ten Shillings Sterling to the said Mary Ann Hall in hand now paid by the said Ephraim Mitchell the Receipt whereof is hereby Acknowledged and for divers other goods and valuable Causes & Considerations her therunto especially moving she the said Mary Ann Hall by and with the knowledge privacy Consent & approbation of the said Jacob Schreiber her intended Husband testified by his being apartly to and Executing of these presents hath Granted bargained sold aliened released conveyed & confirmed and by these presents Doth grant bargain sell alien release convey and confirm unto the said Ephraim Mitchell in his actual possession now being by virtue of a Bargain & Sale to him thereof made by the said Mary Ann Hall by Indenture bearing date the day next before the day of the date of these presents for the term of one year and by force of the Statute for Transferring Uses into possession of force in this State and to his Heirs and assigns. All that the aforesaid Plantation parcel or Tract of Land Containing Six hundred and Forty Acres Situation Namely Six District South side of Saluda River Butting and bounding South East on Land laid out to John Christopher Martin & Thomas Shanklin all other sides on vacant Land at the time of the original Grant of the same And also all and singular other the Lands Tenements Mezuages & Hereditaments whatsoever and wheresoever the same may be situate or are which hath descended to or become vested in

in or which the said Mary Ann Hall may or is any wise interested
 in or entitled unto by any manner way or means whatsoever
 together with all & singular the Houses outhouses Edifices Build-
 ings Hereditaments Rights Members and appurtenances whatsoever
 to the same belonging or in any wise appertaining. And the Reversion
 and Reversions Remainder & Remainders ^{rights} Issues & profits thereof
 and also all the Estate right Title Interest Claim & Demand what-
 soever of her the said Mary Ann Hall of in or to the same. To have
 and to hold the said Plantation parcel or Tract of Land and all &
 singular other the Lands Tenements Hereditaments & other the real
 Estate which the said Mary Ann Hall is in any wise interested in
 or entitled unto ^{and} all & singular other the premises hereinbefore men-
 tioned or meant & intended to be hereby granted & released as aforesaid
 or which is mentioned & Contained in the List or Schedule hereunto an-
 nexed unto the said Ephraim Mitchell his Heirs and assigns
 for ever In Trust nevertheless to and for the Several Uses, Intents
 and purposes herein after mentioned expressed & declared of and
 Concerning the same, And this Indenture further Witnesseth
 that for the Considerations aforesaid and in further pursuance of
 the said Agreement and also of the further Sum of Ten Shillings
 Sterling money aforesaid to the said Mary Ann Hall in hand
 paid by the said Ephraim Mitchell the Receipt whereof is
 hereby also acknowledged. And the said Mary Ann Hall by &
 with the like privacy Consent & approbation of the said Jacob Schreier
 her intended Husband testified as aforesaid hath bargained
 sold and delivered & by these presents doth bargain sell & deliver
 unto the said Ephraim Mitchell all and ever the several
 Negroe Slaves Goods Chattles and other effects in the List or Sched-
 ule hereunto annexed mentioned & Contained. To have
 and to hold the said several Negroe Slaves Goods Chattles
 & Effects, together with the Issue & increase of the Female Slaves
 in the said List or Schedule hereunto annexed unto the said
 Ephraim Mitchell his Executors Administrators and assigns
 for ever In Trust to and for the Several Uses intents and purposes
 Herein after mentioned & declared of and Concerning the same
 And as for ^{and} Concerning the said several Uses and trusts herein
 and hereby intended to be made Limited expressed and de-
 clared

declared of the Real & personal Estate of the said Mary Ann Hall each
and every of the said parties to this indenture have agreed that the same
shall be permitted settled & issued in manner following that is to
say In Trust for her the said Mary Ann Hall partly heirs
Executors Administrators and assigns untill the solemnization of the
said intended marriage & from and after the solemnization thereof
In Trust and to and for the use & behoof of the said Mary Ann Hall
for & during the term of her natural life But so as not to be subject or
liable to the intermeddling or controul of the said Jacob Schrieber her
intended Husband or to be seized sold ~~and~~ or extended for payment
of his Debts; and from and immediately after the decease of the said
Mary Ann Hall then to the said Phineas Mitchell his Heirs
Executors Administrators and assigns In Trust to preserve & support
the contingent Uses and Estates herein after limited from being in-
barred defeated or destroyed and for that purpose to make En-
tries bring actions as the Case shall require, But nevertheless
to permit and suffer the said Mary Ann Hall for & during the term
of her natural life to have receive and take the Rents Issues & profits
of all and singular the said Premises to and for her own sole and
separate use and benefit without impeachment of or for any manner
of Waste, And from and immediately after the decease of the said Mary
Ann Hall then in Trust to and for the use & behoof of such person & persons
in such parts and proportions manner and form as the said Mary
Ann Hall shall from time to time notwithstanding her creature by
any deed Writing or Writings duly executed by her in the presence
of two or more Credible Witnesses or by her last will & Testament to be by her
Signed published and declared in the presence of three or more such
Witnesses did direct or appoint, And in Default of such direction Limita-
tion & appointment; and in Case the said Mary Ann Hall shall
happen to Die before the said Jacob Schrieber her intended husband
without Issue of her body begotten by the said Jacob Schrieber,
Then in Trust to and for the following purposes hereinafter expressed
& limited of and Concerning the said Real & personal Estate that is
to say One Moiety or half part of all & singular the said plantations
Lands Tenements, Hereditaments and Real Estate with
the following Negro Slaves viz. Bob, Sarah & Sue, James otherwise
called Toney and Silvia Children of Sue with future Issue and Increase
of

of the Female Slaves also the following Goods Chattles & Furniture
 viz^t one Dozen of Mahogany Chairs, a Sofa one pair of Card Tables
 one Tea Ditto, one side plate fender and furniture, one Large
 Glass & two small ones, one wrought Piece & several small pic-
 tures one silver Tea pot one Sugar Dish & Milk pot ditto, to be
 in trust to and for the use of the said Ephraim Mitchell & Rhode
 his wife daughter of the said Mary Ann Hall during their joint
 lives and the life of the longest liver of them and after the Death
 of the Survivor then in trust to and for the use benefit & behoof
 of such Child or Children of the said Rhode as may be begotten
 of her body by the said Ephraim Mitchell, her husband or any
 future Husband Living at the time of her Death His or her
 Heirs & assigns for ever and in default of such Issue then in trust
 to and for the sole use benefit & behoof of the Child or Children of
 Doctor Peter Fayssoux, brother of the said Mary Ann Hall, his he-
 irs & assigns for ever; to be equally Divided between
 such Children if more than one and the rest residue & remainder
 of the said Real & personal Estate with the following Negro
 Slaves being part of the said personal Estate viz^t Beck, Molly,
 Judy & Peter, In trust, to and for the use benefit and behoof
 of the said Jacob Schreiber the intended Husband of the said
 Mary Ann Hall, so that the said Jacob Schreiber shall and
 may have hold and enjoy the same & receive & take to his use the rent
 Labour Hire Issues profits & Increase thereof during the term of his
 natural life only and from & immediately after his death, then
 the same to revert & go to the aforesaid Ephraim Mitchell & Rhode
 his wife & their Issue in like manner as above limited and
 on failure of such Issue as aforesaid to the Child or Children
 of Doctor Peter Fayssoux as above directed mentioned & expressed
 Provided Always and it is hereby expressly declared & agreed by
 between all the said Parties hereto & the true intent and Mean-
 ing of these presents is that it shall & may be lawful to and for
 the said Trustees His Executors Administrators & assigns at
 the Request & by and with the Consent & approbation of the said
 Mary Ann Hall, such Consent to be testified in writing under her hand
 and Seal Executed in the presence of two or Credible Witnesses at any
 time to sell and dispose of all or any part of the said Lands Negro
 Goods Chattles & other the premises therein before mentioned or Ex-
 pressed & Contained in these presents & the List or Schedule hereto
 annexed or intended to be hereby Granted Sold Released Conveyed

Conveyed & assigned for the most Money that can respectively be had
for the same And that the monies arising by such sale or sales of the said
Lands Negroes & other the premises shall either be subject to the Trusts
& purposes herein before mentioned or such further & other Trusts Uses
& purposes as she the said Mary Ann Hall may by any such deeds made
as aforesaid direct Limit and appoint. And the said Jacob Schreiber
for himself his Heirs Executors and Administrators doth hereby Covenant
promise Grant and agree to and with the said Ephraim Mitchell his
Heirs Executors & Administrators, That it shall & may be lawful to
for the said Mary Ann Hall his intended wife, Notwithstanding her Cove-
- nant to make any such Deed Writing or Will as is herein before mention-
- ed or which may be necessary for the better Completion or fulfilling all
or any of the Trusts herein before mentioned. And MOREOVER that he
the said Jacob Schreiber his Heirs Executors and Administrators shall
and will from time to time & at all times hereafter upon the reasonable
request of the Costs & Charges of the said Ephraim Mitchell his Heirs
Executors or Adminors make do and execute or cause or procure to be made done
& executed all and every such further and other Lawful & reasonable act
and acts thing and things, Conveyances, Assignments & Assurances in
the law whatsoever necessary as well for the Corroborating & Strengthening
of these presents as also for the further & better Conveying Assigning &
assuring of all and singular the herein before mentioned & intended to
to be hereby granted Released & Assigned premises respectively unto the said
Ephraim Mitchell his Heirs Executors & Administrators & assigns
as by him or them or on his or their Counsel learned in the Law shall or
may in that behalf be reasonably advised devised or required. In
Witness whereof the said parties to these presents have hereunto inter-
changeably set their hands and Seals the day & year first above written
Sealed & Delivered

in the presence of
Charles Harrison
J Mitchell
Field Tabor

Mary Ann Hall Seal
Jacob Schreiber - Seal
Ephraim Mitchell Seal

Received on the Day of the date of the within Indenture the Sum of
Ten Shillings Sterling in full of the Consideration money within men-
- tioned to be paid me - Mary Ann Hall

A List or Schedule of the Estate and Effects of M^{rs} Mary Ann Hall
Widow to which annexed Deed refers. viz^t Lands. A Tract of Land
containing three hundred acres of Land, Bounding North East on Joshua
Lacey

Lacey all other sides vacant at the time of the granting the same to John Hall deceased late Husband of the said Mary Ann Hall & situate on a Branch of Saludy River & Six hundred and forty acres of Land in 96 District South Side of Saludy River granted to the said Mary Ann Hall. Eight Hundred acres in Williamsburgh Townships granted to Richard Hall. 200 Acres bounding on land laid out to Mr. Hall South on Black River, other sides vacant. 500 Acres bounding N. W. on John Baptists Land. S. W. on Black River. S. E. on Thomas Hall Lands.

500 Acres bounding N. W. on Mr. Delans & Mr. Morgans Land West on Mr. Hammonds Land South on Black River. east on vacant Lands. Goods & Chattels viz. one dozen Mahogany Chairs, one Sofa wth frame one pair Mahogany (11") Card Tables, one Tea d^e Table, one fine Iron Shovel, poker, Tong & fender. one Large oval looking Glass, gilt frame two Small ditto: one wrought History piece: Small pictures. one Silver Tea pot, one Sugar Dish ditto. one Milk pot d^e. Negroes viz. Bob (a man) Sarah & Susan Women, James Alias Tony & Silvia Children of Sue. Beck Molly & Judy Women, Peter South Carolina Personally appeared Field Harvor Esquire of Charleston District being duly sworn made oath that he was present and saw Mary Ann Hall, Jacob Schreiber & Ephraim Mitchell Esq. sign seal and as and for their act and Deeds deliver the within Instrument of Writing to and for the use and purposes therein mentioned and he this Deponent together with Charles Harrison & J. Mitchell subscribed their Names as Witnesses to the due Execution of the same. Sworn to this 20th day of January 1787 before Peter Fremeau J. P.

South Carolina This Indenture made the first day of March Ninety six District 5 in the Eleventh year of the Independence of the United States of America and in the year of our Lord one thousand seven hundred and Eighty six Between Gabriel Smithers of the Town of Ninety six in the District and State aforesaid House Carpenter of the first part Mary Saunders of the District and State aforesaid widow and Administratrix with the will annexed of Thomas Saunders lat of the District and State aforesaid of the

the Second Part And William Moor and Julius Nichols both of the District
and State aforesaid Esq^s of the third part whereas a marriage is by the
Grace of God intended shortly hereafter to be had and solemnized between
the said Gabriel Smithers and Mary Saunders. and whereas the said
Mary Saunders in her own Right by virtue of the last will & Testament
of the said Thomas Saunders deceased is possessed of and intitled unto
a certain Negroe man called Cyrus, a Negroe Man called Sawney, and a Negroe
man called Prince a Negroe woman called called Dol and a Negroe
woman called Elsy several Houses a considerable Stock of black Cattle also
a large Stock of Hogs a quantity of Household Furniture and plantation
tools and also as administratrix with the will annexed of her said late
Husband Thomas Saunders is possessed of or well intitled unto a Quantity
of Ready money Securities for money Book Debts and other effects be-
-longing to the Estate of the said Thomas Saunders deceased. And where-
-as the said Mary Saunders now is and stands indebted to several per-
-sons on her own account and as administratrix of the Estate of the said
Thomas Saunders Deceased as aforesaid in several sums of money to a
Considerable amount and is desirous to provide for the just and true pay-
-ment of her own and her said late husbands Debts and Satisfaction
for her own and her late Husbands Creditors. And Whereas the said
Gabriel Smithers and Mary Saunders upon the Treaty and previous to
the said intended marriage have agreed that the said Male & Female
Negroes, Cyrus, Sawney, Prince, Dol and Elsy and all the Stock of Horses
Cattle Hogs Household furniture plantation Tools ready money, Book
Debts Securities for money lent and all other the Estate both real
and personal which is at this time in the possession or or the right to
property of the said Mary Saunders should by by her released assign
and transfered over unto the said William Moor and Julius Nichols
and their Heirs to and for the several use and subject to the trusts
intents and purposes in such manner as hereinafter is mentioned li-
-mitted expressed and declared of and Concerning the same, and
that the sum of Ten pounds Sterling being part of the personal
Estate and proportion of her the said Mary Saunders shall be by
her now paid to the said Gabriel Smithers to and for his own use
and

and benefit Now this Indenture Witnesseth that in presence and part of performance of the said recited Agreement and in Consideration of the said intended Marriage and also in Consideration of the said Sum of ten pounds to him the said Gabriel Smithers in hand well and truly paid by the said Mary Saunders at or before the Executing of these presents the Receipt whereof he the said Gabriel Smithers doth hereby Acknowledge and thereof do acquit exonerate and for ever discharge the said Mary Saunders her Heirs Executors Admors and assigns by these presents and also for and in Consideration of the Sum of Six Shillings to her the said Mary Saunders now paid by the said William Moore and Julius Nichols the Receipt whereof is by her hereby acknowledged and for divers other good ^{Valuable} Causes and Considerations her hereunto especially moving the said Mary Saunders by and with the knowledge privy consent and approbation of the said Gabriel Smithers her intended Husband Testified by his being a party to and executing these presents Hath granted bargained sold assigned delivered and Confirmed and by these presents Doth grant bargain sell assign deliver and Confirm unto them the said William Moore and Julius Nichols or to the survivor of them and the Heirs of such Survivor all the aforesaid Male and Female Negroes to wit Cyrus Sawney prence Dol and Elsey and all and every her Horses Cattle Hogs Household Furniture plantation Tools Book Debts and Securities for money lent and all the rest and residue and every other part of the Estate both real and Personal of her the said Mary Saunders.

To have and to hold all the aforesaid male and female Negroes to wit Cyrus Sawney and prence Dol and Elsey as well as all the Horses Cattle Stock of Hogs Household furniture plantation tools Book Debts and Securities for money lent and all the residue and every other part of the Estate both real and personal of the said Mary Saunders with their and every of their appurtenances unto the said William Moor and Julius Nichols their Heirs and assigns to for and upon the several uses trusts intents and purposes and subject to the several powers powers

Limitations and agreements hereinafter mentioned limited expressed
and declared of and Concerning the same respectively that is to say
In Trust for the said Mary Saunders party hereto her Executors Admi-
nistrators and assigns unto the solemnization of the said intended
marriage and from and after the solemnization thereof then upon
this further trust that they the said Trustees or the Survivor of them his
Executors administrators or assigns during the said intended Coverture
between the said Gabriel Smithus and Mary Saunders his intended
wife shall and will pay to or permit and suffer and so far as
they lawfully may authorize and empower her the said Mary
Saunders and her assigns, the same to bear her Election to receive
all the Interest profits produce work and Labour whatsoever to be
had or made of the said Negroes Horses Cattle Hogs Household furni-
ture plantation tools Book Debts and Securities for money lent or
transferred and assigned over to them the said Trustees aforesaid
and every part and parcel thereof the same or as sufficient part
thereof in the first place to go and be appropriated and particularly
applied in payment and discharge of her own and her late Hus-
band Thomas Saunders's outstanding Debts and the rest residue
and Remainder to go and be applied to and for the sole separate
personal peculiar use benefit and disposal of her the said Mary Sau-
nders and her assigns during her life and not to be paid to the said
Gabriel Smithus her intended Husband or as he shall appoint by
any means for any reason or on any account whatsoever but to
be paid unto the proper hands of her the said Mary Saunders his
intended wife or to such other person or persons as she by any note or
writing to be by her signed with her name of her own proper hand
writing notwithstanding her intended Coverture and whether
Covert or discreet shall from time to time direct or appoint and
that the same or any part thereof shall not in any wise be subject
or liable to the Command direction disposal intermeddling Control
engagements Debts or encumbrances of the said Gabriel Smithus
her intended Husband and that the Receipts of her the said
Mary Saunders party hereto signed with her own proper hands

writings notwithstanding her intended Coverture or of such person
 or persons so by her appointed to receive the same as aforesaid shall
 from time to time and at all times be good and sufficient dis-
 charges only as well to the said Trustees their Exors Admors and
 assigns as well as to all and every other person and persons who is
 or shall be liable to pay the same or any part thereof and from
 and after the Death of her the said Mary Saunders Then upon
 this further trust that they the said Trustees and the survivors of
 them his Executors Admors or assigns do and shall pay apply and
 dispose of as well of all and singular the aforesaid Male & Female
 Negroes Houses Cattle Hogs Household furniture plantation lands
 and other the premises hereby assigned and transferred to them
 as aforesaid as also of the interest profits and other produce to arise
 or be had or made thereof unto and amongst the Child or
 Children of the said Mary Saunders which shall be then
 living equally share and share alike or in such parts shares
 and proportions as she the said Mary Saunders (notwithstand-
 ing her intended Coverture and whether Covert or discover)
 shall by any Deed or writing or by her last Will and Testament
 to be by her executed and testified according to law give direct
 limit direct or appoint the same In Witness whereof the said
 parties to these presents have indichangably set their hands
 and seals the day and year first above written William Moore
 (IS) Julius Nichols Junr. by W Moore (IS) Gabriel Smithers (IS)
 Mary ^{her} Sanders (IS) Sealed and so delivered in the presence of
 Andrew Hamilton John McCord Joseph Sanders. South Carolina
 Ninety Six District Personally appeared before me John Moore
 one of the Justices of the Peace for the said District Joseph
 Sanders of the Town and District of Ninety Six aforesaid and
 made oath that he is one of the Subscribing Witnesses to the said
 Marriage Settlement and that he was present and did see Gabriel
 Smithers one of the Parties thereto sign and subscribe his name
 affix his Seal and deliver and execute the Same in due form of Law
 for the several uses intents and purposes therein mentioned and
 that he did also see Mary Sanders party thereto Set her

Mark, affix her Seal and deliver the Same, according to Law for the funeral
uses intents and purposes therein mentioned And this Deponent faith
that he did also see William Moore Esquire one of the Trustees within
mentioned Sign his Name affix his Seal and in due form of Law
execute and deliver the Same for the funeral uses intents & purposes
within mentioned and that he did also see the said William Moore
Esquire Sign the Name of Julius Nichols Esquire one other of the
Trustees within mentioned and affix the Seal of the said Julius Nichols
there to and in due form of Law delivered and executed the same as the
said and do Deed of the said Julius Nichols by his consent authority
and direction and this Deponent further faith that he did also see
the Andrew Hamilton Esquire and John McCord to other of the sub-
scribing Witnesses to the within Deeds Sign and Subscribe their
Names as Witnesses to the Execution thereof and that the Names of the
said Andrew Hamilton John McCord and John Sanders are of the
proper setting and hands Writing of the said Andrew Hamilton John
McCord and this Deponent respectively and that they signed their
Names respectively, together with this Deponent at the same Time
the within Deeds was executed Shown to before me John Moore
J.P. Rec^d July 9th 1787.

Articles of Agreement of three parts indented made 8th Between Martin
Elym of Charleston of the State of South Carolina of the first part, Anna
Christiana Goette Widow of George Goette of the second part and Barnard
Bushman of Charleston of the State aforesaid of the third Part as followeth
Whereas the said Anna Christiana Goette is Seized of and in certain
Negroes Battle Horses &c of Rice House hold Furniture &c And
whereas a Marriage Settlement is shortly intended to be had & solemnized
between the said Martin Elym and Anna Christiana Goette it is there
covenanted and agreed between the said Parties to these Presents in manner
and form following (that is to say) the said Martin Elym for himself his
Heirs and Executors and Administrators doth covenant and agree to
and with the said Anna Christiana Goette and Barnard Bushman
&c (as and Agreed in case the said Marriage shall take effect) That
three Negroes Viz^t Adam Tany and Tenny eight head of Battle
Horses Twenty Barrels of clean Rice of the present Crop House hold for

Mark, affix her Seal and deliver the Same, according to Law for the funeral
uses intents and purposes therein mentioned And this Deponent faith
that he did also see William Moore Esquire one of the Trustees within
mentioned Sign his Name affix his Seal and in due form of Law
execute and deliver the Same for the funeral uses intents & purposes
within mentioned and that he did also see the said William Moore
Esquire Sign the Name of Julius Nichols Esquire one other of the
Trustees within mentioned and affix the Seal of the said Julius Nichols
there to and in due form of Law delivered and executed the same as the
said and Deed of the said Julius Nichols by his consent authority
and direction and this Deponent further faith that he did also see
the Andrew Hamilton Esquire and John McCord to other of the sub-
scribing Witnesses to the within Deeds Sign and Subscribe their
Names as Witnesses to the Execution thereof and that the Names of the
said Andrew Hamilton John McCord and John Sanders are of the
proper setting and hands Writing of the said Andrew Hamilton John
McCord and this Deponent respectively and that they signed their
Names respectively, together with this Deponent at the same Time
the within Deeds was executed Shown to before me John Moore
J.P. Rec^d July 9th 1787.

Articles of Agreement of three parts indented made 8th Between Martin
Elym of Charleston of the State of South Carolina of the first part, Anna
Christiana Goette Widow of George Goette of the second part and Barnard
Bushman of Charleston of the State aforesaid of the third Part as followeth
Whereas the said Anna Christiana Goette is Seized of and in certain
Negroes Battle Horses &c of Rice House hold Furniture &c And
whereas a Marriage Settlement is shortly intended to be had & solemnized
between the said Martin Elym and Anna Christiana Goette it is there
covenanted and agreed between the said Parties to these Presents in manner
and form following (that is to say) the said Martin Elym for himself his
Heirs and Executors and Administrators doth covenant and agree to
and with the said Anna Christiana Goette and Barnard Bushman
&c (in case the said Marriage shall take effect) that
three Negroes Viz^t Adam Tany and Tenny eight head of Battle
Horses Twenty Barrels of clean Rice of the present Crop House hold for

South Carolina - This Indenture tripartite made the
Twenty first day of November in the Year of our Lord
one thousand seven hundred and eighty Six Between James
Brother of the State aforesaid Bucklayer of the first part
Mary Tulmer of the Same State Widow of the Second
part and Daniel Gobia Nicholas Gobia & Jⁿ McBride
of the third part Whereas a Marriage by Gods permission
is intended to be shortly had and solemnized between
the said James Brother & Mary Tulmer And whereas the
said Mary as Administratrix of her late Husband
John Tulmer deceased is possessed of the several Negroes
Horses cattle Hogs and Household Furniture particu-
larly mentioned in the Schedule hereunto annexed And

And where
agreed that
she will be
shall remain
Mary Tulin
as both of the
have agreed
therefore
transferred
James M
and de laud
Tulmex for
Marriage of
Cobia Nichol
hers of Math
presents to
Daniel Coble
of a begin at
Distributive
at Estate of
the said D
Cobles Admo
said can be
sooner that
Admon of
after the
Trust Veonia
McBride the
tributative
together with
Person or Per
said Mary
by any writ
Witnesses
mination of
on Virginia
Strother who
Subject on
on kind of
have heard
Strother (L
law Coble (a
Nicholas
was present
Daniel Coble
execute of de
purposes the
himself Sub
19th July 1770

(And whereas the Said James Snodgrass & Mary Tulmer have
agreed that the distributive part or Share of the Said Estate which
she will be entitled to after payment of her late Husbands Debts
shall remain for the sole & separate use and benefit of the Said
Mary Tulmer notwithstanding the coverture between them which
as both of them are willing & before their Said Intermarriage
have agreed that all her right Title & Interest in & to her distribu-
tive third part or Share of the Said personal Estate shall be
transferred and assigned to the said Daniel Cobie Nicholas Cobie
& James McBride for and upon the Trusts hereinafter expressed
and declared Now these presents Witnesses that the said Mary
Tulmer for the Purposes aforesaid & in consideration of the Said
Marriage & of some Shillings to her in hand paid by the said Daniel
Cobie Nicholas Cobie & James McBride before the Sealing & delivery
hereof hath granted bargained sold assigned With over & by these
presents doth grant bargain sell assign With over unto the said
Daniel Cobie Nicholas Cobie & James McBride their Executors Admin-
istrators & Assigns all her right Title & Interest in or to the said undivided
Distributive third part or Share of her said late Husbands personal
Estate To have & to hold the Same & every part thereof unto
the said Daniel Cobie Nicholas Cobie & James McBride their
Executors Administrators & Assigns Subject to the Trusts herein after spec-
ified concerning the Same & to no other Intent or Purpose what-
soever that is to say In trust for the said Mary Tulmer her Execu-
tors Administrators & Assigns untill the said intended Marriage take effect & there-
after the Solemnization of the said Marriage then upon Special
Trust & Confidence that the said Daniel Cobie Nicholas Cobie & James
McBride their Executors Administrators shall pay & deliver the Said dis-
tributive Part or Share of the Said Personal Estate hereby assigned
together with the Interest Benefit Issue & Proceeds thereof to such
Person or Persons & for such Uses intents and purposes as she the
said Mary whether Sole or covert and notwithstanding her Coverture
by any writing under her hands attested by two or more credible
Witnesses shall at any Time nominate and appoint & for such Nom-
ination & appointment to the said Mary Tulmer her Executors Admin-
istrators & Assigns for her & their Sole & separate use exclusive of the said James
Snodgrass who is to have nothing to do therewith nor is the same to be
Subject or liable to his Debts Contracts or Incumbrances of any Nature
or kind Soever In Witness whereof the Said Parties to these presents
have hereunto set their hands & seals the Day & Year first before written
James Snodgrass (ES) Mary Tulmer (ES) Daniel Cobie (ES) James McBride (ES) Nich-
olas Cobie (ES) Shaled and delivered in the presence of Margut Cobie
Nicholas Martin Nicholas Martin being duly sworn made oath he
was present & saw James Snodgrass & Mary Tulmer of the one part &
Daniel Cobie James McBride & Nicholas Cobie of the other part sign seals
execute & deliver the within Instrument of Writing for the intent uses &
purposes therein mentioned & that Margut Cobie at the same time with
herself subscribed her Name as a Witness thereto Nicholas Martin Sworn
18th July 1787. Before me Tho^s Hall J. D.

South Carolina, This Indenture made the Twenty day of
 May in the Year of our Lord one thousand Seven hundred and
 Eighty one and in the Twenty first Year of the Reign of our Sovereign
 Lord George the third by the grace of Gods of Great Britain France
 and Ireland King Defender of the Faith and so forth Between
 James Postell Junr of Saint Bartholomews Parish Colleton County
 and Province aforesaid Planter of the one part And Thomas Hutchin-
 son Esquire of said Parish County and Province of the other Part
 Whereas a Marriage by Gods Providence is intended shortly to
 be had and Solemnized by and between the said James Postell Junr
 and Sarah Shering Widow of James Shering Junr late of this
 Parish County Province Planter deceased And whereas in consi-
 deration of the said intended Marriage and of its taking Effect
 and for divers other good causes and considerations the said
 James Postell Junr hath engaged and agreed to and with
 the said Thomas Hutchinson in case the said intended
 Marriage take effect & be solemnized to settle Transfer & make
 over in manner herein after mentioned Specified and declared
 these several Slaves commonly called and known by the Names
 of Mingo, Judy, Libby, Sancho, Tom, James, Moses, Phabe,
 Silvia, Quaco, Ben, Guarard, Budgie, Nanny, Fatune, Edoy,
 Annah, Bernelia, Patty, Kingston, Juno, Amaretta, Linda,
 Betty, Carolina, Dick, Cato, Henry, Pompey, Maria, Rose,
 Pollydore, Judy, Sue, Peggy, Betty, Patty, Phillis, Abner, Mary,
 Wakefield, Sue, Aron, Scipio, Nanny, Peter, Scipio, Nanny,
 Joshua, and Billy with the Issue and Increase of such Female
 Slaves, as are abovementioned Now this Indenture witnessed
 that for the considerations aforesaid and in pursuance of the said
 Engagement and Agreement And also for and in consideration
 of the Sum of ten Shillings good and lawful Money of the
 Province aforesaid to the said James Postell Junr in hand well
 and truly paid by the said Thomas Hutchinson at and before
 the Sealing and delivery of these presents the receipt whereof
 is hereby acknowledged by the said James Postell Junr.

given

given granted bargained sold assigned transferred and set over by their power
doth give grant bargain sell assign transfer and set over unto the said
Thomas Hutchinson his Executors Administrators & Assigns all and
singular the aforementioned Slaves Mingo, Judy, Libby, Lanchy, Tom, Sam,
Moses, Phoebe, Silvia, Quacoo, Ben, Guercio, Cudger, Nanny, Tenture, Elsey,
Hannah, Cornelia Patty, Kingston, Juno, Amucka, Lyndia, Betty, Carolina,
Dick, Cato, Plenty, Pompey, Maria, Rose, Polladine, Judy, Sue Peggy,
Betty, Pally, Phillis, Abner, Mary, Wakefield, Sus Aaron, Sophia, Nanny,
Peter, Scipio, Nanny, Joshua and Betty with the Issue and Increase
of the Females. To have and to hold the said Slaves with the
Issue and Increase of the females to the said Thomas Hutchinson
his Executors, Administrators and Assigns forever. Upon Trust
nevertheless & to & for the several uses intents and purposes herein
after mentioned limited & appointed & declared of & for concerning
the same (that is to say) In Trust for the said Sarah Sherwing
during her natural life & from & after her decease In Trust and
to and for the use benefit and advantage of the Child or Children
of such Marriage to be equally divided between them And to
have and to hold the said Slaves with the Issue and Increase
of the females to him her or them his her or their Heirs Executors
Administrators and Assigns forever. But in case the said
Sarah Sherwing shall happen to die without Issue of her Body
begotten by the said James Postell Junr then In Trust that
the Slaves aforesaid with the Issue and Increase of the females be
delivered over to the said James Postell Junr his Executors or
Administrators as his and their own proper Goods and Chattels
forever. And it is hereby expressly covenanted and agreed upon
by and between the Parties of these presents that if at any Time
during the continuance of this present trust the said Thomas
Hutchinson should happen to die or depart this Province it shall
and may be lawfull to and for the said Thomas Hutchinson
in & by his last Will & Testament in writing or by any Deed exe-
cuted in the presence of Two Credible Witnesses to name & appoint
an other proper person as a Trustee to Execute the several

Trusts herein before mentioned and expressed in & on of him the said Thomas Hutchinson and in default of his so doing it shall and may be lawful to and for the said Sarah Shuring notwithstanding her coverture to nominate and appoint such Trustee or Trustees for the purposes aforesaid which Person or Persons so nominated and appointed it is hereby agreed that have the same powers and Authorities and be subject to the same limitations and restrictions touching & concerning the premises as the said Thomas Hutchinson any thing herein contained to the contrary notwithstanding In Witness whereof the Parties to these presents have hereunto interchangedly set their hands and Seals the day and year first above written James Postell Jr. (LS) Thos. Hutchinson (LS) Sealed and delivered in the presence of us the Subscribers before the within mentioned Marriage was made Charles Shuring John Hughes - Charleston S. Carolina 15th March 1787 Personally appeared before me John Edwards Jun^r one of the Wardens of the City of Charleston Charles Shuring Esq^r who on oath said that he was present at the signing sealing & delivery of this Instrument of Writing by James Postell Jun^r Thomas Hutchinson & that he the said Charles Shuring did sign the same as a Witness & that he was present when John Hughes did likewise witness the same

Sworn to before me this 15th March 1787.
 Rec^d March 16th 1787 - John Edwards Jun^r Warden

This Indenture Tripartite made the Day of March in the year of our Lord one thousand seven hundred and eighty seven between Duncan Littlejohn of the City of Charleston in the State of South Carolina Merchant of the first part Ann Kennedy of Edisto Island Colleton County and State of South Carolina Widow of the second part and Ephraim Mitchell of the same place of the third part whereas a marriage by Gods permission is intended shortly to be had and solemnized between the said Duncan Littlejohn and the said Ann Kennedy And whereas the said Ann Kennedy is now possessed in her own right of and in a considerable Personal Estate consisting of twelve negro Slaves named as follows Wist Phillis, Renty, Rose, Charlotte Esther

Esther, Bess, Sampson, Hannah, Tom, Bob, Prince and August which
 the said Duncan Littlejohn will be intitled to have take and receive
 on the solemnisation of the said intended marriage and where as in
 consideration of the said intended marriage and its taking effect
 it is covenanted and agreed to by and between the said Duncan Littlejohn
 and the said Ann Kennedy that the said Personal Estate of her the said Ann
 Kennedy in case the said intended marriage shall take effect and be so-
 lemnised shall be settled in the manner in these Indentures mentioned &
 specified and declared of for and concerning the same Now this
 Indenture Witnesseth that in prospect and in consideration
 of the said intended marriage and in pursuance of the said agreement
 and also in consideration of the sum of five shillings Sterling money
 of the State of South Carolina to the said Duncan Littlejohn by the
 said Ephraim Mitchell in hand well and truly paid at and before
 the sealing and delivery of these presents the receipt whereof is hereby
 acknowledged by the said Duncan Littlejohn for himself his Heirs Executors
 and administrators doth hereby covenant promise grant and agree to and
 with the said Ephraim Mitchell his Executors and administrators in case
 the said intended marriage shall take effect that then from and imme-
 diately after the solemnisation thereof by the said Ephraim Mitchell his
 Executors and administrators shall stand and be lawfully & rightfully
 possessed of and in the aforesaid Personal Estate consisting of twelve
 Negroe Slaves as aforesaid In trust nevertheless unto and for
 the several uses intents and purposes herein after mentioned & expressed
 and declared of for upon or concerning the same that is to say In trust for
 the said Ann Kennedy her Executors administrators and assigns untill the
 solemnisation of the said intended marriage and from and imme-
 diately after solemnization thereof then upon this further trust
 that he the said Ephraim Mitchell his Executors administrators and assigns
 shall and do permit and suffer or else sufficiently authorise and empower
 the said Duncan Littlejohn to have take and receive all the Interest
 Profits and produce to arise be had or made of from or by the said fore-
 mentioned personal estate during the natural life of the said Ann Kennedy
 for his use free from the controul of the said Ephraim Mitchell or any other person
 or persons whatsoever and from and immediately after the decease of the said
 Ann Kennedy then upon this further trust that he the said Ephraim Mitchell
 his Executors administrators and assigns shall do pay apply and dispose
 of the said personal Estate consisting of twelve Negroes Slaves and the
 Issue and increase of the females of them to such person or persons in such
 parts shares and proportions and upon such conditions manner & form
 as the said Ann Kennedy notwithstanding her said intended covenants

and whither covert or discover by any deed or writing or by her last will and Testament to be by her duly executed in the presence of two or more credible witnesses shall give direct limit or appoint the same which deed writing or will she the said Ann Kennedy is hereby and by the said Duncan Littlejohn her intended husband enabled and impowered to make and upon this further trust that he the said Ephraim Michell his Executors Administrators Assigns shall and will transfer and assign the aforesaid Personal Estate and Interest and all such securities as shall or may be then taken for the same to such person or persons and to such uses intents trusts and purposes and under such conditions as she the said Ann Kennedy notwithstanding her intended coverture and as if she were a feme sole shall by such her Deed or other writing or by her last Will and Testament in Writing to be by her so executed and testified in manner as aforesaid give dispose direct limit or appoint the same And the said Ephraim Michell for himself his Executors and Administrators doth hereby covenant promise and agree to and with the said Duncan Littlejohn and Ann Kennedy his said intended wife and to and with every of them by these presents that he the said Ephraim Michell his Executors and Administrators shall and will permit and suffer the said Duncan Littlejohn to have take and receive all the profits Interest and produce to arise be had or made of from or by the aforesaid Personal Estate and Interest during the natural life of the said Ann Kennedy and he the said Duncan Littlejohn for himself his heirs Executors and Administrators and for every of them doth covenant promise grant and agree to and with the said Ephraim Michell his Executors Administrators and assigns by these presents in manner following that is to say that for and notwithstanding any act matter or thing whatsoever by him the said Duncan Littlejohn to be had made committed or suffered it shall and may be lawful to and for the said Ann Kennedy his intended wife at any times or time during her coverture and at all times to make such deed writing or will in manner as aforesaid and thereby give direct limit appoint and dispose of the aforesaid Personal Estate Interest and premises to such Person and Persons and to and for such uses trusts intents and purposes and in such manner and form as she the said Ann Kennedy notwithstanding her said intended coverture

counture and whether covert or discover shall any time think fit
 And he the said Duncan Littlejohn his Executors and Administrators and
 all and every other person and Persons whatsoever claiming by form or under
 him or them shall not question, controul, obstruct, or hinder such disposition
 of her the said Ann Kennedy his intended Wife of and in the said respect-
 tive premises so to be by her given and disposed of as aforesaid AND
 Further that all and all manner of such gifts and dispositions whatso-
 ever to be by her the said Ann Kennedy so made and done of the aforesaid
 Personal Estate and premises and every part thereof shall be as good and
 effectual in Law at all times as if the said Duncan Littlejohn had
 himself joined in the said same with the said Ephraim Michell or
 with her the said Ann Kennedy or as if she were a feme sole and last-
 ly that he the said Duncan Littlejohn his Executors and Administrators
 shall and will from time to time and at all times hereafter
 upon the reasonable request and at the proper cost and charges of the said
 Ephraim Michell and Ann Kennedy their Executors Administrators or any or
 either of them make do and execute or cause or procure to be made done
 and executed all and every such further and other lawfull reasonable
 able Act and Acts thing and things, conveniences and assignments and
 assurances in the law whatsoever as well for the corroborating and
 strengthening of these presents as also for the further and better conveying
 assuring, assigning and confirming of all and singular of the aforesaid
 premises unto the said Ephraim Michell and Ann Kennedy their Executors
 and Administrators (subject nevertheless to the several uses trusts, and
 intents and purposes conditions and agreements herein and hereby
 respectively mentioned expressed and declared for and concerning the same
 as by their or any of their counsel learned in the law shall in that behalf
 be reasonably advised or required In witness whereof the said parties
 to these presents have hereunto interchangeably set their hands & seals
 the day and year first above written
 Signed and delivered by Duncan Littlejohn (L.S.)
 Ann Kennedy (L.S.)
 Ephraim Michell (L.S.)
 Michell in presence of
 Abigail Michell
 Eliza Bailey Clark

Recorded 23rd March 1787 and ss

Received of the within named Ephraim Michell the sum of five shillings
 Sterling money I say received— Duncan Littlejohn
 Personally appeared Abigail Michell before me who made oath that she
 saw the within named Duncan Littlejohn Ann Kennedy and Ephraim
 Michell sign seal and deliver the within Instrument of writing as their
 act and deed and for the purposes therein mentioned and that she and
 Elizabeth Bailey Clark signed their names as witness thereto and sworn to
 this 21st day of March 1787 Abigail Michell Joseph Mann J.P.