

to be between them And therefore not to be in law of law or third but the said law  
 if the above contract wherein they have been made And it further agreed upon that if the  
 said George should after marriage die before the said first of June then all and everything  
 mentioned in the above is to devolve on her to her heirs and next to return to the said George  
 sent heirs of the said George Tinker to himself a copy of the said George his executors  
 both deceased at his hand and seal this twentieth day of June 1787 Joseph Tinker  
 one /b/ East /Macon /Co/ signed sealed and delivered in presence of John Wallace  
 William Fitzpatrick. Personally came and appeared William Fitzpatrick and he  
 upon the day witness of this day you make this date year in the  
 witness named George Tinker and Eve Warren sign seal and as their act and  
 said deliver the within instrument of writing for the purpose written above  
 and that John Wallace together with himself witness where and as to  
 doo the same. Given this 9<sup>th</sup> day of February 1789 before me Joseph G. P.  
 per G.P. Recorded 10<sup>th</sup> February 1789.

## South Carolina

To know all Men by these Presents that I Hugh Rutledge  
 of Charleston in the State aforesaid am held and firmly bound unto John Huger  
 Francis Clinch and Benjamin Huger of the same State Esquires in the full and  
 just sum of Ten Thousand Pounds Sterling to be paid to the said John Huger Francis  
 Clinch and Benjamin Huger their heirs executors administrators or assigns  
 to which payment well and truly to be made I bind myself my heirs executors  
 and administrators firmly by these presents sealed with my seal and dated  
 the fourth day of October in the year of our Lord one thousand seven hundred  
 and eighty eight Whereas a Marriage is agreed upon and intended shortly to  
 be had and solemnized between the above bound Hugh Rutledge and Mary  
 Golightly Huger daughter of Benjamin Huger Esquire deceased And More  
 as in consideration of the said intended marriage and a considerable portion  
 that he the said Hugh Rutledge may have and receive in right of and with  
 his said intended wife after under the last Will and Testament of her said  
 father or by virtue of the deed of settlement made by him on his marriage with  
 her mother he the said Hugh Rutledge hath proposed and agreed that in no  
 case the said Marriage shall take effect and she the said Mary Golightly the  
 go shall survive him the said Hugh Rutledge her intended husband that in  
 then she the said Mary Golightly Huger shall have receive and be paid out  
 of the Real and Personal Estate of the said Hugh Rutledge the entire sum  
 of all such sums of money as he shall receive or profess in right of his said  
 intended wife from the estate of her father by or under his last Will and  
 Testament or by virtue of the deed of settlement by him made on her mother  
 as aforesaid for and to the proper use and benefit of the said Mary Golightly the  
 go for ever in her and her satisfaction of her honor and others in the estate of  
 the said Hugh Rutledge And if the said time in the life time of the said Hugh

Trustee and any child or children on her body by him begotten shall be living at his decease then such child or children if there are more than one and the survivor or survivors of them shall receive the principal of all such sums of Money agreed by the said Hugh Nuttidge in right of his said intended wife in manner aforesaid to be equally divided amongst them if more than one and paid by his executors or administrators of the said Hugh Nuttidge to such child or children as they shall respectively attain the age of twenty one years being a son or sons or the like age or marriage which shall first happen being a daughter or daughters etc. Therefore the condition of the above Obligation is such that the said Hugh Nuttidge shall by any deed or will duly executed or by any other ways and means well and sufficiently give bequeath devise convey and give aforesaid if his heirs executors or administrators shall pay or cause to be paid unto the said Mary Golightly Nuttige her Executors administrators or assigns to her proper use and benefit forever if the said marriage shall take effect and she shall survive him the principal of all such sums of Money as he shall receive or agree in his right in manner aforesaid out of the estate Real and Personal of the said Hugh Nuttidge within two years after his decease together with legal interest from the time of his decease until the said Money shall be paid and if the said Mary Golightly shall die in his life time and any child or children on her body begotten by him shall be living at his death then if he shall so give bequeath devise convey or aforesaid or his heirs executors or administrators shall well and truly pay or cause to be paid to and for the proper use and benefit of all such child or children and the survivor or survivors of them his her and their heirs forever the said principal of all such sums of Money as shall be by the said Hugh Nuttidge in right of his said wife had in manner aforesaid to be equally divided amongst them if more than one and paid by his heirs executors or administrators to such child or children as they respectively attain the age of twenty one years being a son or sons or the like age or marriage which shall first happen being a daughter or daughters according to the true intent and meaning of the Parties then the above written Obligation shall be void and of no effect also the same shall be of full force and virtue? Hugh Nuttidge /sd/  
 Sealed and delivered in the presence of J. Nuttidge Chancery District Notary appraised the witness John Nuttidge Esq. being duly sworn and that he was present and saw Hugh Nuttidge Esq. sign and seal and his act and deed witness this Instrument of writing for the uses and purposes herein mentioned and that he this Deponent subscribe his name as a witness to the Execution thereof. Dated the 26<sup>th</sup> day of February 1789 before Peter Greenan J.P. Number 26<sup>th</sup> Feb 1789.

This Indenture made the ninth day of June in the year of our Lord one thousand seven hundred and eighty eight and in the twelfth year of the Independence of the United States of America Between Sarah Hopton of the City of Charleston in the State of South Carolina Spender of the one part and Samuel Legare merchant of the same place of the other part Witnesseth that the said Sarah Hopton for and in consideration of the sum of five Pounds Sterling money to her in hand well and truly paid by the said Samuel Legare at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth Great bargain and sell unto the said Samuel Legare his Executors Administrators and Assigns all that one full undivided moiety or half part of all that plantation or Tract of Land containing in the whole about eleven hundred and fifty Acres Situate and being on Wards River in Christ Church parish in the said State Also all that plantation or Tract of Land containing three hundred and fifty acres Situate and being on Turkey Creek in the said State also all that one full undivided moiety or half part of all that Town Lot or piece or parcel of Land situate and being on the North side of Broad Street in the City of Charleston aforesaid at present occupied by James Ashew Jeweller and others Also all that lot or piece or parcel of Land situate and being on the South side of Trad Street in Charleston aforesaid and now in the tenure or occupation of a certain Doctor Fleet Also all that and those lots or pieces or parcels of Land situate and being on Pinckney Street in the City of Charleston aforesaid on which four Brick Foundations are now erected and being aforesaid that Town Lot or piece or parcel of Land of her the said Sarah Hopton situate and being in Meeting Street in Charleston aforesaid and which was lately purchased by her from John Parker Esquire Also all that one other Town Lot or piece or parcel of Land of her the said Sarah Hopton situate and being on the East side of Meeting Street in Charleston aforesaid containing in front on the said Street forty five feet and in depth two hundred and thirty six feet or near thereabouts bordering West on Meeting Street aforesaid North on Lands late of William Harvey so deceased East on Lands of the Baptist Church and to the South on Lands of Joshua Ward together with all the Houses out Houses ways hedges Loddments rights Members and appurtenances whatsoever to the same premises belonging or in anywise incident or appertaining and the reversion and reversion remainder and remainders realtys personalty thereof and of every part thereof To have and to hold the said Plantations or Tracts of land and the said several Town Lots or pieces or parcels of Land and premises herein before mentioned or intended to be hereby bargained and sold with their appurtenances unto the said Samuel Legare his Executors Administrators and Assigns from the day next before the day of the date of these presents for and during and over the full end and term of one whole year from thence next ensuing and fully to be compleat and ended Yielding and having to therefore unto the said Sarah Hopton her heirs and assigns the rent of one pepper corn only on the last day of the said term if lawfully demand To the intent that by virtue of these presents and of the Statute for transposing uses into possession of force in this State the said Samuel Legare may be in the actual possession of all and singular the premises aforesaid with their appurtenances and thereby be enabled to accept and take a grant and Possession of the Reversion and inheritance thereunto him and his heirs and assigns for ever by Indenture to be

intended to be made between the said Sarah Hopton of the first part Nathaniel Rupell of Charleston aforesaid Merchant of the second part and the said Samuel Legare of the third part and to bear date of the day next after the day of the date of these presents subject nevertheless to the several trusts and conditions in the said Indenture Interpartite mentioned In witness whereof the said parties to these presents have hereunto interchangably set their hands and seals the day and year first above written.

Sarah Hopton /S/

Sealed and delivered in

the presence of Mary C Hopton

J. Ward

Joshua Ward being duly sworn made oath that he was present and did see Sarah Hopton sign seal and as her act and did deliver the within Instrument of writing to and for the uses therein mentioned and that he with Mary C Hopton signed their names as witnesses to the same

J. Ward

Sworn before me the 26<sup>th</sup> February 1789 John M'Call S.P.

Received 3<sup>rd</sup> March 1789.

This Indenture Interpartite made the tenth day of June in the year of our Lord one thousand seven hundred and eighty eight and in the twenty fifth year of the Independence of the United States of America Between Sarah Hopton of the City of Charleston in the State of South Carolina Spinster of the first part Nathaniel Rupell of the same place Merchant of the second part and Samuel Legare also of the said City and State Merchant of the third part Whereas at a Marriage by God's Permission /is/ intended shortly to be had and solemnized by and between the said Sarah Hopton and the said Nathaniel Rupell and in consideration thereof it is agreed by and between the said Nathaniel Rupell and the said Sarah Hopton that the several Plantations or Tracts of Land and Town Lots or pieces of Land herein after particularly mentioned and described and also the twenty five Negro and other Slaves herein after particularly named with the future Issues of the said female slaves being the private Interest and Estate of the said Sarah Hopton and likewise the sum of two thousand pounds Sterling Money the Estate of the said Nathaniel Rupell shall be toans for the several uses Trusts Intents and purposes herein after mentioned and that for that purpose the same are to be conveyed transferred and assigned unto the said Samuel Legare In trust to and for the several uses trusts intents and purposes herein after mentioned and declared for and concerning the same Now this Indenture witnesseth that in pursuance of the said agreement and for and in consideration of the sum of ten Shillings Sterling money to her the said Sarah Hopton in hand well and truly paid by the said Samuel Legare at and before the sealing and delivery of these presents and for the settling and apuring the said Plantations or Tracts of Land and also the <sup>third</sup> Town Lots or pieces or parts of Land

Land

intended to be made between the said Sarah Hopton of the first part Nathaniel Rupell of Charleston aforesaid Merchant of the second part and the said Samuel Legare of the third part and to bear date of the day next after the day of the date of these presents subject nevertheless to the several trusts and conditions in the said Indenture Interpartite mentioned In witness whereof the said parties to these presents have hereunto interchangably set their hands and seals the day and year first above written.

Sarah Hopton /S/

Sealed and delivered in

the presence of Mary C Hopton

J. Ward

Joshua Ward being duly sworn made oath that he was present and did see Sarah Hopton sign seal and as her act and did deliver the within Instrument of writing to and for the uses therein mentioned and that he with Mary C Hopton signed their names as witnesses to the same

J. Ward

Sworn before me the 26<sup>th</sup> February 1789 John M'Call S.P.

Received 3<sup>rd</sup> March 1789.

This Indenture Interpartite made the tenth day of June in the year of our Lord one thousand seven hundred and eighty eight and in the twenty fifth year of the Independence of the United States of America Between Sarah Hopton of the City of Charleston in the State of South Carolina Spinster of the first part Nathaniel Rupell of the same place Merchant of the second part and Samuel Legare also of the said City and State Merchant of the third part Whereas at a Marriage by God's Provisiou/s intended shortly to be had and solemnized by and between the said Sarah Hopton and the said Nathaniel Rupell and in consideration thereof it is agreed by and between the said Nathaniel Rupell and the said Sarah Hopton that the several Plantations or Tracts of Land and Town Lots or pieces of Land herein after particularly mentioned and described and also the twenty five Negro and other Slaves herein after particularly named with the future Issues of the said female slaves being the private Interest and Estate of the said Sarah Hopton and likewise the sum of two thousand pounds Sterling Money the Estate of the said Nathaniel Rupell shall be toans for the several uses Trusts Intents and purposes herein after mentioned and that for that purpose the same are to be conveyed transferred and assigned unto the said Samuel Legare In trust to and for the several uses trusts intents and purposes herein after mentioned and declared for and concerning the same Now this Indenture witnesseth that in pursuance of the said agreement and for and in consideration of the sum of ten Shillings Sterling money to her the said Sarah Hopton in hand well and truly paid by the said Samuel Legare at and before the sealing and delivery of these presents and for the settling and apuring the said Plantations or Tracts of Land and also the <sup>third</sup> Town Lots or pieces or parts of Land

Land

Land herein after mentioned and the several Negro and other Slaves herein aforesaid  
 with the future Issue of the said Female Slave as likewise the said Sum of two thousand  
 pounds Sterling Money to and for the several uses trusts intents and purposes herein  
 after limited expressed and declared and upon and under the several trusts premises  
 and agreements and in such manner as herein after in and by these presents are therefore  
 limited expressed and declared and for diverse other good causes and considerations her the  
 Said Sarah Hopton hereunto moving the the said Sarah Hopton /by and with the  
 aforesaid knowledge purity consent and agreement of the said Nathaniel Russell  
 testified by his being made a party to and signing and sealing of these presents/  
 hath given granted bargained sold aliened remise released and confirmed and  
 by these presents doth give grant and confirm sold aliened remise release and confirm  
 unto the said Samuel Legare /in his actual possession now being by virtue of a bargain  
 and sale to him thereof made for one whole year by Indenture of Lease bearing date  
 the day next before the day of the date of these presents made between the said Sarah  
 Hopton of the one part and the said Samuel Legare of the other part and by force  
 of the Statute for transforming uscots possession of force in this State and to his  
 heirs and assigns for ever all that one full undivided Minority or half part of all  
 that plantation or Tract of Land containing in the whole about eleven hundred  
 and fifty acres situate and being on Wando River in Christ Church Parish in  
 the said State also all that plantation or Tract of Land containing three hundred  
 and fifty acres situate and being on Turkey Creek in the said State  
 Also all that one full undivided Minority or half part of all that Town Lot  
 or piece part or parcel of Land situate and being on the North side of Broad  
 Street in the city of Charleston aforesaid at present occupied by James Andrew  
 Fowler and others Also Also that Lot or piece or parcel of Land aforesaid  
 lying and being on the South side of Trade Street in Charleston aforesaid  
 and now in the tenure or occupation of a certain Doctor Flint Also all  
 that and those Lots or pieces or parcels of Land situate and being on Pinckey  
 Street in the city of Charleston aforesaid on which Your Brick Foundations  
 are now erected and being which said plantations or Tracts of Land and  
 Town lots or pieces or parcels of land are an undivided fourth part of the  
 real Estate of William Hopton late of the City of Charleston Esquire deceased  
 which on a division of his whole Real Estate fell to the said Sarah Hopton  
 part hereto she having had her third choice of the same as by the will  
 of the said William Hopton relation thereto being had will now fully  
 and at large appear Also all that Town Lot or piece or parcel of Land of her  
 the said Sarah Hopton situate and being in Meeting Street in the City of Charleston  
 aforesaid and which was lately purchased by her from John Parker Esquire  
 Also all that one other Town Lot or piece or parcel of land of her the said  
 Sarah Hopton situate and being on the East side of Meeting Street in Charle  
 ston aforesaid containing in front on the said street forty five feet and in depth  
 two hundred and thirty six feet or thereabouts bounding West on Meeting Street  
 bounded North on Land late of William Harvey deceased East on Land of  
 the Baptist Church and to the South on Land of Joshua Ward together

5

with all and singular the Houses and houses ways passages hereditaments  
 Rights Members and appurtenances whatsoever to the said Plantations or  
 Tracts of Land and the said Town Lots or pieces or parcels of Land or any  
 or either of them standing being belonging or in any wise incident or  
 appertaining and the Rents and reverences remainder and remains  
 Rents Issues and profits thereof and of every part thereof and also all the  
 Estate right Title Interest use trust possession property profit benefit claim  
 and demand whatsoever both in Law and equity of her the said Sarah Hopton  
 of in and to the same or any part thereof to have and to hold the said  
 Plantations or Tracts of Land and the said Town Lots or pieces or parcels of  
 Land and all and singular the premises herein before mentioned or intended  
 to be hereby granted and released with their and every of their attri-  
 butances unto the said Samuel Legare his Heirs and assigns forever  
 In trust and to and for the several uses respective uses schools intents  
 and purposes and with and under the several and restrictive Limitations  
 Provisions Conditions and agreements herein after mentioned limited subject  
 and appointed and to and for none other use intent or purpose whatsoever  
 And this Indenture further witnesseth that for the consideration  
 aforesaid the said Sarah Hopton by the like advice knowledge priority  
 consent and agreement of the said Nathaniel Russell testified as aforesaid  
 hath granted bargained sold and delivered and by these presents doth in  
 plain and Open Market deliver, <sup>according</sup> to due form of Law grant bargain  
 sell and deliver unto the said Samuel Legare his Executors Administrators  
 and Assigns ~~All~~ Those twenty five Negro and other Slaves following that  
 is to say Ben. Diego Andrew Roger John Pompey Biley Frank Carter  
 Sipho Matthew Castalia Aja Denah Nancy Fanney Lunal Suhay Bloc  
 Dorcas Tib Jude Amariah Hannah and Peggy with the future Issue  
 and Increase of the said Female Slaves and all her Estate Right Title and  
 Interest of in and to the same And in consideration of the said Marriage  
 and of its taking effect the said Nathaniel Russell hath assigned transferred  
 and set over and by these presents doth assign Transfer and set over unto  
 the said Samuel Legare his Executors Administrators and Assigns the  
 sum of two thousand pounds Sterling Money to have and to hold  
 the said several Negro and other slaves with the future issue of the said  
 Female Slave and also the said sum of two thousand pounds Sterling Money  
 unto the said Samuel Legare his Executors Administrators and Assigns forever  
 Upon trust nevertheless and to and for the several uses intents and  
 purposes herein after mentioned and appointed concerning the same and  
 to and for none other use Intent and purpose whatsoever that is to say  
 In trust for the said Sarah Hopton her Heirs Executors Administrators  
 and Assigns until the solemnization of the said intended Marriage and  
 from and immediately after the solemnization thereof then upon his  
 death

further Trust that he the said Samuel Legare his Executors Administrators and  
 Assigns do and shall permit and suffer or else well and sufficiently authorize and impow  
 the said Nathaniel Russell the intended Husband to receive and take all and singular  
 the rents issues profits Interest Earnings Increase and Gains arising or to arise  
 from the said Land and Slaves and from the said Sum of two thousand pounds  
 Sterling Money so conveyed as aforesaid during the continuance of the said intended  
 Marriage to and for his own use and benefit free from the control of the said  
 Samuel Legare or any other person or persons whomsoever and without any sum  
 to be given for the same and upon this further trust that in case the said  
 Sarah Hopton the intended wife should at any time during the continuance of  
 of the said Marriage be minded or desirous of selling and disposing of any of  
 the said Slaves or of the future issue of the said Female Slaves or of the said  
 Plantations or Tracts of Land or the said Town Lots or pieces or parcels of Land  
 or any or either of them that then and on that condition it shall and may be  
 Lawfull for her so to do the giving notice in writing under her hand and seal  
 of such her intention unto the said Samuel Legare his heirs Executors and  
 Administrators and that thereupon the said Nathaniel Russell and Sarah  
 Hopton the intended husband and wife and the said Samuel Legare his  
 Heirs Executors Administrators shall have power and statthony to Grant  
 Bargain Sell Convey and dispose of such Slave or Slaves or of the said Land  
 upon such conditions as for such sum and sums of Money as may be  
 reasonably had or obtained for the same which said sum and sums of  
 Money shall be at the sole and absolute disposal of the said Sarah Hopton  
 the intended wife and without any account to be rendered or given by her  
 for the same to any Person or persons whomsoever anything herein before  
 contained to the contrary thereof in any wise notwithstanding and upon this  
 further Trust that he the said Samuel Legare his Heirs Executors Administrators  
 and Assigns do and shall pay apply divide dispose of and deliver the said  
 Slaves with the future issue of the said Female Slaves and the said  
 Land and the sum of two thousand pounds Sterling Money unto and amongst  
 such Child or Children of the said intended Marriage as shall be living  
 at the time of the death of the said Sarah Hopton the intended wife to be  
 equally divided between them share and share alike but in case no such Child  
 or Children should be living at the time of the Death of the said intended  
 Wife Then that he the said Samuel Legare his Heirs Executors Administrators  
 and Assigns do and shall deliver up pay apply divide and dispose of the  
 said Slaves with the future issue of the said Female Slaves as also of the  
 said Plantations or Tracts of Land and the said Town Lots or pieces or  
 parcels of Land and premises and likewise the said sum of two thousand  
 pounds Sterling Money unto and amongst such person or persons and  
 in such parts shares and proportions and upon such conditions manner  
 and form as the the said Sarah Hopton the intended wife notwithstanding  
 her said intended coveture or whether covert or discover by any deed  
 in writing or by her last will and Testament in writing to be by her duly

108

executed in the presence of three credible witnesses shall give direct limit and appoint  
 the same which said deed writing or will she the said Sarah Hopton is hereby and by  
 the said Nathaniel Russell the intended Husband hereby enabled and impowered  
 to make and the said Nathaniel Russell for himself his Heirs Executors and  
 Administrators and for every of them both hereby covenant promise granted  
 agrees to and with the said Samuel Legare his heirs Executors Administrators  
 and assigns by these presents in manner and form following that is  
 to say That for and notwithstanding any act matter or thing whatsoever  
 by him the said Nathaniel Russell to be had made committed done  
 executed suffered or asserted unto it shall and may be Lawful to and  
 for the said Sarah Hopton his intended Wife at any time or times  
 during her coverture and at all times (in case of no issue as aforesaid)  
 to make such deed writing or will in manner as aforesaid and thereby  
 give direct limit and appoint and dispose of the said Slaves with  
 the future Issue of the said Female Slaves and the said Land and  
 Premises herein before mentioned as also the said sum of two  
 thousand four hundred Sterling Money to such person or Persons and to  
 and for such uses intents trusts and purposes and in such way  
 manner and form as she the said Sarah Hopton notwithstanding  
 her said intended Coverture and whether Covert or discouert shall  
 at any time hereafter think fit to make and give And that  
 he the said Nathaniel Russell his Executors and Administrators and all and  
 every other person and persons whomsoever claiming or to claim by him or under  
 him or them shall not question controvert obstruct or hinder such disposition  
 of her the said Sarah Hopton the intended wife of or in the said respective premises  
 so to be by her given and disposed of as aforesaid And that all and all manner  
 of such gifts and dispositions whatsoever to be by her the said Sarah Hopton  
 so made and done as aforesaid of the said premises or any part thereof shall be  
 at all times as good and effectual in the Law as if the said Nathaniel Russell  
 had himself joined in the same with the said Samuel Legare or with her  
 the said Sarah Hopton the intended wife or as if she were a Single  
 And further that he the said Samuel Legare his heirs Executors Administrators  
 and assigns shall and may from time to time and at all times hereafter  
 peacefully and quietly have hold use occupy possess and enjoy the said herein  
 before mentioned premises and every part and parcel thereof nevertheless  
 upon the several trusts intents and purposes herein and hereby mentioned  
 reserved and declared of for and concerning the same without any let distinction  
 or interruption of or by the said Nathaniel Russell his Executors Administrators  
 or assigns or any other person or persons whomsoever claiming or to claim  
 by him or under him or them or by or through his or their means  
 absent

408  
in't and affir'd  
is hereby and by  
Law imposed  
as Executress  
and Grantor  
Administrator  
w'ch that is  
thing what ever  
mitt'd done  
Lawfull to and  
so or times  
as ap'ress'd  
and and thereby  
leaves with  
d Land and  
sum of two  
persons and to  
such way  
withstanding  
scov't shall  
And that  
ins and all and  
by form or use  
such disposition  
respecting premis  
and all manner  
of Sarah Hopton  
thereof shall be  
Nathaniel Russell  
or with her  
as a Tme sole  
cutors admis  
res here after  
he said herein  
I nevertheless  
crely mentioned  
at any let disturbance  
executors Administrators  
impose to claim  
their mens  
affert

Priority or procurement And Lastly, that he the said Nathaniel Russell his  
Heirs Executors and Administrators shall and will from time to time and at all  
times hereafter upon the reasonable request and at the Costs, and Charges of the said  
Samuel Legare and Sarah Hopton their Heirs Executors Administrators or assigns  
or any or either of them make do and execute or cause to be made done and  
executed all and every such further and other Lawfull and reasonable Act and  
Acto thing and things conveyances and appearance in the Law whatsoever as  
well for the corroborating and Strengthening of these presents as also for the further  
and better conveying affixing and confirming of all and singular the herein  
before mentioned premises and every part and parcel thereof respectively unto the  
Said Samuel Legare and Sarah Hopton or either of them their or either of their  
Heirs Executors Administrators or assigns respectively. Nevertheless for the several  
uses and upon the several trusts intents purposes conditions and agreements  
herein and hereby mentioned expressed and declared of for and concerning the  
same; as by them or either of them or their or either of their Counsel learned in  
the Law shall be reasonably devised advised or required. I'm Witnesse wherefore  
the said parties to these presents have hereunto interchangably set their hands  
and Seals the day and Year first above written.

Memoandum it is agreed between the parties to this Indenture Tripartite  
named that for and notwithstanding any thing herein contained to the contrary  
hereof it shall and may be lawfull to and for the said Sarah Hopton the  
intended wife in case of Spouse of the said Intended Marriage to give and  
dispose of the herein before mentioned Land, Slaves and the said sum of two  
thousand pounds Sterling Money to such person or persons and in such way  
and manner as she shall by any deed in writing or by her last Will and  
Testament in writing signed in the presence of three Witnesses give direct  
limit and appoint the same.

Sealed and delivered Sarah Hopton, Ls/ Nathl. Russell Ls/ Sam'l Legare Ls/  
the words of the death / between  
the second and third Lines of the fourth sheet of this deed being first interlined  
in the presence of Mary C. Hopton

I Ward

Joshua Ward being duly sworn made oath that he was present and  
did see Sarah Hopton Nathaniel Russell and Samuel Legare sign  
Seal and as their Act and deed deliver the within Instrument of writing  
to and for the uses intents and purposes herein mentioned and that he  
with Mary C. Hopton signed their names as witnesses to the same  
Sworn before me the 26<sup>th</sup> February 1789 I Ward  
Received 3<sup>rd</sup> March 1789 John M. Call J.P.

Indenture made the twenty second day of February in the year of our  
Lord one thousand seven hundred and eighty nine Between Mary Christians  
Hopton of the City of Charleston in the State of South Carolina Spinster of the  
one part and Nathaniel Russell and Samuel Legare of the same place sign  
of the other part Witneseth that the said Mary Christians Hopton

and in consideration of the sum of five Millions Sterling Money to her in hand well and truly paid by the said Nathl. Russell & Sam'l Leger at and before the sealing and delivery of these presents the Receipt whereof is hereby acknowledged both bargained and sold and by these presents both bargain and sell unto the said Nathl. Russell and Sam'l Leger their Executors Administrators and Assigns all that Plantation or Tract of Land situate and being on Wando River in Christ Church Parish in the said State containing about one thousand and eighty acres also all that Plantation or Tract of Land containing three hundred acres situate on Stevens's Creek on Savannah river Also all that Plantation or Tract of Land containing three hundred and fifty acres situate on Cragg Town creek on Savannah river Also all that Plantation or Tract of Land containing two hundred acres situate on Haw Creek on Savannah river Also all that Plantation or Tract of Land containing three hundred acres situate on Broad Creek on Savannah river Also all that Town lot or piece of land situate and being on the back side of Boundary street in Charleston containing one hundred and thirty feet on King street and two hundred feet on Boundary street aforesaid Also all that Town lot or piece of land situate on the West side of King Street in Charleston aforesaid containing in front on the said street forty eight feet and in depth Northwardly two hundred and thirty feet Also all that Town lot or piece of land situate on the South side of Pinckey Street in Charleston containing in front on the said street about forty feet and in depth one hundred and fifty feet Also all that another Town lot or piece of land situate on the West side of Belin's Alley in Charleston being the same on which one William White hath for some time resided containing in front on the said Alley thirty feet and in depth one hundred and fifteen feet together with all and singular the houses outhouses and dements rights and appurtenances whatsoever to the said several Plantations or Tracts of land and to all several Town lots of land or any or either of them standing being belonging or in incident or appertaining And the rorism and rorisms remainder and remainants of fees and profits thereout and of every part thereof To have and To hold the said several Plantations or Tracts of land and the said several Town lots of land and all and singular other the premises herein before mentioned or intended To be hereby bargained and sold with their and every of their rights Members and Appurtenances unto the said Nathaniel Russell and Samuel Leger their executors and administrators to the day next before the day of the date of these Presents unto the full end and term aforesaid from thence next ensuing and fully to be complete and ended yielding and paying therefore unto the said Mary Christiana Norton her heirs or assigns the Rent of one pippin tree only on the last day of the said term if lawfully demand ed So the intent that by virtue of these Presents and of the Statute for the Enfranchisement of Negroes in this State the said Nathaniel Russell and Samuel Leger may be in the actual possession of the said lands hereby bargained and promised unto them as perfoemance and to thereby enable to accept and take a grant and release of the rorism and inheritance thereof to them and their heirs and assigns from by instrument of sealed and attested to be made between the said Mary Christiana Norton of the one part and the said Nathaniel Russell and Samuel Leger of the other part and to bear date of the day next after the day of the date of these Present  
diligent

Subject notwithstanding and to all upon the several bonds premises and other conditions set forth  
 in the instrument of Deed mentioned in Part 1 whereof the said parties to these presents have heretofore set  
 their hands and seals the day and year first above written Mary Christiana Nupton deceased and  
 was present and die in the within name Mary Christiana Nupton deceased left and  
 in the within instrument of Deed to the last herein mentioned John Ball and Samuel  
 and before signed their names as Testifiers to same John Ball deceased before the 26th of Feb  
 John Ball & Nathaniel Nupton Testified before me this day of February in the  
 year of our Lord one thousand seven hundred and one and again before James Guyoune of the City of  
 Charleston in the State of South Carolina Resident of the first part Mary Christiana Nupton  
 the said place of residence of the second part and Nathaniel Nupton and Samuel Guyoune  
 Esquires of the third part Whereas a marriage by Godly personification is intended  
 that they have and intermeddy and between the said James Guyoune and the said Mary Chri-  
 stiana Nupton and in consideration thereof it is agreed by and between the said James Guyoune  
 and Mary Christiana Nupton that the said Plantations or Tracts of land and the several  
 other lots of land situate in Charles Town aforesaid and which are intended to be herein after  
 more fully and more particularly named and described and also the thirty slaves and other slaves  
 herein after hereinafter named and left to the future use and service of the said James  
 Guyoune as likewise the Stock of Cattle now ranging and being on a plantation or lands now in  
 Christ Church parish in the said State with the future increase of such as are found shall be  
 so and for the several lots inlets and purposes herein after mentioned and declared and for the  
 purpose the same are to be granted bargained assigned transferred and conveyed unto the said Nathaniel  
 Nupton and Samuel Leger and the survivors of them and such survivors heirs executors ad-  
 ministrators and assigns In Trust &c and for the several lots inlets and purposes hereinabove men-  
 tioned and declared of for and concerning the same Now This Indenture witnesseth  
 that in pursuance of the said agreement made as aforesaid and for and in consideration of the  
 sum of ten shillings Sterling Money to the said Mary Christiana Nupton in hand well and truly  
 paid by the said Nathaniel Nupton and Samuel Leger or one of them at and before the sealing and  
 delivery of these Presents the receipt whereof is hereby acknowledged and for the setting and placing the several  
 Plantations or Tracts of land and other lots of land herein after mentioned and the several slaves  
 and other slaves herein after named with the future use of the said female Slave as likewise the said  
 Stock of cattle and increase thereof to and for the several lots inlets and purposes herein after limited  
 expressed and declared and upon and under the several trusts and agreements and in such man-  
 ner as herein after in and by these Presents are there of limited expressed and declared and for de-  
 vising other good causes and considerations for the said Mary Christiana Nupton her heirs surviv-  
 ing the said Mary Christiana Nupton by and with the aforesaid knowledge jointly consent and agree-  
 ment of the said James Guyoune testified by his being made party to and signing and sealing these  
 Presents Both given granted bargained sold alienated remised released and confirmed and  
 by these Presents Both give grant bargain sell alien remise release and confirm unto  
 the said Nathaniel Nupton and Samuel Leger /in their actual profession now being  
 by virtue of a Bargain and sale to them thereof made for one whole year by Indenture  
 of Lease bearing date the day next before the day the date of these Presents and made  
 between the said Mary Christiana Nupton of the one part and the said Nathaniel Nupton  
 and Samuel Leger of the other part and by force of the Statute for transferring several  
 properties and to their heirs and assigns forever It is agreed that Plantation or tract of  
 land situate and lying on Muds River in Christ Church Parish in the said State  
 containing about one thousand and eighty acres Also all that Plantation or tract of  
 land containing three hundred acres situate on Muds River on Savannah River  
 also all that Plantation or tract of land containing three hundred and fifty acres  
 situate on Buffalo Town creek on Savanna river Also all that Plantation or tract of  
 land containing two hundred acres situate on River creek on Savannah River Also  
 all that Plantation or tract of land containing three hundred acres situate on

Saw mill on Savannah River Also all that Town lot or piece of land situate  
 and being on the south side of Boundary Street in Charleston containing one hundred  
 and thirty feet on King Street and two hundred feet on Boundary Street  
 aforesaid Also all that Town lot or piece of land situate on the West side of King  
 Street in Charleston aforesaid containing in front on the said Street forty eight feet  
 and in depth Northward by two hundred and thirty two feet Also all that Town  
 lot or piece of land situate on the south side of Pinckney Street in Charleston con-  
 taining in front on the said Street about thirty feet and in depth one hundred  
 and fifty feet Also all that one other Town lot or piece of land situate on the  
 West side of Bedon's Alley in Charleston being the same on which one Maria  
 White hath for some time resided containing in front on the said Alley thirty  
 feet and in depth one hundred and fifteen feet which said several Plantations  
 or Tracts of Land and Town lots or pieces of land were her for the property of  
 William Hopton late of Charleston aforesaid Esquire deceased and were by him  
 given and devised unto his daughter the said Christiana Hopton jointly with  
 together with all and singular the houses out houses tenements rights  
 members and Appurtenances whatsoever to the same belonging or in anywise  
 incident or pertaining And the Reversion and Reversions remainder and  
 remainders rents issues and profites thereof and of every part and parcel thereof  
 And also all the Estate Right Title Title &c &c &c Trust Proprietary Trust &c right  
 claim and demand whatsoever both in Law and Equity which she the said  
 Mary Christiana Hopton now hath or is to the said premises or any part or  
 parcel thereof To have and to hold the said several Plantations or Tracts  
 of Land and the said Town lots or pieces of Land and all and singular the pa-  
 nies herein before mentioned intended to be hereby granted or released  
 with their and every of their Appurtenances unto the said Nathaniel Ruffell  
 and Samuel Legare and the survivor of them and such survivor's heirs and  
 assigns forever In Trust and to and for the several and respective uses be-  
 hoofe intents and purposes and with and under the several and respective  
 limitations purposes conditions and agreements herein after mentioned limit-  
 ed capayable and appointed and to and for none other use intent or pur-  
 pose whatsoever And this Indenture further Minceth that for the considera-  
 tion aforesaid the said Mary Christiana Hopton by the like advice know-  
 ledge Privily consent and Agreement of the said James Gregorie Testified as  
 aforesaid hath granted bargained sold and delivered and by these Pres-  
 ents doth in plain and open market and according to due form of law grant bor-  
 gage sell and deliver unto the said Nathaniel Ruffell and Samuel Legare and  
 the survivor of them and such survivors Executors administrators and assigns  
 all those thirty negro and other slaves known by the names of Prince a far-  
 son George a Shoemaker John a Bricklayer March a Tanner Titus a black  
 brick Dristol Lucy Simon Daphney Mary Peter O'hellefett a Henry James  
 John Lura Prince Wally Dick Bellah Sarah Deb Lucia Maria felia Mc-  
 lair Legare and Jack with the future issue and increase of the said female slaves  
 and her estate right title and interest in and to the same And in considera-  
 tion aforesaid she the said Mary Christiana Hopton hath bargained and  
 sold and by these presents Doth bargain and sell unto the said Nathaniel  
 Ruffell and Samuel Legare and the survivor of them and such survivors

of land same  
containing one ha.  
Boundary line  
West side of the  
West forty eight per  
Also all that Town  
in Charles Town ca  
the one hundred  
a village on the  
which one William  
said Alley King  
and Plantation  
is The property of  
and were by him  
also partly his  
stamens rights  
ing or in anywise  
is remainder and  
and general Right  
on property left  
ich she the said  
is over any part or  
Plantations or Estates  
singular the pur  
sider released  
Nathaniel Rufus  
rivers heirs and  
successors was be  
eral and respective  
the mentioned limit  
an intent or purpos  
at for the Consider  
like Advice how  
me testified as  
and by these Pre  
mises law great hor  
mous Legate and  
tators and Afiquis  
of Prince a fortyn  
ex Titus Hugh  
ta Stevney June  
Maria filia the  
a said female slave  
ne And in Consider  
the bargained and  
a said Nathaniel  
such survivors  
testated

Execution Administrators and Afiquis All that her Heft of Cattle now ranging  
and being on the aforesaid Plantation on Mandeville in Christ Church Parish aforesaid  
with the future increase thereof To have and to hold the said several Negroes  
and other Slaves with the future issue of the said female slaves As also the said  
Stock of Cattle with future increase unto the said Nathaniel Rufus and Sam  
el Legare and the Survivor of them and such survivor's Executors Adminis  
trators and Afiquis forever UPON TRUST Never the less and to and for  
the several uses intent and Purpose herein after mentioned and appain  
ed concerning the same and to and for none other use intent or purpose what  
ever that is to say In Trust for the said Mary Christiana Hopton her Executors Ad  
ministrators and Afiquis until the solemnization of the said intended marri  
age and from and immmediately thereof then upon this further Trust that they  
the said Nathaniel Rufus and Samuel Legare and the Survivor of them and such  
survivors Executors Administrators and Afiquis do and shall permit and suff  
ice or else sufficiently authorize and empower the said Mary and James the intended  
Husband and Wife during the continuance of the said intended Marriage to receive  
and take all and singular the rents Issues Profits Earnings increase and gains aris  
ing or to arise from the Rents of the said Lands or the hire or Labour of the said Lands  
or the Proceeds of the said Stock Provided always and these Rescues are upon this  
express Condition that no part of the said Trust Estate herein before mentioned nor  
any of the Proceeds thereof nor any other Estate which she the said Mary Christiana  
Hopton now hath or which she shall or may at any time hereafter be seized or held  
sof or entitled unto shall at any time hereafter be subject or in anywise known  
or be made liable to or for the payment or satisfaction of any of the Debts or con  
tracts now due or here after to become due by or from the said James Gregorie the intended  
Husband to any person or Persons whom soever or wheresoever And also upon  
Trust that in case the said Mary Christiana Hopton the intended Wife should -  
happen to survive the said James Gregorie the intended Husband that then the whole  
and every part and parcel of the said herein before mentioned Trust Estate  
shall immediately thereupon revert to and become and be fully and absolutely out  
ed in the said Mary Christiana Hopton as in her first and former Estate and  
free and absolutely discharged of and from all and all manner of Conditions  
or Limitations whatsoever Provided always and these Rescues are upon this  
Condition that in Case of such contingency that then the said Mary Christiana  
Hopton shall not be entitled unto nor in anywise claim any Dower or right  
of in or to any part or parcel of the Real Estate of the said James Gregorie  
the intended Husband but shall be truly utterly despoiled and forever ex  
cluded from the same nor shall she or any account be entitled unto any any  
part of the Personal Estate of the said James Gregorie which he may die posses  
of unless particularly given and devised to her in and by his last will and  
Testament or otherwise And also upon this further Trust that it shall and may  
be lawful to and for the said <sup>Mary</sup> Christiana Hopton at any time during the contin  
uance of the said intended Marriage to make seal and execute any Deed writing

on her last Will and Testament in writing to be by her duly executed in the presence  
 of three credible Witnesses / which said Deed in writing or Will she the said Mary  
 Christiana Hopton is hereby and by the said James Gregorie the intended Hus-  
 band enabled and empowered to make / and thereby give direct limit and appre-  
 hension to all or any part of the said tenement before mentioned Trust Estate to such per-  
 son or persons and in such parts shares and Proportions and upon such conditions  
 and manner and form as she the said Mary Christiana Hopton shall think fit  
 expedient And the said James Gregorie for himself his Executors  
 and Administrators and every of them Doth hereby covenant promise  
 and agree to and with the said Nathaniel Ryfull and Samuel Legare and  
 survivor of them and such survivor's Executors Administrators and Assigns  
 in manner and form following That is to say That he and notwithstanding  
 any act matter or thing whatsoever by him the said James Gregorie to be  
 had made committed executed suffered or appointed unto it shall and may  
 be lawful to and for the said Mary Christiana Hopton his intended Wife  
 at any time or times during her Coverture and at all times to make such Deed  
 in Writing or will in manner as aforesaid And That he and they and all and  
 every other Person and Persons whomever claiming or to claim by him or under  
 him or them shall not question controvert obstruct or hinder such dele-  
 gation to be made as aforesaid And upon this further Trust that it shall  
 and may be lawful to and for the said Mary Christiana Hopton at  
 any time or times during the continuance of the said intended Marri-  
 age either with or without the consent of the said Nathaniel Ryfull and  
 Samuel Legare and the survivor of them to grant bargain sell <sup>lease</sup> convey assign  
 and transfer all or any part or parcel of the said tenement before mentioned  
 Trust Estate to such Person or Persons and on such Conditions way and  
 manner as she shall think fit and proper / the said James Gregorie the intended  
 Husband joining in such Deed or Conveyance / and to apply the moneys  
 arising therefrom in such way and manner and to such use or uses as she  
 shall think fit or expedient and without being accountable for the  
 same to any Person or Persons whomever And the said Nathaniel Ryfull  
 and Samuel Legare and the survivor of them and such survivor's heirs Exec-  
 tors Administrators and Assigns and for every of them do hereby covenant to  
 promise and agree to and with the said James Gregorie and Mary Christiana Hopton  
 the intended Husband and wife and each of them their and each of their  
 heirs Executors Administrators and Assigns in manner and form following  
 That is to say That it shall and may be lawful to and for the said Mary Christiana  
 Hopton and James Gregorie from time to time and at all times hereafter  
 peaceably and quietly to have hold and occupy for profit and enjoy the said  
 tenement before mentioned Persons and every tract thereof upon the several trust  
 intimated and Persons herein and hereby mentioned excepted and declaimed of  
 for

for and concerning the same And I certify that he the said James Gregorie his  
honor's Executors and Administrators shall and will from time to time and at all  
times hereafter upon the reasonable request and at the Costs and charges of the  
said Nathaniel Rufall and Samuel Legare and the survivor of them and the said  
Mary Christiana Hopton their Executors Administrators and Agents or either  
of them make do and cause or cause or procure to be made done and caused as and in  
as much further and other lawful and reasonable Act and that things done and  
and Appearances in the Law whatsoever as well <sup>for</sup> am locating and strengthening of  
the Present <sup>also</sup> for the further and better conveying Assigning Officing and  
Crafting of all and singular the herein before mentioned Premises and every  
part and parcel thereof respectively unto the said Nathaniel Rufall and Samuel  
Legare and the survivor of them and the said Mary Christiana Hopton or either  
of them their or either of their heirs Executors Administrators and Agents respec-  
tively / Never helping to the several uses and upon the several Trusts Intents in  
Purposes Conditions and Agreements herein and hereby mentioned espouse  
and declared of for and concerning the same / as by them or either of them their  
or either of their Counsel learned in the Law shall be reasonably desired advised  
or required In Witness whereof the said Parties to these Presents have here-  
unto set their Hands and seals the day and year first above written. Mary Chris-  
tiana Hopton /S./ James Gregorie /S./ Nath Rufall /S./ Sam Legare  
/S/ Sealed and Delivered in the Presence of Eleanor Sarah Legare Ward.  
Joshua Ward being duly sworn made Oath that he was present and did see the  
within named Mary Christiana Hopton James Gregorie Nathaniel Rufall and  
Samuel Legare sign seal and as their Act and did advise the within Instrument  
of Writing to ana for the uses intents and purposes therin mentioned and that he  
with Eleanor Sarah Legare signed their names as Witnesses to the same <sup>WIT</sup>  
Sworn to before me the 26th Feb 1789. John McCall Esq Recd 3 Mar 1789

This INDEED we made the third day of May one thousand seven hundred and  
eighty eight between Daniel Carroll of Thommvara in the County of Tipperary Gentle-  
man and Mary Carroll otherwise Parsons his wife of the first part Elizabeth Conne-  
Elder Daughter of the said Daniel Carroll and Mary of the second part James  
Meara of placefied in the Liberties of the City of Limerick Gentleman of the third part  
and Barbara O'Brien of Branna in said County Gentleman and James Carroll of Tho-  
mmvara aforesaid Gentleman Elder Son of the said Daniel Carroll of the third part  
Whereas James Parsons late of Charles Town in South Carolina Esquire deceased per  
Brother of the said Mary Carroll /died by his last Will and Testament bearing date  
the ninth day of January one thousand seven hundred and seventy nine Give and  
devise unto the said Mary Carroll and the heirs of her Body forever the following Men-  
tions and Tracts of land situate in South Carolina apportioned that is to say his  
Plantation called Parrys place in Tipperary in Saint Bartholomew Parish with a  
tract of two hundred acres thereon therewith purchased and by him afterwarris so  
by three Tracts of land of four hundred acres each between the two rivers and bays  
Rivers near Amelia Township A tract of land a Island in Broad river and

four hundred and fifty acres a Tract of two hundred and fifty acres near Bacons  
 Bridge in Saint Georges Parish and a Moiety of three thousand acres of his said  
 eight thousand four hundred and sixty eight acres at Ninety six with all the slaves  
 Cattle Horses sheep Negroe Plantation Tools and implements therin mentioned and  
 immediately after the death of Susanna Meara the said Testator's wife his Plan-  
 tation called Killberry and the one hundred and twenty five acres therewith had purchased of  
 Benjamin Long and his Plantation called Minnow or Minors in Saint Pauls Par-  
 ish together with a Tract of one hundred acres barren thenceunto belonging and there-  
 with sold to him by his Brother in law William Elliott and all the slaves <sup>and</sup> Horses and  
 Negroe Plantation Tools and Implements now or belonging to the said Plantation  
 called Minnow as by the said Will remaining unpaid in the proper Office in Chancery  
 from whom being then unto had many more fully and at large appear And where-  
 as the said Daniel Carroll in the year one thousand seven hundred and eighty four  
 bargained for and sold a Slaves so began the to the said Mary his wife to  
 buy Snipes of South Carolina aforesaid Equine for the sum of three thousand six hundred  
 and forty eight pounds ten shillings for which the said Bay Snipes and Horses to-  
 bore Deyme on the first day of February one thousand seven hundred and eighty four  
 paid off via joint Bonds to the said Daniel Carroll one for five hundred pounds and  
 five other Bonds for six hundred and thirty three pounds fourteen shillings sterling  
 each payable with Interest at different periods and the entire amount of these  
 of the said Bonds with Interest are still due and unpaid And Whereas a  
 Marriage is by Gods grace intended shortly to be had and consummated be-  
 tween the said James Meara and Elizabeth Carroll and the said Daniel Car-  
 roll and Mary Carroll have agreed that one of the said Bonds and a sixth  
 part of the entire other property so devised to the said Mary Carroll and her  
 heirs should be transferred and made over to the said James Meara at the mar-  
 riage portion of the said Elizabeth This Indenture Therefore witness-  
 eth that the said Daniel Carroll with the approbation of the said Mary Car-  
 roll his Wife signified by her being a party to and signing and sealing these  
 Presents in Consideration of their love and affection to the said Elizabeth and  
 of the said intended Marriage and as part of the said Elizabeth's marriage  
 portion hath assigned Transferred and made over and by these Presents Doth  
 assign Transfer and make over unto the said James Meara one of said said  
 Bonds for six hundred and thirty three pounds fourteen shillings which was  
 made payable on the first day of May one thousand seven hundred and eighty  
 nine and all money now due and hereafter to grow due thereon for principal and  
 interest and Costs to have receive and take the same and every part thereof  
 to the said James Meara his Executors Administrators and assigns forever  
 to and for his and their own use and behoof And the said Daniel Carroll doth  
 by these Presents for himself his Executors and Administrators make herein  
 acknowledge and appoint the said James Meara his true and lawful Attorney  
 irrevocably in his name but to the said James Meara his Executors Adminis-  
 trators and assigns own use forever to ask demand sue for recover and recollect

Money now due or to become due or to grow due on the said note to be paid by me  
and Costs and all other expenses in the suit of the said Daniel Carroll to take such steps  
or proceedings in the law as shall be found requisite but nevertheless at the cost and charge  
and expenses of the said James Meena his Executors Administrators and Assignees  
And further that it shall and may be lawful for the said James Meena to appoint  
one or more attorneys under him for the purposes aforesaid and that so ever the said  
James Meena his Executors Administrators or Assignees or his or their lawful At-  
torney or Attorneys shall do in the premises as well in the name of the said Daniel  
Carroll as otherwise the said Daniel Carroll doth hereby for himself his Execu-  
tors and Administrators allow and confirm And this Indenture further  
Witnesseth That for barring destroying and extinguishing all Estate Title  
and all revisions or remainders therin upon expectant or depending of and in the  
said recited and herein after granted and released premises and for conveying  
and assuring the same and also the goods Chattels and other properties herein  
after granted and assigned to and upon the several Trustee or trustees intituted  
and purposes herein after declared of and concerning the same and in considera-  
tion of the said intended marriage and of the provision herein after agreed to  
be made for the said Elizabeth and the use of said Marriage and also in  
consideration of the sum of ten shillings to them the said Daniel Carroll and  
Mary Carroll in hand paid by the said Barbara O'Brien and James Carroll  
at or before the concluding and delivery of these Deeds the Receipt whereof is here-  
by acknowledged they the said Daniel Carroll and Mary Carroll have given  
and bargained sold aforesaid aliened released and confirmed and by these Do-  
nes and each of them Doth according to his her and their respective rights grant bar-  
gain sell aforesaid alien release and confirm unto the said Barbara O'Brien and  
James Carroll in their actual possession now being by virtue of a bargain and  
sale to them thereof made by the said Daniel Carroll and Mary Carroll for one  
whole year by Indenture bearing date today next before the day of the date of their  
present in consideration of six shillings ~~per~~ and by force of the Statute made  
for transposing less into pounds and to their heirs and assigns All that  
and those the said plantation called Perry's Place or Tippenny with the said  
Tract of two hundred acres Pine Barren thereunto belonging the said three  
Tracts of four hundred acres each between the Wabash and Congaree Rivers  
The said Tract of land a Island in Broad river also the said Tract of two hundred  
and fifty acres near Evans Bridge and a Merey of the said three hundred and  
forty acres part of the said Tract of eight thousand four hundred and sixty eight acres at  
Perry's Place and also all the plowage implements Edifices fixtures Buildings and  
Houses whatsoever erected built standing or being in or upon the said Plantation  
and Lands grounds hereditaments and Possessions every or any part thereof  
with their and every of their rights Privileges Monies and Opportunities  
as together with all the slaves and the income and property of the same

Cattle Horses Sheep hogs Plantation Tools and implements goods and chattels whatsoever herunto belonging and which have not been disposed of by the said Daniel Carroll And also the said Plantation called Killenry and the said one hundred Acre tract therewith held and the said Plantation called Timmons or Timmors and the said Tract of one hundred acres Pine Barren Mountain belonging with all the slaves and the increase and progeny of such slaves Cattle Horses Sheep hogs Plantation Tools and implements Goods and Chattels whatsoever herunto belonging or in any wise appertaining and all the Estates and Estates reversion and reversions right title Interest Trust Property jointly claimed and demanded whatsoever either at Law or in equity of them toward Daniel Carroll and Mary Carroll or either of them their or either of their heirs Executors or Administrators of in to or out of all and singular the said Plantations Tracts of Land Slaves and other properties herin before mentioned or intended to be hereby granted bargained sold assigned and leased and every part and parcel thereof To have and to hold all and singular the said Plantations Tracts of land Slaves and other properties herin before mentioned with their and every of their Rightful Members and Appurtenances unto the said Barney O'Brien and James Carroll and the survivor of them and the heirs Executors and administrators of such two forever to so and upon the several Trusts herein aforementioned and no other That is to say In Trust that immediately or as soon after the determination of the said intended Marriage as conveniently may be they the said Barney O'Brien and James Carroll or the survivor of them or the heirs Executors or administrators of such survivor shall and may by proper deeds convey sell and assigne in the law and aforesaid release and convey the said several plantations Tracts of land Slaves and other properties and every or any of them and all the right title interest Trust Property claim and demand whatsoever of the said Daniel Carroll and Mary Carroll their or either of their heirs Executors and administrators either in possession or reversion of in and to the same and every part and parcel thereof forever to such person or persons and at such rate or rates as the said Barney O'Brien and James Carroll or the survivor of them or the heirs Executors or admistr of such survivor shall think fit provided always nevertheless that such sale and Conveyance be made by and with the consent and approbation of the said Daniel and Mary Carroll and James Meana first had and obtained in Writing under their hands and seals and it is hereby declared and agreed that the Money and Money to arise from such sale or sales as shall be made pursuant to these presents shall be disposed of by them as follows That is to say to pay over one half part thereof of the whole in discharge of the said James Meana his Executors admistr and heirs as the remainder of the marriage portion of the said Elizabeth Carroll to stand for her and their own use and behoof and as to the remaining five parts to pay over the same to such person or persons as the said Daniel and Mary

Mary Carroll shall direct and appoint to her husband James Meera and out of his Estate by and with the consent of the said Daniel and Mary Carroll subject to such Trust as herein after declared and making the same that is to say Upon Trust that the said Mary Carroll shall and may have and retain the Tenure and possession thereof during her life & and for her own separate use without the consent or intermeddling of her husband and her right to be a sufficient discharge for such Tenure to such person as shall pay her the same and upon this further Trust that the said Mary Carroll shall and may either by Deed or Deeds in her life time attested by two or more credible Witnesses or by her last Will and Testament in writing attested as aforesaid give in and dispose of the said Trust Money & and among such Child or Children as she hath or shall have by the said Daniel Carroll other and except the said Elizabeth in such shares and proportions as she shall think proper to direct and appoint and for want of such direction and appointment the same to go and be equally divided between them if more than one but if less than two such one And this further Trustee Massachusetts that the said James Meera in consideration of their intended Marriage and of the portion of the said Elizabeth his intended wife so secured to him as aforesaid doth hereby for himself his heirs Executors and Administrators promise and agree to and with the said Carolyn O'Brien and James Carroll their Exec and Admin in manner following that is to say That in case the said intended marriage shall take effect and that the said Elizabeth Carroll shall happen to survive the said James Meera her intended Husband without having any issue of the said intended Marriage then living that then and in such case the said Elizabeth Carroll shall from thenceforth have and take to herself her Exec and Admin and aforesaid one half half or moiety of all such Estate Real personal and personal as the said James Meera shall die seized & possessed of or anyways intitled unto But if there shall be one or more Child or Children of the said intended Marriage living on the death of the said James Meera that then and in such case the said Elizabeth Carroll shall from thenceforth have and take to herself her heirs exec and Admin one third only of said Estate real personal and personal as the said James Meera shall die seized & possessed of or anyways intitled unto and the remaining two thirds thereof shall go to such child or children with benefit of survivorship in such shares and proportions as the said James Meera shall by any Deed to be executed by him in his life time or by his last Will and Testament duly attested direct or appoint and for want of such direction and appointment to go equally between those share and share alike if more than one but it is hereby declared and agreed that the said moiety or third herein before provided for the said Elizabeth as the same shall happen to be shall be no fault for her to take and in law and bar of law and thirds at law which she may claim out of the Real Estate of the said James Meera And further that in case the said James Meera shall happen to survive the said Elizabeth Carroll his intended his wife and at the time of her death there shall be留给 them living of the said intended Marriage that then and in such case such留给 his her and their heirs exec and Admin shall have & take and be intitled unto one full half or moiety of all such real personal and personal Estate as the said James Meera shall be then seized & possessed in

ways intituled to and that he the said James Meena shall and will immediately upon the death of the said Elizabeth deoare to the good living of the said factory O'Brien and his Barrell or the survivor of them his executors or administrators the said money to be kept in such offece the same to be equally divided between such offece share and share alike more than one with benefit of survivorship if any of them shall die before age or marriage he in case such offece shall die before age or marriage then a moiety of all such property as the said James Meena shall acquire or receive by the said Elizabeth Barrell retaining the amount of the Dred herein before recited shall go to such uses and Purposes as the said Mary Barrell shall by any Dred to be by her duly executed or by her last will and testament directed or appointed Provided always that the said Barbara O'Brien or James fourth their heirs executors or admis shall not in the Execution of the said Trusts to be answerable for the acts or Duds of each other but each for himself his heirs executors and admis and his and their acts and Duds only And the said Daniel Carroll for himself and the said Mary fourth his wife his and her heirs executors and admis doth hereby covenant promise and agree to and with the said Barbara O'Brien and James fourth their heirs and assigns that he the said Daniel Carroll and Mary his wife and all persons claiming or to claim from by or under them or either of them shall and will at any time or times hereafter during the life of the said James Meena make do and execute or cause to be made done and executed any further or other lawful and reasonable Act due matter and thing for the establishing and confirming these Presents as Counsel learned in the Law shall advise desire and require so that they or either of them shall not be obliged to travel further than Dublin to make do and execute such act matter or thing In witness whereof the said Parties have hereunto set their hands and seals the day and year first before written.

Dan Carroll / Liff Mary Carroll / Liff Elizabeth Carroll / Liff P. Meena / Liff James P. Carroll / Liff

| Liff signed sealed and delivered in presence of us when the words and the said Daniel Carroll and Mary Carroll / Daniel and David and Daniel and | But in case such offece shall die before age or marriage one first intituled John Matt. Brian Kennedy Received from Barbara O'Brien and James Carroll in the within Dred named One shilling & 6d being the Consideration in the said Dred mentioned dated this 3<sup>rd</sup> day of May 1788. Dan Carroll Mary Carroll. John Matt. Brian Kennedy. A Memorial of the within written Dred was entered in the Register Office in the City of Dublin the twenty eighth day of June one thousand seven hundred and eighty eight at three quarters of an hour after Eleven o'clock in the afternoon / in Book 398 page 460 and Reg No 263442 / and the Execution of the said Dred and Memorial was duly provided pursuant to an Act of Parliament in that case made and provided for above Dred Reg. South Carolina Charlestown District of S. Before me John Julius Pringle Esquire personally came and appeared O'Brien tenth of the Parish of Saint Bartholomew Esquire who being duly sworn on the Holy Name of Almighty God made Oath that he was well acquainted with the said Willing of Daniel Carroll and Mary Carroll Two of the parties to the within Dred and of Brian Kennedy of the Kingdom of Ireland Attorney at law one of the executors mentioned to the said Dred having often seen each and every of them and

22

and this Deposition orally before me was signed Daniel Carroll and Mary Carroll both  
Deed as parties and the said Brian Flannery signed himself as a Witness to be the proper  
signatures and hand Writings of the said Daniel Carroll and Mary Carroll and Brian Flann-  
ery respectively. O'Brien Smith. Sworn to the 6<sup>th</sup> March 1789 before me John J. Knight J.P.Q.

KNOW ALL MEN by these Presents That I Charles Frederick Kreiger of  
the City of Charleston in the State of South Carolina Doctor of Physick am here and firmly  
bound to John Kirk and Nicholas Lane of the same City Merchant in the sum of Three Thousand  
and four pounds Sterling Money to be paid to the said John Kirk and Nicholas Lane or  
their certain Attorney Executors Administrators or assigns for which payment to be as  
well and faithfully made I bind myself my heirs Executors and Administrators  
and every of them firmly by these Presents sealed with my seal Dated this thirty first  
day of March in the thirteenth year of the Sovereignty and Independence of the  
United States of America and in the year of our Lord one thousand seven hundred  
and eighty nine WHEREAS a marriage is intended by Gods permission shall  
be had and solemnized between the above bound Charles Frederick Kreiger  
and Matilda Kirk Spinster Daughter of the above named John Kirk Now  
the Condition of the obligation above written is such that if the said Marri-  
age shall take effect and be solemnized and the said Matilda Kirk shall hap-  
pen to survive and over live the said Charles Frederick Kreiger Then if the Heirs  
executors or administrators of the said Charles Frederick Kreiger shall and do make  
and truly pay or cause to be paid unto the said John Kirk and Nicholas Lane or the  
survivor of them or the Executors Administrators or assigns of such survivor the full and  
just sum of two thousand pounds Sterling Money In Trust that they the said John  
Kirk and Nicholas Lane their Executors Administrators and Assigns shall  
and do put and place out the same at Interest upon Bonds Mortgages or other good  
and sufficient securities and from time to time to alter and change the same as they  
shall think fit and pay and apply the Interest and Pridue therefrom to the said Matilda  
Kirk for her use and towards the support of her the said Matilda and the Maintenance  
and Education of all and every the Child and Children of the said Charles Frederick  
Kreiger by him to be begotten on the Body of the said Matilda Kirk But if there shall be no  
Child or Children of the said Charles Frederick Kreiger by him begotten on the Body of the  
said Matilda Kirk living at the time of the death of the said Charles Frederick Kreiger  
or in twelve or more Years In Trust that the said John Kirk and Nicholas Lane shall  
pay the whole of the said sum of Two thousand pounds unto the said Matilda Kirk her Ex-  
ecutors Administrators or assigns for her and their own use and disposal out of the said Mar-  
riage shall take effect and the said Charles Frederick Kreiger shall survive and over  
live the said Matilda Kirk Then if the Heirs Executors or Administrators of the said  
Charles Frederick Kreiger shall and do within two months after the death of the said  
Charles Frederick Kreiger well and truly pay or cause to be paid the said sum of Two  
thousand pounds Sterling Money unto the said John Kirk and Nicholas Lane or the survivor  
of them In Trust for all and every the Child and Children of the said Charles Fred-  
erick Kreiger by him to be begotten on the Body of the said Matilda Kirk equally to the said  
between them share and share alike and the said John Kirk and Nicholas Lane or the survivor  
of them shall have and hold the same for the space of one month attaining the age  
of twenty one years and if so long before on this day of Marriage for age of twenty one years  
which shall first happen Then the said Obligation shall be void and of no effect and  
not shall be used and remain in full force. Chas F. Kreiger / L.S. sealed and

Delivered in the presence of Lewis Poppenheim John Troop John Ballantine John Ballantine one of the subscribers witness'd to the execution of the act. Dated & Subs  
ert of writing doth make Oath that he saw the above named Charles Frederick George  
sign seal and as and for his act and Dated deliver the same to and for the sum  
aforesaid and purposes herein mentioned and that he the said Defendant before  
Lewis Poppenheim and John Troop did subscribe their names as witnesses thereto  
Signed this 4<sup>th</sup> of April 1789. Before John Troop Esq<sup>r</sup> Notary Public April 4<sup>th</sup> 1789.

This Indenture made the fourteenth day of April in the year of our  
Lord one thousand seven hundred and eighty nine Between Oliver Taylor Gentleman  
of the one part and Ann Knight Widow of the second Part and Gideon T Dupont of the  
third part Gentleman witnesseth That in consideration of a marriage intended  
by Gods grace to be had and solemnized between the said Oliver Taylor and Ann  
Knight and of the Conveyance and Settlement herein after made by the said Ann  
Knight of all the Lands Tenements her Aitements and appurtenances Lands  
all the personal property belonging thereto and also in consideration of such  
sums of money and other things in money lands and otherwise as will come  
to mind to the said Oliver Taylor by the said intended marriage Now this Indenture  
Witnesseth That for and in consideration of six Shillings Sterling to the said Oliver  
Taylor by the said Gideon T Dupont in hand paid about before the sealing and delivery  
of this Recd the Plaintiff whereof is hereby acknowledge by the said Oliver Taylor to be  
given granted and confirmed unto the Plaintiff doth give grant and confirm  
unto Gideon Dupont all the Estate both real and personal belonging to the said  
Knight To have and to hold for ever receive and enjoy the said Estate both real  
and personal to the said Gideon T Dupont his heirs and assigns forever And further  
that he and his wife shall have and avert holding any act matter or thing whatsoever by him to the  
said Oliver Taylor to be had made done committed executed suffered or agreed unto &  
shall and may be lawful to and for the said Ann Knight his intended wife during  
her life time during her Coverture and at all times to make such gifts and dispositions  
in her Estate or dispose all the Estate both real and personal herein before making  
of such person or persons and to and for such uses intents and purposes and in  
such manner and from as she the said Ann Knight notwithstanding her said in  
tended Coverture and Whence over or her court shall at any time think fit and by  
the said Oliver Taylor his heirs Executors and Administrators and all and every other  
person a person whomsoever claiming a right by him or under him or them the  
not question ambient obstruct or hinder such disposition of her to the said Ann  
Knight of and in the said respective premises so to be given by her and disposed of  
as aforesaid And further that all and all manner of such gifts and dispositions she  
may make by her to the said Ann Knight or made and done of the premises before  
mention'd shall at all times bear good and effectual witness law as it is  
Oliver Taylor had himself joined in the same with the said Gideon T Dupont  
with her the said Ann Knight or as if she were present And it is hereby de  
clared and agreed by and between all the said parties to these presents That all to  
the said Estate both real and personal is granted to the said Gideon T Dupont as the  
said cooperator to the law and behalf of the said Ann Knight his heirs and  
assigns forever In witness whereof the said parties have hereunto set their  
hands

hands and seals Reday and you will attorn with me. Oliver Taylor left New Bedford  
Signed seal and attorn with former two. Saml. Adams. Patrick Henry. Samuel  
day and year above written from the within named place to Oliver Taylor Esq; for settling the following  
indication Money having esquifgt Oliver Taylor. Wherefore Saml. Adams. Mr. Samuel  
Adams being duly sworn on the Holy Evangelists of Almighty God and on Oath shall here  
present and saw Oliver Taylor and Amos Knight severally sign seal and set their hand  
and seal Oliver his bearing lettermost to and for the two and before them mentioned  
that he also saw the said Oliver Taylor sign to Amos Knight and that he the defendant  
and Patrick Henry signed their names as Testifiers to the sum Counter of the sum  
Sworn to the 23<sup>d</sup> day of April 1789. Before me J. Maycock J.P.  
Recorded 23<sup>d</sup> April 1789.

*Recorded 23<sup>d</sup> April 1789.*

Recorded 23<sup>rd</sup> April 1789.

This Indenture made the thirtieth day of August in the year of our Lord one thousand seven hundred and forty nine and in the twenty third year of His Majestys Reign between Anne Maslow of the Province of South Carolina spinster of the one part and Elizabeth Snipes formerly Elizabeth Maslow daughter of the said Anne Maslow and Henry Maslow her Brother of the other part witnesseth that for and in consideration of the sum of ten shillings of good and lawful Money of the aforesaid Province by the said Elizabeth Snipes and Henry Maslow to the said Anne Maslow in hand paid at and before the concluding and delivery of these presents the receipt whereof is hereby acknowledged and for diverse other good causes and considerations her humours moving the the said Anne Maslow hath bargained and sold and by these presents Doth bargain and sell unto the said Elizabeth Snipes and Henry Maslow their Executors Administrators and Assignees All that Tract of two hundred acres of land wherein Abraham Maslow late Father of the said Anne Maslow formerly lived together with all and singular the Houses Outhouses and Buildings Mays Paths Waterfalls courses Profits Easements Hereditaments and Emoluments whatsoever to the said Tract of two hundred acres of land belonging or in anywise appertaining or accapted reputed Taken or known as part general or member of the same and the reversion and reverions remaininge and remainderes rents ifues and profits of all and singular the said Premises and of every part thereof To have and to hold the said Tract of two hundred acres of land and all and singular other the Appurtenances therin before mentioned or intended to be hereby bargained and sold with the Appurtenances unto the said Elizabeth Snipes and Henry Maslow their Executors Administrators and Assignees 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 yelding and Paying thereon unto the said Anne Maslow <sup>one</sup> shillong per hir and Assignes the rest of one pippere ann only on the last day of the said Year if the same shall be demanded to the intent and purpose and by virtue of the Statute for transposing of eas into Proprietary and of these Presents the said Elizabeth Snipes and Henry Maslow may be in the actual possession of all and singular the said Premises and thereby enabled to accept and take a grant and release of the same and inheritance hereof to them their heirs and assignes by Indenture intended to be made between the said Anne Maslow of the first part Elizabeth Snipes and Henry the son of the same part and Thomas Riddon Smith of the third part In Testit for the uses intents and purposed therein specified and contained and to have up to the day after the date of these Presents In witness whereof the party to these Present have hereunto in Yachengately set their hands and seals the day and year first above written

Ann Mashow his/ her Seal and affixed to the presence of Thomas Siegar William  
 Joseph Hall, Charleton District Before me John Sanders one of the Justices of the  
 Peace for the District aforesaid Personally appeared Philip Smith Esqur  
 who being duly sworn on Holy Evangelist of Almighty God deposes and saith that he has  
 frequently seen the persons whose respective names are subscribed to the within Instrument  
 of Writing to wit Ann Mashow Henry Mashow and Thomas Riegdon Smith and  
 and sign their names and also the said Elizabeth Snipes sign writings with the  
 letter C that he is well acquainted with their writings and verily believes that the  
 respective names signed to the said Instrument are the proper hand writing of the  
 said Ann Mashow Henry Mashow and Thomas Riegdon Smith and the letter C is  
 made by Elizabeth Snipes that he also hath frequently seen Thomas Snipes one of the ab-  
 oving Testifiers write and sign his name and verily believes the name of Thomas Snipes  
 to be his proper hand writing. Sworn to 21<sup>st</sup> August 1786 John Sanders R. C. 2d 27<sup>th</sup> April 1786  
 This Indenture made the thirtieth day of August in the year of our Lord  
 one thousand seven hundred and forty nine and in the twenty third year of his  
 Majestys Reign Between Anne Mashow in the Province of South Carolina Spouse  
 of the first part Elizabeth Snipes formerly Elizabeth Mashow Mother of the said Ann  
 Mashow and Henry Mashow her Brother of the second part and Thomas Riegdon Smith  
 of the said Province Plaintiff of the third part Whereas Abraham Mashow late of  
 Colleton County in the Province aforesaid in and by his last Will and Testament in  
 Writing duly recorded bearing date the seventeenth day of February in the year two  
 thousand one thousand seven hundred and thirty four died amongst other things in  
 and bequeath unto the said Ann Mashow his Daughter One hundred acres of  
 Tract of Land wherein he then lived and did also in and by the said Will give  
 and bequeath all his the said Abraham Mashows moveables to his said wife  
 Elizabeth and all his Children then living each to have an equal share in  
 the other as in and by the said last Will and Testament duly proved and remaining  
 of Record in the Secretarys Office of the said Province relation being thereon he  
 may more fully appear And Whereas the said Moveables or personal Estate  
 of the said Abraham Mashow deceased still remains undivided between the said  
 daughters the said Elizabeth Snipes the former Wife of the said Abraham Mashow  
 and his said Children whereby the share or part that will fall and accrue to the said  
 Ann Mashow out of the said Personal Estate or the value thereof cannot be particularly  
 known or ascertained And Whereas there is a Marriage by gods dispensation  
 established shortly had and solemnized by and between the said Ann Mashow and the  
 said Thomas Riegdon Smith and in consideration thereof it is agreed by and be-  
 tween the said Thomas Riegdon Smith and the said Ann Mashow that the said  
 Tract of two hundred acres of Land devised to the said Ann Mashow by the said  
 her said husband Abraham Mashow in manner aforesaid and also that  
 the said share part or dividend of the said Abraham Mashows Moveables or personal  
 Estate which will fall or accrue to the said Ann Mashow by virtue of the said last  
 instrument as is herein after recited shall be and remain thence for the time here-  
 after and purposed herein after mentioned concerning the same and that for and  
 every and purposer the same not to be disputed transposed and removed unto the said  
 Elizabeth Snipes and Henry Mashow in Trust and to and for the several uses into  
 which the said lands of the aforesaid and decessed Now this Indenture witnesseth  
 that in presence of the said agreement and for and in consideration of the sum of One  
 thousand seven hundred and forty nine pounds the said Ann Mashow in hand paid and before  
 the

memorandum and account of their Remits by the said Merchant Draper and Anne Marshaw  
Receipt whereof is hereof acknowledged and for the settling and paying the said Rent of the  
hundred acres of land and the said Anne Marshaw's undivided part therin above and for  
the removal of all personal Chattels furniture & household goods & utensils & for  
the removal of all fixtures being after settled as per the said instrument and upon and under  
the several trusts & purvices and agreements and in such manner as herein after in and by them  
permitted and authorized especially and declared and for divers other causes and considerations  
her the said Anne Marshaw thereunto moving the said Anne Marshaw by and with the  
advice knowledge & freely consent and agreement of the said Thomas Rigdon Smith to her by  
him being made party to and signing and sealing of the present / hath given granted bargained  
and sold alighted transferred remised released and confirmed and by these presents doth give  
grant bargain sell alien her for ever more and confirm unto the said Merchant Draper  
and Anne Marshaw / in their actual possession now being by virtue of one instrument of bargain  
and sale to them thereof made for the sum of one year bearing date the day before the date  
of their present and made between the said Anne Marshaw of the one part and the said  
Merchant Draper and Anne Marshaw of the other part and by virtue of the same instrument of  
bargain has into possession / this his and aforesaid All that the said tract of two hundred acres of  
land wherein the said Anne Marshaw lately lived which he devised to his said de-  
ceasee Marshaw is joined together with all and singular the houses outhouses edifices  
buildings ways paths water water courses profits covenants leases tenements and emolu-  
ments rights members and appurtenances over to the said tract of two hundred acres of  
land belonging in anywise appertaining and the reversion and reversions remain-  
ing and remaining unto Anne Marshaw and her heirs and assigns and to her executors and  
trustees and general trustees together with all and singular the Dees Endowments Writings re-  
specting the said premises only or any part or part thereof and all the Estate right Title  
and in trust of the said Anne Marshaw <sup>to</sup> But of the same to have and to hold the said  
tract of two hundred acres of land together with all and singular the premises herein before  
mentioned and a hundred acres hereby granted and released unto the aforesaid Merchant Draper and  
Anne Marshaw their heirs and aforesaid forever to have for the several and respective uses in-  
tended and purposed and with and under the several limitations and restrictions conditions  
and agreements herein after in these presents declared mentioned limited and appointed  
that is to say to the use and behoof of the said Thomas Rigdon Smith and the said Anne  
Marshaw his intended wife and the survivor of them to the use and behoof of the heirs of the  
body of the said Anne by the said Thomas Rigdon Smith forever and for default of such  
issome and in case the said Thomas Rigdon Smith shall survive the said Anne then to  
the issue of the said Thomas Rigdon Smith lawfully begotten <sup>and</sup> of their heirs and in case  
of the Death of the said Thomas Rigdon Smith without issue lawfully begotten then to the  
right Heirs of the said Anne Marshaw And this Indenture further witnesseth  
that for the consideration aforesaid the said Anne Marshaw by and with the like know-  
ledge advice & consent and agreement of the said Thomas Rigdon Smith to her  
as aforesaid hath bargained sold aforesaid and transferred and by these pre-  
sents doth grant bargain sell aforesaid and transfer unto the said Merchant Draper  
and Anne Marshaw their heirs names and affixes all that the aforesaid unim-  
derportion of the said moveable or personal estate of the said Anne Marshaw  
show which by virtue of and under the said instrument made with the said Anne

Mashow is in any wise interested in or hath right title or claim unto, comprising  
 sum and sum of ready money, whether the same upon division shall consist of all  
 furniture or other goods and chattels and all the Estate right title and interest  
 the said Anne Mashow of in & to the same is on the increase or People though  
 any part thereof to have and to hold all and every the said undivided part  
 or portion of the Personal Estate of the said Abraham Mashow, except as is  
 in before excepted, unto the said Elizabeth Snipes and Henry Mashow their  
 executors Administrators and Affidators forever ever Upon Trust nevertheless  
 that the said Elizabeth Snipes and Henry Mashow and the survivor of them  
 and the Executors Administrators and Affidators of such survivor shall and  
 will permit and suffer the said Thomas Rigan Smith and Anne his intended  
 wife and the survivor of them and the Executors administrators and Affidators of such  
 survivor to have make use of and receive the profits and increase of the said  
 undivided part or proportion of the said Estate for and during the Term of  
 their natural lives and from and after their decease then upon this further  
 Trust and confidence to permit and suffer the Heirs of the Body of the said  
 Anne by the said Thomas Rigan Smith to have make use of and receive all such  
 profits and increase forever and for default of such you and in case the said Abra-  
 ham Mashow shall survive the said Anne his intended wife then upon his further  
 trust and confidence to permit and suffer the Heirs of the Body of the said Thomas  
 Rigan Smith lawfully begotten to have make use of and receive the said profits and  
 increase of the said Anne's undivided part and portion of the said Abraham Ma-  
 show's personal Estate forever And failing such issue then finally upon this  
 further Trust and confidence to permit and suffer the right heirs of the said  
 Anne to have make use of and receive all such profits and increase to their  
 own proper use and behoof forever In witness whereof the parties to these Pa-  
 rents have hereunto interchangably set their hands and seals the day and  
 year first above written. Dated sealed and delivered in the presence of  
 Thomas Snipes, William Hall, Joseph Hall, Charleston District. Before me John  
 Sanders one of the Justices aforesaid to have the peace for the District aforesaid  
 personally appeared Philip Smith Esquire who being duly sworn on the Holy  
 Evangelist of Almighty God deponent and saith that he was frequently sent to  
 persons whose names are subjoined to the within Instrument of writing his  
 name Anne Mashow Henry Mashow and Thomas Rigan Smith unto and sign their  
 names and also the said Elizabeth Snipes sign writings with the letter C that he  
 is well acquainted with their writings and verily believes that these aforesaid  
 names signed to the said Instrument of writing are the proper hand writing  
 of the said Anne Mashow Henry Mashow Thomas Rigan Smith and the  
 letter C made by Elizabeth Snipes that he also hath frequently seen Thomas  
 Snipes one of the subscribers write and sign his name and verily  
 believes the name of Thomas Snipes to be his proper hand writing. Sworn to  
 August 4 1788. J. T. Sanders J. R. Readied 27th April 1789.

111

South Carolina

This Indenture made the Twenty third day of July in the Thirty  
 fourth Year of the Reign of our Sovereign Lord George the Third by the Grace of  
 God

God almighty be with you and helpe you to have a quietnesse and in the year of  
our lord one thousand seven hundred and sixtynine betweene diverse Testaments and in the year of  
ministracion of Thomas Righer Smith late late of St. Pauls Parish in Colleton County in the Re-  
gion of South Carolina deceased of his neyget and Thomas Smith and William Clay his  
both of St. Bartolomew Parish Planters of the other part witnesseth that we and in  
consideration of the sum of Ten shillings of pence and lawful money of the Province aforesaid  
sayd by the said Philip Smith and William Clay his p'se to the said Anne Smith is had  
paid at and before the recording and delivery of these presents the Receipt whereof is hereby  
acknowledged and for divers other good causes and considerations hereunto annexed  
sayd the said Anne Smith hath bargained and sold and by these presents doth bargaine  
and sell unto the said Philip Smith and William Clay his p'se their Executors Administrators  
and Assignes All that the one tract of land containing one hundred and fifty acres  
by the said Anne Smith purchased of Henry Myre Junr and Mary Ann his wife in  
and all that tract one hundred and fifty seven and a half acres of land purchased  
by the said Anne Smith of Captain Dales and Mary his wife as by the several ad-  
uertisements of leases and releases for the same reference being thousand  
had may more fully and largely appear together with all and singular the houses  
outhouses offices Buildings Mays Paths Waters Water courses p'se easements  
hodgements and emoluments right Members and appurtenances on or to the said  
the several tracts of land above mentioned belonging or in anywise appertaining or ac-  
cepted repudged or taken as part <sup>equal</sup> or member of the same and the River river and commu-  
nions remainder and remanentes rents Issues and Profits of all and singular the  
premises and of every part and parcel thereof to have and to hold the said  
two several tracts of land abovementioned and all and singular other the premises  
herein before mentioned and intended to be hereby bargained and sold with the appurtenances  
as unto the said Philip Smith and William Clay his p'se their Executors Adminis-  
trators and Assignes from the day next before the day of the date of these Presents  
and for and during and unto the full end and term of one whole year from thence  
next ensuing and fully to be completed and ended yielding and paying  
therefore unto the said Anne Smith her heirs and Assignes the Rent of one p'se per  
annum only on the last day of the said Year if the same shall be demanded / to the In-  
tent and purposer and by virtue of the Statute for transferring of easements  
of these Premises the said Philip Smith and William Clay his p'se may be in the ac-  
tual possession of all and singular the said Premises and to thereby enabled to ac-  
cept and take a grant and Release of the reversion and inheritance thereof to them  
their heirs and assigns by Indemnity intended to be made betweene the said Anne Smith  
of the first part Philip Smith and William Clay his p'se of the second part and the  
said George Evans of the third part In Trust for the uses intents and purposess herein  
specified and contained and to bear date the day after the date of these presents In  
Witness whereof the Parties to these Presents have hereunto interchangably set  
their hands and seals this day and year just aforesaid. Anne Smith / Smith. signed  
sealed and delivered in the presence of Mr. Sarah French. Mary Smith. Charleston Dis-  
trict Personally appeared before me John Sanders one of the Justices aforesaid to have the  
place of the aforesaid District Philip Smith Esquire who being duly sworn in the Name  
Constituted of Almighty god saith that he was present and did see Anne Smith

William Clay Snipes and George Lewis parties to the within Deed sign and seal  
 did and did deliver the within Instrument of Writing & and for the purpose herein  
 named and did also see Sarah Conrad and Mary Smith the subscribing Witnesses  
 their names as such to the same. Dated to 21<sup>st</sup> August 1788. John Sanders J.P. and  
 27<sup>th</sup> April 1789. South Carolina pro. This Indenture Tripartite made between  
 fourth day of July in Thirty fourth year of the Reign of our Sovereign Lord King George  
 the second by the Grace of God of Great Britain France and Ireland King in  
 gender of the Truth &c. and in the year of our Lord one thousand seven hundred  
 and sixty Between Ann Smith Widow Relict and Administress of the  
 Rigion Smith late of St Pauls Parish in Colleton County in the Province of South  
 Carolina Planter deceased of the first part Philip Smith and William Clay his  
 both of St Bartholomews Parish Planters of the second part and George Lewis  
 of Prince Georges Parish in County in the Province aforesaid Planter  
 the third part Whereas the said Ann Smith at and before the intermarriage  
 between her and the said Thomas Nigdon Smith aforesaid her late Husband pur-  
 sued and professed in her own Right of and in a certain Tract of Land amounting  
 two hundred acres with the premises thereunto belonging and of divers and sundry  
 known cattle hogs household goods furniture and other Effects which was all  
 on the said Ann Smith by a Marriage Settlement of her and her late Husband being date  
 specifically the Thirtieth and thirty first days of August in the year of our Lord a  
 thousand seven hundred and forty nine made and entered into by and between  
 the said Ann Smith formerly and at the time thereof Anna Mashon of the  
 first part Elizabeth Snipes her Mother and Henry Mashon her Brother of  
 the second part and the said Thomas Nigdon Smith her late Husband of the third  
 part & for such uses intents and purposes as in and by said Indentures  
 of Deed and Release reference being thereunto had doth and may now fully  
 and largely appear And Whereas the said Thomas Nigdon Smith at the time  
 of his death was lawfully and rightfully seized and Professed to him and his  
 power of all that Tract or Plantation containing one hundred acres of land  
 and the premises and appurtenances to the same belonging wherun the said Ann  
 Smith now liveth And also of and in and to a certain Tract of land situate  
 lying and being in Craven County in the Province of North Carolina on the south  
 side of Neuse River and the side of the Creek containing six hundred and forty  
 acres together with one other Tract or parcel of land situate lying and being in  
 Craven County in the Province of North Carolina Between the mouth of the North Creek  
 and Duck Creek and North side of Neuse River containing two hundred  
 acres And of divers and sundry Negro slaves horses cattle hogs sheep Household  
 furniture and Effects of divers kinds And to whereas the said Ann Smith is en-  
 titled unto a Right of Dwre of in and to the said several and respective Tracts or  
 parcels of lands abovementioned had and during her natural life and spent in  
 to the one third undivided part as share of all Negro slaves Household furniture hens  
 cattle hogs sheep and other Personal Estate which were of her said Husband  
 the time of his death after his just and lawful debts are paid and satisfied And whereas  
 the said Ann Smith since the death of the said Thomas Nigdon Smith in her said  
 hand by her great pains care and industry hath brought and purchased two hundred  
 Pounds

428

for sale of land & under a Deed or Deeds made at New Haven giving and delivery and delivery  
and having on hundred and fifty acres to the same man of which said acres and land in lot to follow  
in St. Paul's Parish and Towne of South Carolina lying and bounded by the said John Evans  
now land towards the West on Christopher Wilkinson's land towards the South on John Evans  
land and towards to the East on Captain Tolking's land towards the North on John Tolking  
lives of lease and Release bearing date respectively the first and second days of June in the year  
four thousand one thousand seven hundred and fifty nine before being Thomas had may-  
more fully and largely appear And also a tract or parcel of land of Captain William  
Coats and Mary his wife of Charleston containing one hundred and fifty acres and a-  
half acres & the same more or less situate lying and being in St. Paul's Parish in Col-  
ton County in the Province of South Carolina aforesaid lying and bounded to the West  
on land belonging to the said William Coats to the South on land belonging to John  
Septimus to the East on land belonging to Thomas Smith as in and by one pair of  
Indentures of lease and Release bearing date respectively

day of

in the year of our Lord one thousand seven hundred and refugee being  
Thomas had may more fully and largely appear of which said lands the said Thomas  
Smith is at the time of making these presents joined and professed of to his and his  
heirs and affigies forever And whereas there is a Marriage / by God's permission  
intended to be shortly had and consummated by and between the said George  
Evans and the said Ann Smith and in consideration thereof it is agreed by  
and between the said George Evans and the said Ann Smith that if the said  
Marriage shall take effect that then notwithstanding the same be the said  
George Evans his Executors Administrators and Affigies shall and will  
at all times as much as in him lies purpose and ability by the above inten-  
ded Marriage settlement and shall not nor will interfere with or have any right  
title or interest either in Law or Equity of in or to any part of the land and Real  
Negroes and other personal Estate contained and specified herein but the same shall  
remain continue and be to the said Ann Smith for and during her natural life and  
afterwards to and for such Ends intents and purposes as in and by the said Mar-  
riage settlement is mentioned or intended Neither shall the said George  
Evans his Executors Administrators or Affigies intermeddle with or have any  
right or interest either in Law or equity of in or to any part of the said several  
tracts or parcels of land with the Appurtenances thereto belonging which  
were of the said Thomas Rigan Smith at the time of his death / except the place  
whereon the said Ann Smith now liveth / herein before particularly mentioned  
either in right of his said intended wife or any other wise however she shall be  
the said George Evans his Executors Administrators or Affigies intermeddle with or  
have any right title or interest of in or to any of the said undivided third part or de-  
fects which were of the said Thomas Rigan Smith at the time of his death which the  
said Ann Smith his intended wife is intitled unto but the same shall remain entire  
and be to the said Ann Smith or to such less as she the said Ann Smith shall  
think fit and convenient nor shall he the said George Evans intermeddle with or  
have any right title or interest of in or to the said two several tracts of land further  
to say the said Ann Smith during her widowhood any longer than the natural  
life of the said Ann Smith his intended wife in case he should survive

and after her death the said two several Tracts of land by the said Ann Smith pur-  
chased as aforesaid shall be to and for the use benefit and behoof of her self  
and Elizabeth Smith Daughters of the said Ann Smith jointly & then re-  
sents and to them and their heirs and assigns forever and for no other her  
intention purpose whatsoever And that for such Ends Intents and Pur-  
pose the same are to be adjusted Transferred and conveyed unto the said Phil-  
lip Smith and William Clay Snipes in Trust and to and for the said  
two intents and Purposes herein mentioned and declared Now this In-  
dentitye M<sup>r</sup> m<sup>r</sup> c<sup>t</sup> th<sup>t</sup> That in Prouerence of the said Agreement and  
for and in Consideration of the sum of ten pounds good and lawfull Money  
of the Province of South Carolina to her the said Ann Smith in hand pa-  
yed and before the enseling and delivery of these Presents by the said Philip  
Smith and the said William Clay Snipes the Receipt whereof is here-  
by acknowledged and for the settling and affuring of all and singular  
the several above mentioned Plantations Tracts Parcels of Lands and  
the said Ann Smith's undivided Third part portion or share of the said  
Thomas Rigdon Smith her late husbands moveable or personal Estate  
to and for the several uses intents and Purposes herein after limited  
expressed and appointed and upon and under the several Trusts  
Powers and agreements and in such manner as herein after in and  
by these Presents are then of limited express'd and declared for ful-  
ling keeping and performing all and singular the forementioned Agree-  
ments contained and specified in the above mentioned Marriage Agree-  
ment made or intended to be made as aforesaid and also for divers other  
good causes and considerations her the said Ann Smith therewith moving  
she the said Ann Smith by and with the advice consent knowledge Rec-  
tification and Agreement of the said George Evans his wife by her being made  
a party to and signing and sealing of these Presents Hath given ge-  
neral Bargained sold aliened transferred remised released and confirmed  
and by these Presents Doth give grant Bargain sell alien than for a  
lease and confirm unto the said Philip Smith and William Clay Snipes  
in their actual possession now being by virtue of one Indenture of lease  
or Bargain and sale to them then of made for the term of one whole year  
bearing date the day next before the day of the date of these Presents and  
made between the said Ann Smith of the one part and the said Philip  
Smith and William Clay Snipes of the other part and by virtue of the like  
Indenture for transferring uses into possession their heirs and assigns do  
that the aforesaid Tract of one hundred and a fifty acres by the said Ann  
Smith purchased of the said Henry Kyne Junior and Mary his wife  
his wife as aforesaid and all that other Tract of one hundred and  
forty seven and a half acres by the said Ann Smith purchased of Captain  
William Crad and Mary his wife as aforesaid together with all and in-  
cluding the Houses Outhouses Raifies Buildings Ways Paths Water lots  
etc

Small p.  
Liberated  
Then Re-  
turn her  
and Re-  
ceive said  
Reserve  
This In-  
tent and  
all many  
hand pa-  
inches  
of is hor-  
ed single  
Ends and  
The one  
al Estate  
limited  
Trusts  
= in and  
for pur-  
os Agra-  
age to the  
divers othe  
wards mow-  
ing edge Run  
ing male  
given per  
et confid  
in for a  
Clay Sripes  
of leave  
on a year  
Events and  
said Phil-  
ip of the He-  
reign Me-  
said Ann  
on his trip  
ed and off  
Captains  
e and an  
other Note  
comes

On this Profits Commodity Slaves Servants and Conveniences Right to Members and  
Appurtenances or to the said two several Tracts last above mentioned belonging or  
in any wise appertaining unto the invasion and invasion remainder and remains  
Rents Spices and profits of all and singular the Slaves and every part and parcel  
thereof together with all and singular the Divers Conveniences Writings Goods and com-  
plications of Slaves Property Movements whatsoever touching or concerning the  
said Premises or any part or parcel thereof and all the Estate right title and Interest  
of the said Ann Smith of in to most of the said Tracts of land above mentioned to -  
have and to hold the said Two Tracts of Land together with all and singular  
the premises herein above mentioned retained to be hereby granted and released  
unto the aforesaid Philip Smith and William Clay Sripes their heirs and assigns  
forever to and for the several uses intents and purposes and with and under the  
usual limitations restrictions conditions Provisions and agreements herein set  
in these Presents declared mentioned written and appointed that is to say to the  
use and behoof of the said George Evans and the said Ann Smith his intended  
wife for and during the Term of the natural life of the said Ann Smith and after  
from and after the decease of the said Ann Smith to the use and behoof of the  
above named Ann Smith and Elizabeth Smith daughters of the said Ann  
Smith party to these Presents and to them their heirs and assigns forever And to  
this Indenture further witnesseth that for the consideration aforesaid  
the said Ann Smith by and with the like knowledge advice priority consent  
and agreement of the said George Evans testified as present hath bargai-  
ned sold assigned and transferred and by these Presents Doth grant bargain  
all assign and transfer unto the said Philip Smith and William Clay Sripes  
their Executors Administrators and Assigns all that the aforesaid undivided  
Third part portion or share of the said Negro Slaves movable or personal Es-  
tate of the said Thomas Rigan Smith deceased late Husband of the said Ann  
Smith and which by the death of the said Thomas Rigan Smith the said Ann  
Smith is any wise interested in or hath any right title or claim unto whether the  
same shall consist of lands Negro Slaves furniture or other Goods and Bel-  
lows and all the Estate right and interest of the said Ann Smith of in or to the  
Profits or the increase and profits thereof or any part thereof or which she  
might or can claim either in Law or Equity of in or to the said Real and Personal  
Estate of the said Thomas Rigan Smith deceased to have and to hold all and  
every the said undivided Third part portion or share of the said Real and Per-  
sonal Estate of the said Thomas Rigan Smith deceased unto the said Philip  
Smith William Clay Sripes their Executors Administrators and assigns  
forever Upon Trust nevertheless that the said Philip Smith and William  
Clay Sripes and the survivor of them and the Executors Administrators  
and assigns of such survivor shall and will pay him and suffer the said Ann  
Smith the intended Wife of the said George Evans to keep make use of and re-  
ceive the Profits and increase of the said undivided Third part of the said Estate  
consisting as aforesaid and of Negro Slaves household furniture and other Goods  
and Chattels and Effects for and during the natural life of the said Ann Smith  
and to and for the separate use of the said Ann Smith and that the same shall  
not be in the power or disposal of the said George Evans or be anywise liable or  
subject to him in to the payment of any of his debts But with the profits or in-  
crease that shall hereafter be gotten gained or made of the same be disposed of

disposse and employe to such person and Persons and to and for such uses intent and purposed and in such manner and form as she the said Smith shall at any time or times hereafter during her life limit desire and dispose of the same or any part thereof either by her last Will and Testament or other Instrument in writing whatsoever signed with her hand in the presence of two or more credible witnesses and to and for no other end and intention purpose whatsoever And in case the said Ann Smith during her covariance with the said George Smith should not make a Spar or appear the said personal Estate of the said Thomas Bigdon Smith that is to say the undivided third part the personal Estate by her last Will and Testament namely the Instrument in writing duly executed that then and in that case the same shall go to and be held deemed and taken as part of the Estates of the said Ann and Elizabeth Smith daughters of the said Ann Smith partly to their share to be equally divided between them share and share alike anything therein contained to the contrary thereof in any ways notwithstanding in witness whereof the parties to these presents have hereunto interchanged at their hands and seals the day and year first above written. Ann Smith /AS/

✓/L/ William Fley Snipes /L/ George Evans /L/ signed and delivered in the presence of Sarah Conrad. Mary Smith. Charleston District Personally appeared before me John Sanders one of the Justices of the Peace of the aforesaid District Philip Smith Esquire being duly sworn on the Holy Evangelists of Almighty God saith that he was present and did see Ann Smith William Fley Snipes and George Evans parties to the within Deed sign and seal as their act and Deed deliver the within Instrument of writing to and for the purposes therein mentioned and did also see Sarah Conrad and Mary Smith the subscribing witnesses sign their names as such to the same. Sworn to 21<sup>st</sup> August 1788. John Sanders J.P. Recorded 27<sup>th</sup> April 1789. 1/3

State of South Carolina Govt.

RECORDED ALL MANNER by these Presents that Jacob Gerard of St. Helena Parish Beaufort District in the State of South Carolina Planter am held and firmly bound and obliged unto John Bull of the same place Esquire in Trust to and for the herein <sup>and</sup> mentioned wife mentioned was intituled and purposed in the full and just sum of Five Thousand pounds Sterling to be paid to the said John Bull his certain Attorney Executrix Administratrix or assignee to which payment well and truly to be made I bind myself and each and of my heirs executors and Administrators firmly by these presents sealed with my seal and dated the twentieth day of March in the year of our Lord one thousand seven hundred and eighty two. Whereas a marriage by God's permission is shortly intended to had and obtained between the said Jacob Gerard and Miss Lucia Bull the sister of the said John Bull And whereas it is reasonably and prudently advised by the said Lucia Bull that the following twenty seven Negro slaves her property named Mariah fact Clo Lymes March Tony Tom Little green Marianne Ruth Bathsheba Charlotte Nancy Rose Fletcher French Betty Dick Rachael Lee Jack Hannah Nined Sampson Jenny and Buck should previous to the solemnization of the said marriage be released via and sold and for the use and behoof of the longest liver of them the said Lucia Bull

and

and Jacob Guerard his wife Mariae Bourgois shall take off that is to say each of the said  
Twenty seven Negro Slaves as shall be then alive or to be found and as their future Spouse  
and woman And other and the said Lucia Bull and Jacob Guerard have shown and  
requested the said John Bell to act as Witness to the fact that the longest time of them the  
said Lucia Bull and Jacob Guerard of the said Marriage takes place may here and  
enjoy for ever the entire use and benefit of the said Twenty seven Negro Slaves who  
be then alive or to be found with all their future Spouse and women Now the first  
dition of the above Obligation is such that if the said above Bounden Jacob Guerard  
shall depart this life in the lifetime of the said Lucia Bull after remanicing  
the said intended Marriage with her and his heirs Executors and Administrators shall  
not as is above stipulated covnanted and agreed to by him the said Jacob  
Guerard permit the said John Bell his heirs Executors and Administrators  
to receive back and take into his Possession to be delivered by him unto the  
said Lucia Bull the intended Wife of the said Jacob Guerard for her entire use and  
benefit for ever the said following Twenty seven Negro Slaves to wit - Mariah, Jack,  
Chloe, Lymah, - March, Toney, Tom, Esther, Grace, Maryam, Ruth, Bathsheba,  
Charlotte, Harry, Rose, Glotter, Punch, Betty, Dick, Rachel, Sue, Duck, Har-  
nah, Pinah, Sampson, Jenny and Buck, or such of them as shall be then  
alive or to be found, with all their future Spouse and Increase, then the above  
obligation to be in full force and virtue, or else to be null and void and of  
no more effect than if the said Jacob Guerard had survived the said Lucia  
Bull his intended Wife; in which case of his surviving her, he is as above  
mentioned and according to the full intent and meaning of these presents  
to have retain keep and enjoy for ever the said Twenty seven negro slaves  
or such of them as shall be then alive or to be found, with all their future Spouse  
and Increase, in the same manner as if this marriage bond had never  
been made or entered into. Jacob Guerard, his signed sealed and delivered  
in the presence of Ben: Guerard. Recknowledged the above Witness being  
dead in presence of S: Drayton - Stephen Drayton Esquire being duly sworn  
made oath that he was present and saw Jacob Guerard Esquire acknowledge  
his hand and seal and deliver this Instrument of writing and for the uses  
and purposes therein mentioned and that he the deponent subscribed his name  
as a Witness to the same. Sworn to the 5<sup>th</sup> day of May 1789 before me D: Mayes  
Recorded 5<sup>th</sup> day of May 1789.

State of South Carolina.

This Indenture Tripartite made the twenty ninth  
day of May in the year of our Lord one thousand seven hundred and eight  
thieth year of the Sovereignty and Independence of the United States of America  
Between Susanna Maria of Saint Johns Parish in the State of South Carolina  
Widow of the first part Ephraim Mitchell of Little River in the State agree-  
ment Esquire of the second part and William Brone Mitchell of the City of Char-  
leston and State aforesaid Esquire of the third part Whereas a Marriage by just  
permission is intended that they to be had and intermixed by and between  
the said Susanna Maria and the said Ephraim Mitchell And it is  
agreed that it is agreed by and between the said Susanna Maria  
and Ephraim Mitchell that all and every part of the personal effects  
of her the said Susanna Maria the intended wife mentioned and

bound in the List or Schedule therof herunto annexed and make good  
 their Parents And also the future Issue and increase of the said female  
 slaves named in the said Schedule shall be to and for the several uses  
 intents and Purposes herein after mentioned and for that Purpose the same  
 are to be assigned and transferred unto the said William Boone Mitchell  
 In Trust to and for the several uses Intents and Purposes herein after  
 mentioned and declared off and concerning the same Now this makes  
 more Mifceth That in Prouance of the said Agreement made as  
 aforesaid and for and in Consideration of the sum of ten Shillings the  
 being to her the said Susanna Marin in hand well and truly paid by the  
 said William Boone Mitchell at or before the sealing and delivery of these Re  
 cords the Receipt whereof is hereby acknowledged And for the Saking and of  
 owing of the said personal Estate of her the said Susanna Marin in  
 the said List or Schedule as also the future Issue of the said female slaves  
 to and for the several uses intents and Purposes herein after mentioned copy  
 sed and sealed and for divers other good causes and considerations he  
 the said Susanna Marin here unto moving the said Susanna Marin  
 by and with the advice knowledge priory consent and agreement of the  
 said Ephraim Mitchell his intended husband testified by his being  
 made a party to and signing and sealing of these Records hath gived  
 bargained and sold aforesaid Transferred and delivered and by these Re  
 cords Doth in plain and open Market grant bargain all aforesaid  
 transfer and deliver according to due form of Law unto the said William  
 Boone Mitchell his Executors Administrators and Assigns All those  
 several Negroes and other Slaves mentioned and contained in the List or Schedule  
 therof hereto annexed with the future Issue of the said female slaves  
 and all other the personal Estate Household and Utensils furniture Plate  
 monies bearing Interest & Bonds Notes Specie his Goods Wares Effects  
 and Things whatsoever contained or mentioned in the said Schedule and all  
 the Estate right title and Interest of in and to the same or any part thereof  
 to have and to hold the said several Slaves with the future Issue of  
 such aforesaid female and also all other the Estate monies goods Wares Effects  
 and Things whatsoever of her the said Susanna Marin in the said Schedule  
 mentioned unto the said William Boone Mitchell his Executors Administrators  
 and Assigns for use upon Trust & Never to be sold and to and for the  
 several uses intents and Purposes herein after mentioned and appointed  
 off and concerning the same and to and for nine other use Intents and  
 purposes whatsoever that is to say In Trust for the said Susanna Marin  
 her Executors Administrators and Assigns until the solemnization of  
 the said intended marriage and from and immediately after the solemniza  
 tion thereof Then upon this further Trust & that that be the  
 said William Boone Mitchell his Executors Administrators and Assigns  
 do and shall permit and suffer or be sufficiently authorized and impo  
 ne the said Susanna Marin the intended wife and to the said Ephraim  
 Mitchell

154

Mitchell his intended Husband have been so far as may be  
accuse and take to their own account and payment in the time of  
settling in or all and giving a writing or witness from one or more of the  
said Trust Estate by her the said Susannah Maria so engaged as aforesaid  
during the term of the natural life from the control of the said William  
Boone Mitchell his Executors Administrators and Assigns and without any  
account to be given to the said William Boone Mitchell or his Executors Admini-  
strators or Assigns for the same And you are immediately after her death then  
upon this further Trust that he the said William Boone Mitchell his Executors  
Administrators and Assigns do and shall pay apply divide dispose of and  
deliver the whole and every part of the Trust Estate or so much as may be then  
remaining unto and amongst such Child or Children of the said Marriage  
begotten and in case of failure of such Child or Children then in that case  
the said Trust Estate or so much as may be then remaining unto the said  
Ephraim Mitchell his Heirs Executors Administrators and Assigns for  
ever And the said Ephraim Mitchell the intended Husband for him  
his Executors Administrators and Assigns and for every of them Doth  
hereby covenant promise grant and agree to and with the said William  
Boone Mitchell his Executors Administrators and Assigns by these  
present in manner and form following That is to say That for and  
notwithstanding any matter or thing whatsoever by him the said Ephraim  
Mitchell to be had made committed Executed done suffered or reported  
unto it shall and may be lawful to and for the said Susannah Maria  
his intended wife after the death of the said Ephraim Mitchell her in-  
tended Husband have hold and retain the whole and every part of the  
said Trust Estate or so much as may be then remaining to and for the  
sole use and behoof of such Child or Children of the said Marriage be-  
gotten and in case of failure of such Child or Children then to the sole  
use and behoof of the said Susannah Maria the intended wife her Ex-  
ecutors Administrators and Assigns for ever On a further that he the  
said William Boone Mitchell his Executors Administrators and Assigns  
shall and will from time to time and at all times hereafter peaceably  
and quietly have hold use occupy possess and enjoy the said house  
before mentioned Premises and every part thereof forever the left  
upon the several Trusts Intents and Purposes herein and hereby men-  
tioned expressed and declared offe and concerning the same without  
any let disturbance interruption or by the said Ephraim Mitchell  
his Executors Administrators or Assigns or any other Person or Persons  
whomsoever claiming a to claim by from or under him or them or by any  
his or their means except priority of possession for himself whereof the  
said Parties to these to these Presents their Hands and Seals have here-

intelligently at Midday and year first above written between  
 Maria & Ephraim & William Mitchell. William Boone Mitchell &  
 Sealed and delivered in the presence of us Judith Bellefonte,  
 Sarah Burdell. Received of the within named Mr. Boone  
 Mitchell the sum of Ten Shillings Sterling the consideration  
 within mentioned this Twentieth day of May 1789 £ 0.10.0  
Susanna Marin Ephraim Judith Bellefonte

~~The list or Schedule referred to by the annexed Deed~~

Nars a Negro Fellow  
 Sophie a Negrotoman  
 Sytira a Negro Girl  
 Peter a Negro Boy  
 Stephen a Negro Boy  
 Nars a Negro Boy  
 Cate a - D<sup>r</sup> woman  
 Daphney a D<sup>r</sup> do  
 Isaac a D<sup>r</sup> Boy  
 March a - D<sup>r</sup> do  
 Charlotte a D<sup>r</sup> Child  
 Hector a D<sup>r</sup> man  
 Fanny a D<sup>r</sup> woman  
 Peter D<sup>r</sup> do  
 Sytira D<sup>r</sup> girl  
 Mary D<sup>r</sup> do  
 Hagar D<sup>r</sup> do  
 Dagnette D<sup>r</sup> do

Cynya a Negro Man  
 Cate - D<sup>r</sup> woman  
 Anthony D<sup>r</sup> Man  
 Joshua D<sup>r</sup> Boy  
 Philles D<sup>r</sup> Woman  
 Lucy - D<sup>r</sup> Girl  
 James D<sup>r</sup> Boy  
 Andrew D<sup>r</sup> do  
 Tony - D<sup>r</sup> - D<sup>r</sup>  
 Darcus D<sup>r</sup> Woman  
 Grace D<sup>r</sup> Child  
 Tom - D<sup>r</sup> Man  
 Binkie D<sup>r</sup> Woman  
 Molley D<sup>r</sup> Girl  
 Lonnion D<sup>r</sup> Boy

South Carolina W<sup>m</sup> Judith Bellefonte being duly  
 Charlton District deposed and sworn made oath that she was  
 present and saw Susanna Marin Ephraim Mitchell  
 and William Boone Mitchell severally sign seal and  
 as and for their Act and Deed deliver this Instrument  
 of writing to and for the uses and purposes within men-  
 tioned and that she this deponent together with Sarah  
 Burdell signed their names as witnesses to the due execution  
 of the same - Sworn to this 11<sup>th</sup> day of June 1789 Before  
 Peter Frenier J.P. Recorded 11<sup>th</sup> June 1789

South Carolina

This Wednesday Tripartite made the  
 second day of April in the year of our Lord one thousand seven hundred and Eighty  
 nine. Between Susanna Hayes of St Pauls Parish, widow of the first part William  
 Brinckman of the same place Planter of Harwood and William Smiley also of the  
 same Parish Planter of the House, whom a Marriage is intended to be had and  
 solemnized between him and William Smiley and Susanna Hayes who is  
 to take up her new right and sufficient part of a Personal Estate consisting of a farm  
 of about one hundred and twenty acres of land in the parish  
 of St Pauls and a Plantation containing about five hundred and fifty acres of land  
 with a house and other buildings with lawfull furniture annually and  
 also of Mountain Hys. slaves named Somers, Jack, Olympe, Sall, Tom,  
 Dugney, Frank, Maria, Sylva, Mary, Diana, Olivia, Ruth, Hannah, and others  
 agreed that all said property shall be sold and turned to the use of her and  
 Susanna Hayes

January  
1749  
Sponton  
Borne  
creation  
10.0

July  
was  
chale  
e and  
ment  
in this  
Sarah  
- Execution  
Before

the  
second  
at Wilts  
los of the  
which and  
who is  
ing of a son  
is the  
at of five  
ally and  
son.  
a, and its  
affair

Chancery Court of the County of Middlesex  
Teresa Brown and the wife of the said William Bradford  
Witnesseth that in pursuance of a power given unto her  
of the term of five biddings to be had and to be held in her  
house by the said William Bradford for the sale and delivery of the  
Presente her husband's negro slaves and servants then and there  
and concerning the same Susanna Haynes hath by and with the  
privy knowledge and consent of him the said William Bradford being a  
Member of a Party to and agreeing and sealing of these Presents) Mayement  
Sole and a signed with the Presente both they and she and of her  
unto the said William Bradford his Husband and his  
Bond or Obligation and also all those other above named Negroes slaves with their  
further sum and interest and profit to have them; To  
have and to hold the same with the interest and profit annually to arise there  
from and every part thereof unto the said William Bradford his Husband and his  
for use upon Trust and at her sole and undivided service, having often  
limited and Declared, that is to say upon Trust and to the intent and purpose  
that the said William Bradford his Husband and his wife shall do no  
Prunies and every Part thereof and all Interest & Profits annexed thereto unto  
the said Susanna Haynes to such other Persons as she and her  
Interest and Profits and in such way and manner & only as by any Deed or  
writing to be subscribed by the said Susanna Haynes under her hand in  
the presence of two or more credible witness or by her last Will and Testament  
testified as aforesaid whether she shall be then sole or married, shall be from  
time to time absolute limited appointed and with such appointment  
shall be made, shall permit and suffer the said Susanna Haynes whether  
she be sole or married to have the entire management and direction of the  
said Prunies and to receive a estate to her separate use and behoof the annual In  
terest and Profits thereof, without the control or intermeddling of any other person  
whom so ever, PROVIDED always, and upon the further Trust and Condition and  
with this limitation, that if the said Susanna Haynes shall depart this  
Life without having made any disposition of the Estate, hereby intended to be  
settled upon her, either by Deed or will in manner herein before directed that  
then and in such case the said William Bradford his Husband and his  
shall have on such event of his own and deliver up the said written Bond  
of Sixtie Hundred and Fifty Pounds Principal, with all Interest that  
may be then due thereon unto the said William Bradford his Husband  
and his wife to his and their own posterity to be left for ever and shall per  
mit and suffer the said William Bradford to have the use late  
and profits of the said negro slaves herein before named with three years  
and thereaft during the term of their natural life and no longer  
and at his death shall return up and aforesay over the said negroes  
with their sum & interest that may then be living unto such child or  
children if more than one of the said William Bradford shall then be  
alive.

also to be equally divided amongst them share and share alike and if there shall be  
 Children of the said William Hayne then living, then to the said William Hayne  
 his Heirs and Assignees to have and their own inheritance for whomsoever the said  
 William shall by then have his Executors and Administrators. Dated  
 Current present and agreed with the said William Bradford his Hand  
 and a copy in manner following that is to say that the said Susanna Hayne  
 shall and may at all times hereafter during the said intended co-tenancy  
 she was sole and unmarried according to the agreement and Trust agreed  
 make any disposal or appointment of the premises or any part or partition  
 by any writing under her hand and seal executed as aforesaid and do every act  
 and acts concerning the Premises as fully and effectually being under con-  
 trol as if she was sole and unmarried and that to the said William Bradford  
 his Heirs and Assignees shall and may execute and perform the Trust aforesaid  
 without the said trouble or interruption of him the said William Bradford  
 His Executors or Administrators or any of them. In witness whereof these  
 Parties have hereunto set their hands and seals on the 5 day in the Year past  
 without mentioning Susanna Hayne /ls/ Wm Smiley /ls/ William Bradford /ls/  
 Sealed and Delivered in the presence of Rebecca Peter Mary R. Bradford  
 State of South Carolina & Personally appeared Rebecca Peter who being duly sworn  
 Charleston District maketh oath that he saw Susanna Hayne, William Smiley  
 and William Bradford sign and deliver the within Settlement in trust for the  
 uses and purposes herein mentioned and that Mary R. Bradford signs it without  
 any influence as a witness to the same. James Wallard J.C.  
 Received July 1<sup>st</sup> 1709.

This Indenture made this seventeenth day of August anno Domini  
 One thousand seven hundred and seventy nine and in the third year  
 of American Independence between Thomas Harris of all Saints Parish  
 in George Town District in the State of South Carolina Planter of the  
 one part and Phuby Pole alias Giles of Prince George Parish in George  
 Town District in the State aforesaid of the other part Witnesseth that for  
 and in consideration of a Marriage by Gods permission to be shortly  
 had and determined between the said Thomas Harris and Phuby Pole  
 alias Giles and for other good Causes and Considerations him the said  
 Thomas Harris thereunto moving and for that a Competent jointure  
 may be had made and provided for the said Phuby Pole alias  
 Giles in case the said Marriage shall take effect and for the affording  
 of four Negroes hereafter mentioned as likewise the sum of Two  
 thousand Pounds Currency of this State to and for the uses Intents and  
 purposes herein after mentioned and declared pursuant to the agreement  
 made upon the Contract of the said intended Marriage he the said  
 Thomas Harris hath covenant bargain and agreed to and with the  
 said

Widow and Relic of Benjamin Tucker Esq<sup>r</sup> deceased of the second part and  
 Archibald Saltus of St George's Parish Duxbury Gentleman of the third part  
 Whereas a Marriage by God's permission is shortly intended to be had and  
 solemnized between the said Matthias and Louisa And Whereas the said  
 Louisa now is lawfully possessed of or will hereafter be entitled unto a number  
 of Negro and other Slaves together with a small personal Estate by virtue  
 of the last Wills and Testaments of her late Husband the said Benjamin  
 Tucker deceased and her late Grandmother Mary Langley deceased And  
 Whereas upon the Treaty previous to the said Intended Marriage it  
 hath been and it is agreed between the said Matthias Hutchinson  
 and Louisa Tucker that the said Negro and other Slaves and all  
 singular the personal and other Estates which she the said Louisa  
 Tucker is in any manner seized and possessed of interested in or entitled  
 unto should be transferred apnied conveyed granted and released unto  
 the said Archibald Saltus and his heirs to and for and upon the said  
 us and subject to the Trust Intents and purposed in such manner as  
 herein after is mentioned limited and 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 Intended Mar-  
 riage and also for and in consideration of the sum of Two pounds Sterling  
 to her the said Louisa Tucker now paid by the said Archibald Saltus  
 the receipt whereof is by her hereby acknowledged and for divers other good  
 Causes and Considerations here hereto especially moving the said Louisa  
 Tucker by and with the knowledge Privy and consent and approbation  
 of the said Matthias Hutchinson her intended Husband testifid by his  
 being a party to and executing these presents / hath granted bargained  
 sold apnied transferred conveyed alienated released and confirmed and by  
 these presents doth grant bargain sell apnied transfer convey alien release  
 and confirm unto the said Archibald Saltus his heirs Executors and  
 Administrators All the Negro and other Slaves which the said Louisa  
 Tucker is in any manner possessed of or entitled unto with the future  
 Issue and Increase of such of them as are female Slaves And also all the  
 personal and other Estate of her the said Louisa Tucker and at the right  
 Title Intire her possession Property benefit Trust Claim demand wheth-  
 ever both in Law and in Equity which the said Louisa Tucker or any  
 other person or persons in Trust for her hath or have or is or are intitled  
 in or entitled unto of or in out of any personal Estate in the State of  
 South Carolina in any wise howsoever To have and to hold the said  
 Negro-

Negro and other Slaves with the future Issue and Increase of such of them as are Female and also all the said personal and other Estates above mentioned and every part and parcel thereof with their and any of their appurtenances unto the said Archibald Sattler his heirs Executors and Administrators for ever to the intent and upon the several uses Trusts Intents and purposes and with and under the several Restrictions Limitations Provisions Conditions and agreements herein after mentioned limited and declared of for and concerning the same and to for no other use Trust Intent or purpose whatsoever that is to say To the use of Bekof of the said Louisa Tucker and her heirs until after the solemnization of the intended Marriage, and from and immediately after the solemnization thereof to the use and Behof of the said Mathias Hutchinson for and during the term of the joint Lives of the said Mathias and Louisa and from and immediately after the determination of that Estate to the said Archibald Sattler his heirs Executors and Administrators for and during the joint Lives of the said Mathias and Louisa upon Trust to preserve the contingent Remainders herein after limited from being disputed or destroyed and for that purpose to make entries of bring Actions as Occasion shall require But nevertheless in Trust to permit and suffer the said Mathias during the joint Lives of the said Mathias & Louisa to receive and take full Profit Interest and Benefits of the said Premises to and for his use and benefit and from and immediately after the decease of either of the said Mathias or Louisa Then for and upon the several uses Trust Intents of Purposes and with and under the several Restrictions Limitations Provisions Conditions and Agreements herein after mentioned limited and declared of for and concerning the same, That is to say In Case the said Louisa should die before the said Mathias Then to the use and behof of such Person or Persons and Subjects to such Limitations and Provisions as she the said Louisa notwithstanding her Coveture shall by any Deed a Writing or Last Will or Writing purporting to be her last Will (which did Writing or Will she the said Louisa is hereby and by the said Mathias Hutchinson her intended Husband enabled empowered to make) shall give him or appoint the same and for want of such Deed Will Gift Devise or Appointment Then to the use and Behof of the Right Heirs of the said Louisa Tucker for ever but in case the said Mathias should die before the said Louisa with or without issue living at his Death Then to the use and behof then to the use and behof of the said Louisa her heirs Executors Administrators and Agents for ever provided always nevertheless and then presents are upon this Express Condition and agreement that the whole of the said Estate hereby granted bargained and assigned transferred and delivered unto the said Archibald Sattler as Trustee aforesaid shall be and is hereby declared Subject and liable to the payment of all the lawful Debts due by the said Louisa Tucker antecedent to the said intended Marriage And the said Mathias Hutchinson on consideration of the intended Marriage

Marriage, And the said Mathias Hutchinson in consideration of the said and of the Estate and Interest herein before granted limited & reserved him and also for divers other good Causes and Considerations herein mentioned doth for himself his heirs Executors and Administrators covenant promise grant conclude and agree to and with the said Archibald Lattes his heirs Executors and Administrators in manner and form following that is to say that for and notwithstanding any Act Matter or Thing whatsoever by him the said Mathias to be had made done committed executed suffered or appointed to it shall and may be lawful to and for the said Louisa his intended Wife at any Time or Times during her Coverture and at all Times to make such Deed Writing Will or appointment as aforesaid and by such Writing Will or Appointment give devise appoint or dispose of all and Singular or any part or parcel of the said Premises above mentioned to such Person or Persons and to and for such uses Trusts Intents and purposes and in such Manner and form as the said Louisa notwithstanding her Coverture shall think fit and that he the said Mathias Hutchinson his heirs Executors and Administrators and all and every other Person and Persons wheresoever claiming or to claim by from or under him or them shall not question controvert obstruct or hinder such disposition of her the said Louisa of and in the said Premises to be by her given and disposed of as aforesaid And also that all manner of such Gifts Devises Dispositions or appointments as aforesaid to be by her the said Louisa so made and done shall be at all Times as good and effectual in the law as if he the said Mathias Hutchinson had himself joined in the same with her the said Louisa or as if she had continued a feme sole And further that the said Archibald Lattes his heirs Executors of Administrators shall or may at all Times hereafter peaceably and quietly have hold and enjoy all and Singular the said Premises herein before mentioned / herewith upon the several Uses and Trusts <sup>and</sup> Subject to the several provisions and agreements herein and hereby expressly limited mentioned and declared of and concerning the same without any let disturbance or interruption of the said Mathias Hutchinson or any other Person or Persons claiming or to claim by from or under him And moreover that he the said Mathias Hutchinson his heirs Executors and Administrators shall and will from Time to Time and at all Times hereafter upon the reasonable request and at the proper Cost and Charges of the said Archibald Lattes his heirs Executors and Administrators do make and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable Act and acts thing and things con-

conveyances and assignments and apurances in the law whatsoever and all  
for the corroborating and strengthening of these presents as also for the better giving  
and confirming of the said hirin before mentioned Parishes unto the said  
Archibald Settler his heirs Executors and Administrators heretofore to the said  
Hirer upon the several Intents Truth and purposed and Subject to the Provisions  
and conditions herein mentioned agreed and declared of and concerning the  
same) as by their or any of their Council learned in the Law shall in that  
half be reasonably advised or required In witness whereof the said Parties to  
these presents have hereunto set their hands and seals the day and year first  
above written — Mathias Hutchinson (S.S.) Louisa Tucker (S.S.) Archibald  
Settler (S.S.) Signed sealed and delivered in the presence of us Benj' L. Pinx  
Edward Smith — Doctor Benjamin L. Pinx being duly sworn made  
both that he was present and saw Mathias Hutchinson Louisa Tucker and  
Archibald Settler sign seal and as their act and deed deliver this Indenture  
for the uses and purposes within mentioned and that he this Deponent with  
Edward Smith subscribed their names as Witnesses to the Execution thereof  
Sworn to this 7<sup>th</sup> day of August 1789 before Peter Freeman J.P. recorded 7<sup>th</sup>  
August 1789. —

State of South Carolina

KNOW ALL MEN by these Presents that Alexander  
Campbell of George Town in the State aforesaid Gentleman am holden and  
firmly bound and obliged unto William Morris Jr and Martha Horister in  
the State aforesaid in the full and just sum of eight hundred pounds Sterling  
Money of the State aforesaid to be paid unto the said William Morris  
Jr and Martha Horister their heirs Executors Administrators or Af-  
firms to which payment well and truly to be made and done I bind my  
self my heirs executors and Administrators firmly by these presents —  
sealed with my seal dated the eighth day of May one thousand seven  
hundred and eighty nine Whereas a Marriage is intended to be  
had and solemnized between the above named Alexander Campbell and  
Martha Durand daughter of the late James Durand Esquire deceased  
and of the said Martha Horister second above named And where as the  
said Alexander Campbell in Consideration of the said intended marri-  
age and of the sum of eight hundred pounds Sterling money of the State  
aforesaid which he is to receive in Negro Slaves and other personal pro-  
perty for and as the Marriage portion of the said Martha hath agreed  
and doth hereby agree that in case the said intended marriage shall take  
effect and the said Martha shall survive him the said Alexander her in-  
tended Husband that then she the said Martha shall have and receive  
and be paid out of the Estate Real and Personal of the said Alexander  
the sum of four hundred pounds Sterling money of the State aforesaid for  
her own proper use and benefit and to be at her own proper disposal And  
whereas the said Alexander Campbell for the Consideration aforesaid has  
agreed and doth hereby agree that if the said marriage shall take effect

四三

and the said Martha shall depart this life in the life time of her  
said Alexander then the said Martha shall and may by her last  
Will and Testament in Writing or any other Writing purporting to be  
her last Will by her signed sealed and delivered in presence and  
attested by two or more credible Witnesses give dispose order and  
and appoint the sum of four hundred pounds Sterling money apiece  
or any part of the said sum to such person or persons for such use  
and purposes and in such manner as she the said Martha by her  
last Will and Testament in writing or other writing as aforesaid  
shall give dispose order and appoint the same or any part thereof  
And the said Alexander hath also agreed and doth hereby agree  
that his executors or administrators will duly pay the said sum of  
Four hundred pounds Sterling Money or such part thereof which  
she shall so give and dispose order and appoint to be paid her  
The Condition of this Obligation is such that if the said Marri  
age shall take effect and the said Martha shall survive him the  
said Alexander then if the heirs executors or administrators of the  
said Alexander shall and do within six months after the death  
of the said Alexander pay or cause to be paid unto the said Ma  
rtha to her and for her own proper use and benefit and to be at her  
own disposal the full and just sum of four hundred pounds  
Sterling money aforesaid out of such Land tenements goods  
chattels and other real and personal Estate which he the  
said Alexander or any other on trust for him or for his use  
shall be seized or be possessed of or which shall belong to him the  
said Alexander at his decease according to the true intent and  
meaning hereof And if the said Marriage shall take effect and  
the said Martha shall happen to depart this life in the life time  
of the said Alexander her intended husband then and in such  
case if the said Alexander Campbell his heirs executors or admi  
nistrators shall and do within six months next after such the  
decease of the said Martha his intended Wife will and duly  
pay or cause to be paid all or such part of the said sum of  
four hundred pounds Sterling to such person or persons for such  
purposes and in such manner as she the said Martha his  
intended Wife by her last Will and Testament in Writing or any  
other writing purporting to be her last will by her signed and se  
aled in the presence of and attested by two or more credible Witnesses  
shall notwithstanding her creatures give dispose order and  
and appoint the same according to the true intent and meaning  
of the said parties and of those presents Then the above Obligation

H H H

to be void and of no effect or else to be and remain in full force and effect  
Alexander Campbell Esq; William Magill. C. C. Worcester State of South Carolina  
in George Town District, personally appeared this our day of Magill Esquire  
who being duly sworn made oath that he was present and saw Alexander  
Campbell sign seal and as his act and deed before the above date  
for the uses and purposes within set forth and that he this Depoent with  
C. C. Worcester subscribed their names as witnesses to the same Execution  
Sworn to this 17<sup>th</sup> day of July 1789 Before me John Trotter, C. C.  
Received 18<sup>th</sup> August 1789.

South Carolina

This Indenture Tripartite

made the Eleventh day of March in the year of our Lord one thousand seven  
hundred and Sixty two and in the second year of the Reign of our Sovereign  
Lord George the third by the grace of God of Great Britain, France and  
Ireland King defender of the Faith &c &c &c, Between Thomas  
Holman of St. Bartholomew's parish in Colleton County in the Province  
aforesaid Planter of the first part, and Mary Holman of the same  
place Spinster Daughter of Thomas Holman late of the Province aforesaid  
Planter deceased of the second part AND Thomas Hutchinson of the  
said County & Province Esquire of the third Part WHEREAS a Marriage by  
God's permission is intended shortly to be had and solemnized by between  
the said Thomas Holman and Mary Holman, AND WHEREAS the said  
Mary Holman is intituled unto a Distributive share or one sixth part of  
the personal Estate of the said Thomas Holman her Father who lately died  
intestate, consisting of Negroes & other chattels which remain as yet un-  
divided amongst the children of the said Thomas Holman deceased, AND  
WHEREAS in Consideration of the intended Marriage and of its taking  
Effect it is consented and agreed to by and between the aforesaid Thomas  
Holman and Mary Holman that the said Distributive share or one sixth  
part of the personal Estate of the said Thomas Holman deceased which  
the said Mary is intituled unto as aforesaid, in case the said intended  
Marriage take effect and be solemnized shall be settled in the manner in  
this Indenture mentioned specified and declared of from time to time  
same Now this Indenture witnesseth that for and in Consideration  
of the said intended Marriage and in pursuance of the said Agreement and  
for and in Consideration of the sum of ten Shillings, gold and lawful money  
of the Province aforesaid to the said Mary Holman in hand well and truly  
Paid by the said Thomas Hutchinson above before the sealing and delivery  
of these Presents the Receipt whereof is hereby acknowledged the said Thomas  
Holman

445.

Holman by and with the privy consent and approbation of the said  
Thomas Holman testifies by his being a party to and agreeing and sealing  
of these Presents / hath given grants bargained sold assigned transferred  
and delivered by these parents doth give grant bargain sell assign transfer  
and deliver unto the said Thomas Hutchinson his Executors Administrators  
and Assigns, All and singular that the aforesaid Distributive share or  
one undivided sixth part of the Personal Estate of the said Thomas Holman  
deceased ~~whereas~~ <sup>whilst you</sup> the same doth consist of together the Issue and Increase  
of such Female Slaves as do compose the same which she the said Mary  
Holman is intituled unto or interested in as Daughter of the said Thomas  
Holman deceased, To have and to hold the same & every part and  
parcel thereof to the said Thomas Hutchinson his Executors Administrators  
and Assigns forever, upon Trust nevertheless, and to and for the several  
uses intents and purposes herein aforesaid mentioned limited appointed  
and declared of force and concerning the same / that is to say, In trust  
for the said Mary Holman her Executors Administrators & Assigns  
until the Solemnization of the said Intended marriage and from  
after the Solemnization of the same, In trust for the said Mary  
Holman during her natural life and from and 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 same and every part and parcel thereof to  
him her or them his her or their heirs Executors Administrators and  
Assigns forever, but in case the said Mary Holman shall happen  
to die without Issue of her Body begotten by the said Thomas Holman  
party to these Parents, THEN IN THAT case that the said distri-  
butive share or one undivided sixth part of the said Personal  
Estate be delivered over to the said Thomas Holman party to these  
Parents, his Executors & Administrators as his & their own proper ~~goods~~  
~~chattels~~ forever, AND it is hereby expressly covenanted and agreed  
upon by and between the Parties to these presents, That if at any time  
during the Continuance of this present, Trust the said Thomas Hutchinson  
should happen to die or depart the Province, it shall and may be lawfully  
done for the said Thomas Hutchinson and by his last Will & Testament  
writing or by any Deed executed in the presence of two Credible Witnesses  
to name and appoint another proper person as a Trustee to execute the  
several Trusts herein before mentioned and expressed in the will of  
him the said Thomas Hutchinson or in Default of his writing, & if he  
and may be lawfully to and for the said Mary Holman notwithstanding

A.D. 1789

Not Coventre to nominate or appoint a Trustee or Tenant for the  
premisses for sale, which person or persons so nominated and appointed  
it is hereby agreed shall have the same powers and authorities and be  
subject to the same limitations & restrictions touching and concerning they  
Properties as the said Thomas Hutchinson any thing herein contained  
the contrary notwithstanding. In witness whereof the Parties to  
these presents have hereunto interchangably set their hands and seals the  
Day and year first above written,

Thomas Holman Esq

Mary Holman Esq

Thomas Hutchinson Esq

written mention a marriage was made, with Lazarus Thomas Stock.

South Carolina of Personally appeared Edward Blake Esq. who being  
Charleston District duly sworn made oath that he was well acquainted with  
the late Thomas Stock and with the manner and form of his writing his  
Name having frequently seen him write, that he verily believes the name sign  
Thomas Stock, to the within Indenture to be the proper hand writing of said  
Thomas Stock,

Sworn to this 7<sup>th</sup> Day of September 1789 Before Peter French Esq.  
Recorded the 7<sup>th</sup> Day of September 1789

South Carolina

This Indenture made the Twenty fifth day of July in the  
year of our Lord one thousand Seven hundred and Eighty nine between Josiah Smith of  
Charleston Merchant and Mary his wife only daughter of the late Doctor Samuel  
Stevens, of the first part and William Smith Stevens of Charleston Physician Brother  
of the said Mary, of the second part - Whereas a marriage hath been some time since  
had and solemnized by and between the said Josiah Smith and Mary his wife And  
whereas the said Mary at the time of her Intermarriage with the said Josiah was entitl  
to one third part of the personal Estate of her said father Consisting of Slaves Cash goods  
and Furniture And whereas the said Josiah being about to make a voyage to Sea and being  
desirous to Secure to the said Mary and her lawful Issue the enjoyment of part of the  
said property Is Contented and hath agreed with the said William Smith Stevens that a  
certain part of the said personal Estate shall be secured and preserved as a Separate Estate for  
the uses and purposes herein after mentioned and applied for the benefit advantage support  
and maintenance and support of the said Mary and of her lawful Issue Now  
This Indenture Witnesseth That in pittance and in performance of the said Intentio  
and agreement and in Consideration of the natural love and affection of the said Josiah to  
the said Mary and their common Issue and also in Consideration of the said Fortune  
of the said Mary brought him in marriage and of five Shillings to him in hand  
paid by the said William It is hereby agreed Covenanted and declared by and  
between All and every the parties to these presents and the true Intent and meaning  
of them and of these presents is and are that the following negro Slaves to wit  
Peggy an elderly yellow woman and Tenah a black woman with her two children

Lydia a girl and Ben a small boy Together with the Increase of the  
 Said female Slaves being part of the personal Estate to which the said  
 Mary was entitled out of her said fathers Estate Shall be and remain,  
 and they are hereby sold disposed and conveyed, and in plain and open market  
 delivered to the said William Smith Stevens his Executors administrators and assigns  
 to for and upon the several Trusts and purposes, and under and subject to the several  
~~provisions~~ and agreements herein after mentioned expressed and declared of and Concerning  
 the same, That is to say In Trust to and for the use Service and behoof of the  
 said Josiah and Mary during their joint lives, And from and immediately after the  
 decease of either of them ~~then~~ the said Josiah and Mary to and for the use Service  
 and behoof of the Survivor of them for and during his or her natural life And  
 immediately upon the death of such Survivor then to and for the use service benefit  
 and behoof of Samuel Smith, Mary, Elizabeth, William, Edward and Ann Smith  
 the Issue of the bodies of the said Josiah and Mary To be equally divided  
 among them or such of them as may be alive at the decease of the Survivor  
 of the said Josiah and Mary, and the Issue of such of them as may be  
 deceased; according to the Law of distributions established in Cases of Intestacy  
 And the said William Smith Stevens for himself his heirs Executors and administra-  
 tors doth hereby Covenant grant and agree to and with the said Josiah  
 and Mary that he shall and will well and truly possess and hold the said  
 negro Slaves and their Issue and Increase to and for the several uses, Trusts  
 Intents and purposes herein before expressed and set forth and that, as is Intended  
 by the said parties freed and discharged from all Incumbrances debts charges or Con-  
 veynances of the said parties or any of them; And that he will permit the said  
 Josiah and Mary during their joint lives to hold and use the said negro Slaves  
 and their Increase during their joint lives, for their joint use and benefit; And the  
 survivor of them for his or her sole use benefit and service during his or her life  
 And that upon the decease of such survivor he will ~~leffer~~ and permit the said  
 Samuel, Mary, Elizabeth, William, Edward, and Ann and the Issue of such  
 of them as may be deceased at the time of the decease of the survivor of the said  
 Josiah and Mary, to hold use occupy sell dispose and divide the proceeds equally  
 as aforesaid amongst themselves, freed and discharged from all manner of Incum-  
 brances of the said Josiah, Mary, and William or of any other person or persons  
 Whomsoever. In Witness whereof the said parties have hereunto Interchangeably  
 set their hand and seals the day and year first above Written. Josiah Smith  
 [S] Mary Smith [S] William Smith Stevens [S]. Signed Sealed and  
 Delivered In presence of John Collins George Smith. Mr George Smith being  
 duly sworn made Oath that he was present and saw Josiah Smith, Mary Smith  
 and William Smith Stevens severally sign seal and as their lot and Deed deliver  
 this Instrument of Writing to and for the uses and Purposes their mentioned and  
 that he the Deponent together with John Collins subscribed their Names as  
 Witnesses to the due Execution of the same Sworn to the 9<sup>th</sup> day September 1789  
 Before me D<sup>r</sup> Magoffin

State of South Carolina

This Indenture made the

Third day of September in the year of our Lord one thousand seven hundred and eighty nine. Between Richard Scott of St. Andrew Parish Gentleman of the first part, Harriett Smith of George Parish Spinster of the second part, Thomas Smith & Benjamin Smith Executors of the last will and testament of Henry Smith deceased and Ann Waring administratrix John Ernest Payes, administrator of Elizabeth Smith deceased of the third part and Thomas Smith of Thomas Smith of the fourth part, Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said Richard Scott (Party to these presents) and the said Harriett Smith And Whereas the said Harriett Smith is entitled by the last will and testament of the said Henry Smith her deceased Father to a certain portion of his Estate consisting of Bonds & other securities for the payment of money to a considerable amount and also to a distributive share of the personal Estate of the said Elizabeth Smith her deceased Mother, consisting of slaves, and Bonds & other securities for the payment of money of which no distribution hath yet been made by the administrators. AND WHEREAS it is agreed and covenanted by all the Parties to these Presents testified by their signing & sealing these Presents That the several proportions legacies and distributive shares of the said Estates to which the said Harriett Smith is or may be entitled shall be settled upon the trusts and to the uses hereinafter set forth and declared -

NOW this INDENTURE witnesseth that in pursuance of the said agreement and in consideration of the said intended marriage and in consideration of five Pounds to each of the contracting parties well and truly paid unto before the sealing the sealing & delivery of these Presents whereof is hereby acknowledged. It is hereby agreed & declared by and between all & every the Parties hereinunto, and the true intent & meaning of them and of these presents is & are that the said Thomas Smith & Benjamin Smith the Executors of the last will and testament of the said Henry Smith deceased & Ann Waring administratrix & John Ernest Payes administrator of all singular the good and chattels, debts & credits of Elizabeth (Henry) Smith deceased shall I will well & truly settle the affairs of the said Estates in their respective charges & pay & deliver or cause to be paid & delivered all and every sum and sum or sums of money Bonds or securities for the payment of money & every other kind of property to which the said Harriett Smith or may be entitled as legatee by law or as entitled to a distributive

of in or out of the said Estates to the said Thomas Smith Trustee nominated & appointed by these Presents, who shall hold the same upon this several Trust, Intents & purposes Undertaken & subject to the several provisions powers & agreements herein after mentioned express & and contained of concerning the same / that is to say) in trust for the said Harriet Smith her Executors Administrators & assigns until the solemnization of the said Intended marriage, and from & after the solemnization of the said marriage, there upon this further trust that the said Trustee his Executors Administrators or assigns shall and will during the said Intended Coverture between the said Richard Scott & Harriet Smith his Intended wife permit and suffer the said Richard Scott to have hold & occupy use & work, for all and every slave and slaves & their increase which the said Harriet may be entitled to by under or from the said Estates & to enjoy the profits of the labor & service of such slaves during the life of him the said Richard Scott & will also either pay to or suffer & permit the said Richard Scott to demand receive, recover and take the Interest profits & produce of the principal sum or sums of money which may be secured by bonds or other vouchers to which the said Harriet may be entitled as aforesaid for & during the term of his natural life upon the decease of the said Richard Scott then upon this further trust that the said Slaves Bonds Notes and other securities for debts & the monies due thereon shall be to the use of the said Harriet during her natural life if she happen to survive the said Richard Scott & shall be suffered & permitted during her natural life to have hold use and employ the said Slaves & their issue and Increase, & to enjoy the profits of their Labour and to demand receive & take to her own use the Interest and profits of the monies secured by Bonds & other vouchers as aforesaid and upon the decease of the longest liver of the said Richard & Harriet then upon the further trust that such slaves & their Increase and Bonds Notes & other vouchers for debts & the monies due thereon shall be to the use of the issue of their bodies to be equally divided share and share alike agreeable to the Statute of distributions, but if at the decease of the shortest liver of the said Richard & Harriet no issue of their bodies nor issue of such issue be alive, or if all such issue die during the life of the longest liver then such longest liver shall be entitled & authorized to demand receive, recover hold and keep all such slaves & their Increase & all the said monies and securities for money to his or her own particular absolute use & benefit free discharged of and from all & all manner of other trusts conditions proviso or reservation whatsoever, it is hereby agreed & covenanted by and between the Parties to these Presents that the several persons for whose use & benefit this deed is recited shall severally have the

1450

power and beat full liberty during the existence of the same  
to the Intestit thorow, with the help of a just concurrence of the  
Trustee to let out at Interest to a proper person or persons thereon,  
or monies, which may be called in recovered or which may accrue  
on the bonds or other securities for money toucht therin named herein  
may be entitld out of the said Estates, but appropriate the same  
to the purchase of Slaves or valuable & productive property which  
when purchased shall be liable bussigts to the same use trusts  
Conditions & limitations as herein before declared. In witness  
whereof the Parties to these Presents have hereunto interchanged  
ably set their hands and seals the day & year first above written  
Richard Scott (S) Harriet Smith (S) Thomas Smith (S)  
Benjamin Smith (S) Ann Waring (S) John Ernest Payas (S)  
Signed Sealed and delivered in the presence of The word "and" being  
previously interlined in the sixth line from the top, & "word by"  
being likewise interlined in the twenty fourth line from bottom  
Elizabeth Smith John Coming Ball (S) That the said John Ernest Payas  
Administrator to the Estate of Elizabeth Smith shall then have full  
power to settle with Richard Scott, & not with Thomas Smith the  
Trustee, & that the said Richard Scotts discharge shall be sufficient  
in Court of Common Law or Equity & the said John Ernest Payas  
Administrators shall at no time be accountable to the said Thomas  
Smith Trustee, Witnessejs. Elizabeth Smith John Coming Ball  
South Carolina Charleston District / Appeared Elizabeth Smith  
who being duly sworn on the Holy Evangelists saith she saw Richard  
Scott, Harriet Smith, Tho. Smith Benj. Smith & Ann Waring and  
John Ernest Payas, sign seal & their act & seal deliver the written  
Instrument to her for the uses & purposes therein mentioned & that  
John Coming Ball with herself the Deponent were witnesses thereto &  
as such subscribed their names, Swore before me this 17<sup>th</sup> October 1789  
Daniel Smith Jr. Recorded the 19<sup>th</sup> day of October 1789

South Carolina,

Know all men by these presents that  
I Solomon Wolf of the City of Charleston, am held and firmly bound  
unto Jacob Jacobs of the same place in the full and just sum of one  
thousand Pounds Sterling to be paid to the said Jacob Jacobs or his  
certain attorney, executors, administrators & assigns, for which payment  
well and truly to be made and done I bind myself and each and every  
my heirs executors and administrators firmly by these Presents dñe