

place (Trustee in this behalf specially nominated & appointed) of the third part. Whereas a Marriage by Gods permission is intended shortly to be had & solemnized by and between the said Lydia Rembart and the said Daniel Joy and it is settled concluded and agreed by and between all the Parties to these presents that all and singular the Estate and property whatsoever wheresoever of the said Lydia Rembart and in particular that part thereof which is hereinafter particularly mentioned and described shall be made over settled and secured in the hands of the said Trustee and his Executors & Administrators In trust for the use intent and purpose herein after mentioned and to & for no other use intent or purpose what so ever. And whereas the said Lydia on the day of the date of these presents is well and sufficiently entitled unto as her own property and possessed of the following Slaves viz Tom Binah and Phillis, and also of and in Securing sundry Goods and Chattels of Plate, China & Household furniture and other things of Value (a Schedule whereof is herein to annex). Now this Indenture witnesseth that the said Lydia Rembart for and in consideration of the said intended marriage, and to the intent that the said Slaves and other property may be secured and applied upon the trust and to and for the uses intents and purposes herein after expressed. And also for and in consideration of the sum of five Shillings and the said Lydia Rembart by the said John Eberley in hand well and truly paid at and before the sealing and delivery of these presents the Receipt whereof is hereby acknowledged, have granted bargained & sold, and by these presents do grant bargain and sell aforesaid make over unto the said John Eberley all and singular the said Slaves Tom, Binah and Phillis and the future issue and increase of the females, and the said Goods and Chattels, Household furniture and other things of Value. To hold to him as Trustee aforesaid and his Executors and Administrators for ever upon this Special trust to permit and suffer the said Daniel Joy and Lydia his intended Wife to take have and retain

all the proceeds profits and advantages that can or may arise from or out of the said Slaves, goods and Chattels and Household furniture before mentioned during the term of their joint natural lives, and in case of the death of either of them to permit and suffer the survivor to take have and receive the proceeds profits and advantages of the said Slaves and other property aforesaid during his or her natural life, and after his or her death to permit and suffer the Child or Children of the said Daniel & Lydia to have and receive the use proceed profits and advantages aforesaid to him her or them as shall be then living to his her or their Executors administrators or assigns for ever. And in case either the said Daniel or Lydia his intended Wife shall die without any issue of the said Marriage then to permit and suffer the survivor to have use and take the said Slaves with the increase thereof, and the Goods and Chattels, household furniture and other things of value to him or her, his or her Executors administrators or assigns. To hold to such Survivor during the term of his or her natural life, and at his or her demise to the use benefit and behoof of his or her heirs or assigns for ever. In witness whereof the said parties to these presents have hereunto set their hands & affixed their seals on the day and year first written -

Lydia Rambert *[seal]*
Signed sealed and delivered of Dan'l Joy *[seal]*
in the presence of Henry John Eberley *[seal]*
Degg Elizabeth Thresher *[seal]*

Charleston S.C. Personally appeared Henry Degg who being duly sworn made oath that he was present to sign Lydia Rambert, Daniel Joy & John Eberley & usually sign seal and as their act and do over the foregoing Instrument of writing to and for the uses & purposes therein set forth, and that he the Deponent with Elizabeth Thresher

signed their names as witnesses thereto Sworn to
the 14th day of April 1794 before Stephen Ravenel Jr.
Recorded 14th April 1794.

This Indenture tripartite.

made this Eighth day of February in the year of our Lord one thousand Seven hundred & Ninety four, and in the Eighteenth year of the Sovereignty & Independence of the United States of America. Between Sarah Burdell of the Parish of Saint John's in the State of South Carolina widow of the first part, Peter Ray Junr. of the same place of the second part & James Brickell of the Parish & State aforesaid of the third part. Whereas a Marriage by Gods permission is shortly intended to be had & solemnized between the said Sarah Burdell & Peter Ray. AND whereas the said Sarah Burdell at the time of executing these presents is possessed of a Number of Negroes and other property in the list or Schedule hereunto annexed particularly mentioned & described. AND whereas upon the treaty & previous to the intended Marriage aforesaid, it hath been and is agreed between the said Sarah Burdell & Peter Ray Junr. that all and every part of the Estate of the said Sarah Burdell which is mentioned in the list or Schedule herein annexed and also all other property which she may be in any wise intitled to, together with the future issue & increase of the female Slaves, shall be by her assigned to & vested in him the said James Brickell & his heirs to and for the several uses intents trusts & purposes herein after mentioned expressed and declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said intended marriage & recited agreement & also in consideration of the sum of ten shillings Sterling Money to the said Sarah Burdell in hand paid by the said James Brickell the receipt whereof is hereby acknowledged and for divers other good causes her herein to moving she the said Sarah Burdell by and with the knowledge privity & consent of the said Peter Ray her intended husband, testified by his being a party to these presents, hath granted bargained sold & conveyed & by the

these presents doth grant bargain, sell, convey & confirm unto him the said James Brickell in his actual possession now being by virtue of a bargain & sale to him thereof made by the said Sarah Bundell by virtue of a Bill of Sale bearing date the day before the date of these presents. To have and to hold the said Negro Slaves, Goods, Chattels & Effects with the issue and increase of the female Slaves in the list or Schedule herunto annexed unto the said James Brickell his Executors administrators and assigns for ever. In trust to & for the several uses intents & purposes herein after mentioned & declared concerning the same AND as for concerning the several uses & trusts herein intended to be made limited & declared of the Personal Estate aforesaid of the said Sarah Bundell each and every party to this Indenture have agreed that the same shall be limited and settled in manner following viz In trust for her the said Sarah Bundell, party hereto, her heirs Executors administrators & assigns until the Solemnization of the said intended marriage & from and after the Solemnization thereof In trust and to and for the said Sarah Bundell during her natural life. But so as not to be subject or liable to the intermeddling or control of the said Peter Ray her intended husband or to be seized or sold for payment of his present or future Debts and from and immediately after the decease of the said Sarah Bundell then to the said James Brickell his heirs Executors administrators & assigns In Trust to preserve and support the contingent uses of Estates which she the said Sarah Bundell may at any time or times hereafter think proper to limit direct or appoint from being defeated or destroyed, and for that purpose to make entries and bring acts out as the case may require, nevertheless to permit & suffer the said Sarah Bundell for and during her natural life to have and receive the

the b
miso
from
In J.
and p
Sara
cover
in th
her.
-d t.
such
it is.
and t
it sh
-ell &
require
Bur.
her h
more
of all
or Eff
anne
admin
trusts
or pur
time,
Limis
Junis
shall
maso
Exec
-ute
& ap
will
the t
sign
the p
or see

The Rents Fines & Profits of all and Singular the said Premises to & for her own sole and separate use & benefit, and from and immediately after the decease of the said Sarah In Trust then for the use and behoof of such person or persons & in such parts & proportions as she the said Sarah Burdell from time to time notwithstanding her Coverture by any Deed or writing duly executed by her in the presence of two or more credible Witnesses or by her last Will and Testament to be by her signed published & declared in the presence of three or more ~~credible~~ such Witnesses direct or appoint. Provided always and it is hereby agreed by and between all the Parties hereto and the true intent & meaning of these presents that it shall and may be lawful for the said James Brickell his Executors Administrators and Assigns at the request of and by and with the consent of the said Sarah Burdell, such consent to be testified in writing under her hand & seal and executed in the presence of two or more credible Witnesses at any time to sell & dispose of all or any part of the said Negroes Goods Chattels or Effects mentioned in the list or schedule hereunto annexed or contained in these presents, and the Monies arising from such sales shall be subject to the uses and trusts before mentioned, and to and for such other uses trusts or purposes as she the said Sarah Burdell may at any time by such Deed or by her last Will and Testament direct Limit or appoint. And moreover that the said Peter Ray Junior his heirs Executors Administrators and Assigns shall from time to time & at all times hereafter at the reasonable request of the said James Brickell or his Executors Administrators or Assigns make do and execute all such further lawful acts & acts, conveyances & assignments in the law whatsoever necessary as well for the Strengthening these presents as also for the better conveying and assigning of all and singular the Negroes Goods Chattels and effects and other the premises herein mentioned, and contained in the list or schedule hereunto annexed, or which she the said Sarah Burdell

Burdell is in any wise intitled to or intended
to be granted bargained sold & assigned to the said James
Brickell his executors administrators or assigns as by him or
them or his Council learned in the law shall or
may in that behalf be reasonably advised devised
devised or required. In witness whereof the said
Parties to these presents have hereunto interchange-
ably set their hands & seals the day and year first
above written. —

Signed sealed and delivered Sarah Burdell her
in presence of the words Peter Ray Junr: her
"payment of" in the forty Ja: S: Brickell her
fifth line of the first page and the words "and
executed in the Eighteenth line of the second page
being first interlined Peter Ray P: Witten

Received on the day of the date of the within
written Indenture of the within named James
Brickell the sum of Ten Shillings Sterling being
the full consideration Money mentioned to be
paid to me by him. Recd from Sarah Burdell
witness Peter Ray. — List or Schedule of prop-
erty referred to in the annex'd Deed viz: Hector a
Negro Man, Nanny his wife, Sambo a Negro Man
Pollione Dittto Celia a Woman, Hannibal a
Boy, a Bay Horse call'd Janus, 1 Riding Chair
4 Beds of furniture - I head of cattle State of

South Carolina Charleston District Person
ally appeared At Peter Ray who being duly sworn
on the Holy Evangelists of Almighty God made oath
that he was present and saw Mr Peter Ray Junr
Mr Sarah Burdell & Doctor James Brickell
swearingly sign Seal and as their respective act
and deed deliver this Marriage Settlement to
for the uses intents & purposes therein set forth
and that he the Deponent together with
Peter Witten subscribed their names as Witnesses
to the due Execution thereof Sworn to the
31 day of March 1794 before me Thos. Marin J.P. &
Recorded 16 April 1794

To all to whom these presents shall

come be seen or made known Greeting Whereas James Culliat of St. Bartholomew Parish in the State aforesaid becomes entitled to Property both real & Personal on his Marriage with Ann Ladson Beer. Now know ye that the said James Culliat for the full Security of all and singular the property both real and personal and every part and parcel thereof unto his intended Wife Ann Ladson her heirs and assigns, he the said James Culliat hath hereby and by these presents doth assign and make over unto the said Ann Ladson all and singular the property both real and Personal and every part and parcel thereof that she proposed or was any wise entitled to on this day of her Marriage with him the said James Culliat to her & her heirs for ever. To have hold receive take and enjoy all and singular the said property hereby assigned to made over and to and for the only use benefit and behoof of the said Ann Ladson her Executors administrators and assigns from henceforth & for ever. And for the more full & perfect security of the same hereby granted property both real and personal & for every part & parcel thereof unto the said Ann Ladson, he the said James Culliat hath and by these presents doth substitute this instrument as a sufficient deed for assigning & making over the aforesaid property both real and personal and every part of parcel thereof unto the said Ann Ladson his wife her heirs Executors administrators and assigns declaring the same equally binding to as full force & virtue as if done in the more exact & usual form. The said Ann Ladson having by virtue of these presents full power & authority to act transact & do in behalf & on account of his property every thing needful In witness whereof I have hereunto set my hand & seal this 20th day June 1784.

Sealed and delivered in the presence - J. Culliat /sd/
of John Culliat, F. George - South Carolina, Chatton District, Person
ally appeared John Culliat and made oath that he saw James Culliat
sign seal & as his act & did deliver the within Instrument of writing
that he also saw thereon is forgot sign the same as a witness in his presence
at the request of the said James Culliat. John Culliat - Awoon before
me the 14th day of April 1794 Chrs. Knight Rec'd R. April 1794

intended
James
m or
ll or
devised
said
change
first
C. Kest
"Lest
"Lest
"and
id page

thin
names
being
be
tell
open
to a
Man
a
hair
of
con
wom
oath
busi
se
act
1 to
with
the
in P.C.D

This Indenture between

Eliza Bower of St. Bartholomew's Parish in the State of South Carolina aforesaid Spinster of the first part. Paul Walter of the said Parish & State Planter of the second Part, and Paul Hamilton Esquire of the Parish and State aforesaid of the third part.

Whereas a Marriage is intended to be shortly had solemnized by and between the said Paul Walter and Eliza Bower and whereas the said Eliza Bower is now possessed in her own Right of the following Property to wit one Mulatto female Slave named Mary and Sundy Bonds or Monies at Interest a Schedule of which is hereto annexed which are now in the hands of the said Paul Hamilton, which the said Paul Walter will be intitled to on the solemnization of the said intended Marriage And WHEREAS in consideration of the said intended Marriage and of its taking effect it is consented covenanted and agreed to by and between the said Paul Walter and Eliza Bower that the said Mulatto female Slave with her future issue and Increase, and the one half of the said Bonds or Monies at Interest a Schedule of which is hereto annexed as aforesaid in case the said intended marriage shall take effect and be solemnized shall be settled in the manner in these Indentures mentioned specified and declared of for and concerning the same Now this Indenture therefore 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 lawful Sterling money of the said State to the said Eliza Bower in hand will and

tripar
the year
of three
and Inde
cen
the State
first
inter
ie of
art.
had
ten and
Bower
l owing
named
a sch
in
the
Solen
Ind
nded
to
said
d Mu
d In
Monies
used
ge ~
tled in
peccad
that
marri
d for and
estating
and with
and

and truly paid by the said Paul Hamilton at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged the the said Eliza Bower by and with the privy consent and approbation of the said Paul Walter testified by his being a party to and signing the sealing these presents hath given granted bargained sold, assigned, transferred and set over and by these presents doth give grant bargain sell assign transfer and set over unto the said Paul Hamilton his Executors administrators and assigns the aforesaid Mulatto female Slave named Mary with her future issue and increase and the one Moiety or half of the said Bonds or Monies at Interest (which are particularized in the aforesaid annexed Schedule) and all the right little Interest properly claim and demand whatsoever which she the said Eliza Bower now hath to the same or any part thereof To have to hold the said Mulatto female Slave named Mary with her future issue and increase and the one half or Moiety of the Bonds or Monies at Interest first above said which are particularized in the annexed Schedule (as aforesaid) unto the said Paul Hamilton his Executors administrators and assigns upon the several Trusts nevertheless and to and for the uses and purposes herein after mentioned of for and concerning the same that is to say in trust for the said Eliza Bower until the Solemnization of the said intended Marriage and from and after the same in Trust to permit and suffer the said Paul Walter to have the Sole use possession, service work ~~and~~ and Employment of the said Mulatto female Slave named Mary and her issue and increase and the Interest arising from the said Bonds at Interest last above said for and during the natural life of the said Eliza Bower, and from and immediately after her death then upon trust and to and for the use benefit and advantage

advantage of such person and persons their
 Hirs and Aysigns as the said Eliza Bower shall
 by her last Will and Testament to be made notwithstanding
 standing her coveture limit direct and appoint.
 And in case of her death without making such a
 Will and disposal thereof then the one half or Moity
 of the same, shall descend to the use and disposal
 of such issue lawfully begotten on her Body by
 the said Paul Walter as she the said Eliza Bow-
 er shall leave at her decease, to remain in trust
 until such Child or Children shall attain the
 age or ages of twenty one years or day or days of
 Marriage which soever shall first happen; and
 the other half to the said Paul Walter his heirs
 and assigns forever. But in case it should so hap-
 pen that she should die without leaving any Child
 or Children or a Will and Testament as abovesaid —
 then the whole of the Bonds or Monies in trust
 at Interest, in the hands of the said Paul Hamilton
 together with the said Mulatto female Slave named
 Mary with her future issue and increase
 shall go to the sole use and behoof of the said Paul
 Walter his heirs and assigns as his and their abso-
 lute right and property forever. In witness
 whereof the said Parties to these presents have
 hereunto interchangably set their hands and af-
 ficed their Seals on the day and in the year first
 above written. — *Elia Bower*
Kell
 Signed sealed and delivered in the presence of us — *Paul Walter*
Kell
Jacob Walter *Thos Martin*

A Schedule of Monies at
 Interest in the hands of Paul Hamilton Esquire the
 property of Miss Eliza Bower Esq^r. Proceeds of the
 Sale of the Estate and Effects of Edward Bower deceased
 bequeath'd to his Daughter the said Eliza Bower £1124.3/11
 Monies to remain in the hands of Paul Hamilton
Esq

Esquire in trust according to the annex'd Settlement
 vif. One half of the Proceeds of sale as stated on the other
 side £712*l.*.*v.* 11*r.* Received on the day of the date of the
 within indenture of the within named Paul Ham-
 ilton Esquire, the sum of Ten Shillings Sterling, being the
 consideration Money therein mentioned, I say received by me
 Witness Jacob Walter, Thos. Martin - Eliza Bower
 State of South Carolina Person ally appeared At
 Charleston District ~ Thomas Martin who being
 duly sworn made oath that he was present and saw Eliza
 Bower and Paul Walter sign seal and a other Act and
 did deliver the within deed of Settlement for the uses
 & purposes therein set forth, that he saw the said
 Eliza Bower sign the receipt heron written, and
 that he the deponent with Jacob Walter subscribe
 d their names as witnesses thereto - Sworn to
 this 28th May 1794 before Peter Gueneau *P.P.*
Recorded 25th May 1794 -

South Carolina, This Indenture made the
 thirty first day of March in the year of our Lord one
 thousand Seven hundred and Ninety four Between Willi-
 am Harleston of Saint Johns Parish Esquire of the one
 part, Robert Luash of the second part, and Roger Pinck-
 ey, Trustee of the third part Whereas by Gods Grace
 a Marriage has been shortly had and solemnized between
 the said William Harleston and Sarah Luash daughter
 of the said Robert Luash. And whereas in consideration
 of the said Marriage and in consideration of the love
 and affection which he the said Robert Luash hath
 beareth unto his said Daughter Sarah, he the said
 Robert Luash hath given and by these presents doth
 give unto his said daughter Sarah the following
 Negros namely Besenty, Binder, Will, Matilda
 Maria, Besenty junior, Hannah, Lydia, Dick
 Anthony

Anthony, Scipio, Tom, Handy, Moses, Affy, Nancy, Wally,
 Jacob, Mary, Judy, Isaac, Sally, Ned, Hariscilla with
 the future issue and increase of such of them as are
 females, which said Negroes with their future issue
 and increase are meant and intended to be settled and
 secured by this Deed, to and for the respective trust
 uses and purposes in manner and form herein after men-
 tioned and provided, that is to say, In Trust & Confi-
 dence that during the joint lives of the said William
 Harleston and Sarah his Wife, he the said William
 Harleston shall have the use occupation and enjoy-
 ment of the said above Mentioned Negroes with their
 issue and increase to his own use benefit and behoof
 without restraint or controul but in case she the
 said Sarah should survive the said William, then
 at his decease the said Negroes or such of them
 as shall be then living with their issue and
 increase shall be immediately delivered up by
^{his} Executors or Administrators into the hands of the
 said Roger Pinckney Trustee aforesaid or to his Exec-
 tors or Administrators and by them be delivered over unto the
 said Sarah for her sole and Separate use and
 behoof and to be by her disposed of at her own will
 and pleasure as she may think fit. But in case the
 said William Harleston should survive his said
 Wife Sarah then upon the further Trust and
 confidence that the said William Harleston so
 surviving to have the use occupation and enjoy-
 ment of the said Negroes with their issue and
 increase to his own proper use benefit and behoof
 for and during the time of his natural life with-
 out restraint or controul and from and immediately after
 the death of the said William Harleston then upon
 this further trust that he the said Roger Pinck-
 ney Trustee as aforesaid, his Heirs Execs & Admrs
 do and shall stand possessed of the said above mentioned
 Negroes

Anthony, Scipio, Tom, Handy, Moses, Affy, Nancy, Wally,
 Jacob, Mary, Judy, Isaac, Sally, Ned, Hariscilla with
 the future issue and increase of such of them as are
 females, which said Negroes with their future issue
 and increase are meant and intended to be settled and
 secured by this Deed, to and for the respective trust
 uses and purposes in manner and form herein after men-
 tioned and provided, that is to say, In Trust & Confi-
 dence that during the joint lives of the said William
 Harleston and Sarah his Wife, he the said William
 Harleston shall have the use occupation and enjoy-
 ment of the said above Mentioned Negroes with their
 issue and increase to his own use benefit and behoof
 without restraint or controul but in case she the
 said Sarah should survive the said William, then
 at his decease the said Negroes or such of them
 as shall be then living with their issue and
 increase shall be immediately delivered up by
^{his} Executors or Administrators into the hands of the
 said Roger Pinckney Trustee aforesaid or to his Executors
 or Administrators and by them be delivered over unto the
 said Sarah for her sole and Separate use and
 behoof and to be by her disposed of at her own will
 and pleasure as she may think fit. But in case the
 said William Harleston should survive his said
 Wife Sarah then upon the further Trust and
 confidence that the said William Harleston so
 surviving to have the use occupation and enjoy-
 ment of the said Negroes with their issue and
 increase to his own proper use benefit and behoof
 for and during the time of his natural life with-
 out restraint or controul and from and immediately after
 the death of the said William Harleston then upon
 this further trust that he the said Roger Pinck-
 ney Trustee as aforesaid, his Heirs Executors & Adminis-
 trators do and shall stand possessed of the said above mentioned
 Negroes

Negroes with their issue and increase to and for the use
 benefit and behoof of all and singular the Children of the
 said William Harleston and Sarah his present Wife and
 the lawful Issue of any such Children who may happen
 to be dead, to be equally shared and divided amongst them
 and their Executors admoins and assigns forever, but the issue
 of any such deceased Child to take on such division only
 a Childs part or share in right of the Child such issue
 represents. But if at the death of the said William -
 Harleston he shall have living no more than one
 Child begotten on the Body of the said Sarah his
 Wife, or the lawful issue of any such Children who
 may so happen to be dead, and in case there shall be
 then living only one Child of the said Marriage or the
 lawful issue of one Child so happening to be dead then
 in trust, and to and for the use benefit and behoof of such
 only child or the issue of such child then deceased his
 heirs or their Executors admoins and assigns as the case may
 be forever. And in default of children or any child of
 the said Marriage or their or any of their issue living at
 the time of the death of him the said William Harles-
 ton and his surviving the said Sarah his Wife then
 in trust and to and for the sole use benefit and behoof of
 him the said William Harleston his Executors admoins & assigns
 forever freed and discharged of any other Trust whatever
 any thing herein before contained to the contrary where-
 of in any wise notwithstanding - In witness whereof
 the said Parties to these presents have hereunto set their
 Hands and Seals the day and year first above written -
 Sealed and delivered in the presence of William Harleston /
 presence of C Edwards - Robt Quash - /
 Charleston District Personally & Roger Pinckney /
 appeared Evan Edwards the subscribing Witness to the
 within Instrument of writing who being duly sworn on
 the Holy Evangelists of Almighty God made oath that

265

he was present and saw William Harleston, Robert Dusick
 & Roger Pinckney Swally sign Seal and as their respective
 act and deed deliver the same to and for the uses & purposes
 therein set forth, and that he the deponent signed his
 name as a Witness to the due Execution thereof -
Swear to the 6th day of June 1794 before Stephen Rave
 notary Public Recorded 6th June 1794.

State of South Carolina

This Indenture of three parts
 made this Twenty Sixth day of May in the year of our
 Lord one thousand Seven hundred and Ninety four and in
 the Seventeenth year of the Sovereignty & Independence
 of the United States of America. Between William
 Tomson of Georgetown district in the State aforesaid
 of the one part and George Heriot, Patrick Donnelly and
 Jacob William Harvey of the same district & State
 aforesaid of the second part, and Jane Snow of the
 District and State aforesaid of the third part, Witnes
 sett that for and in consideration of a Marriage in
 tended by Gods permission) to be shortly had and solemn
 ised between the said William Tomson and Jane
 Snow as aforesaid. And whereas the said William Tom
 son being willing to settle and secure two Negro slaves
 named Dick & Beck with the future issue of said
 female Slave named Beck together with all the
 Household & Kitchen furniture, Stock of every kind
 also all right, Title, Interest claim or demand what
 soever he howsoever now hath or may hereafter re
 ceive from the Estate of the late Michael Broad
 rich late of the district and state aforesaid shop
 keeper ^{deceased} in such manner and to and for such uses
 as shall be herein after mentioned as a provision and
 maintenance for his intended wife the said Jane
 Snow, and her daughter Mary Broadick in case
 they or either of them should ever live or out live the
 said William Tomson in manner and form as

In such
spective
unposse
d his
Rave

265

herein after follows Now that he deatnes therefore,
witnesseth that for and in consideration of the said intended
Marriage having effect and for other the causes and con-
siderations aforesaid when the said Marriage shall have
taken effect the said William Tomson hath granted as
signed transferred and made over, and by these presents
doth grant, transfer assign and make over unto the said
George Heriot, Patrick Donally and Jacob William Harvey
every the Male and Female Slave named Dick t Beck
with her future issue and increase together with all the
house hold and kitchen furniture stock of every kind also
all right, title, Interest, Claim or demand whatsoever or
howsoever now hath or may hereafter receive and have
from the Estate of the late Michael Broadick deceased
as aforesaid. To have and to hold the aforesaid Male &
female Slave named Dick t Beck with her future issue
and increase together with all the Household & Kitchen
furniture stock of every kind, also all Right, Title, Interest
Claim or demand whatsoever or howsoever now hath
or may hereafter receive from the Estate of the late
Michael Broadick deceased as aforesaid. In trust
however unto the said George Heriot, Patrick Donally
and Jacob William Harvey and the Survivor or Survi-
vor of them the Executors and administrators of such
Survivor, and to and for no other use intent or purpose
whatsoever. That is to say first after the said intended
Marriage is solemnized and effected to the use and
behalf of the aforesaid Jane Snow & Mary Broadick
& the Survivor of them, and if the said William Tom-
son should die before his intended Wife leaving issue
Posthumous or otherwise of the said Marriage then
to the use of his said Intended Wife during her na-
tural life and immediately after her decease to go to her
daughter Mary Broadick her heirs and assigns forever
But if the said Mary Broadick should die before her said
Mother leaving no issue then and in that case to the

use of my said intended Wife during her natural life and from and immediately after her decease to the use of the children begotten by such Marriage to be equally divided between them share and share alike if more than one or else to that one's use only and if the said William Tomson should die before his said Intended Wife leaving no issue Posthumous or otherwise, then to the Sole use of his said intended Wife her Easws armes and aspins for ever. But if the said William Tomson should survive his said intended Wife and her daughter Mary Broadick the latter leaving no child then to the Sole use of him the said William Tomson during his natural life and from and immediately after his decease to the use of the issue of said Marriage to be equally divided between them share and share alike if more than one or else to the use of that only and if the said William Tomson should survive his said intended Wife she leaving no issue of said intended Marriage behind her then to the Sole use of the said William Tomson his Easws armes and aspins for ever, and in Witness whereof the said Parties to these presents have hereunto Interchangeably set their hands and Seals the day and year first written -

William Tomson (Seal)

Signed Sealed and delivered in the presence of James Barron, M^r Martin - South Carolina Georgetown District, Personally appeared James Barron and made oath he was present and saw the above named William Tomson sign Seal and as his Act and did deliver this Instrument of uniting for the purposes therein mentioned that he & Mr Martin signed their names as W^tnes -
th^rs - Sworn before me 7th June 1794 Will Horiot -
R. corded 11 June 1794

The State of South Carolina,

This Indenture made the twenty fourth day of March in the eighteenth year of

267

The Sovereignty and Independence of the United States of America, and in the year of our Lord, one thousand seven hundred & Ninety four, Between William Smith of the Parish of Prince Williams in the District of Beaufort in the State aforesaid Esquire of the first part, Mary M. Branford of the Parish, District and State aforesaid of the second part and William Taylor and Frederick Fraser of the same Place Esquires of the third part, Whereas a Marriage is intended by Gods permission shortly to be had and solemnized between the said William Smith and Mary M. Branford. And Whereas the said Mary M. Branford is and stands possessed of and intitled into a considerable Estate both real and Personal in the undivided property of her late Husband Barnaby Branford who died Intestate. Now this Indenture witnesseth that in consideration of the said intended Marriage and of the love and affection which the said William Smith hath and beareth unto and towards the said Mary M. Branford his intended Wife, and also in consideration of the sum of Ten Shillings Sterling Money a piece to the said William Smith well and truly paid by the said William Taylor and Frederick Fraser at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said William Smith by and with the privy consent of said Mary M. Branford, testified by her being a party to and signing & sealing these presents, he the said William Smith hath granted bargained and sold, and by these presents doth grant bargain and sell unto the said William Taylor and Frederick Fraser their Executrix Administrators, All his Estate right title Interest claim and demand whatsoever of in and to the said undivided part or share of the aforesaid property. To have & to hold the said undivided part or share of the aforesaid property together with all and singular the rents wages increase profits, Emoluments & advantages thereunto belonging or in any wise appertaining unto

the said William Taylor & Frederick Fraser their Executors
Administrators and assigns from thenceforth and for ever
upon such Trusts notwithstanding and for such uses, intents
purposes as are herein after expressed and declared of and con-
cerning the same that is to say upon trust that the said
William Taylor and Frederick Fraser do and shall per-
mit and suffer the said Mary M. Branford and her assigns
to receive and take the rents wages personal services in-
crease profits emoluments or advantages arising from the
said part or share of the said undivided property aforesaid
for her sole separate use and benefit for and during
the term of her natural life. To the intent that
the same may not be at the disposal of or subject
or liable to the continual debts or engagements of the
said William Smith her intended husband, and howev-
er except under hand shall from time to time notwithstanding
standing her Coveture be a sufficient discharge
to the said William Taylor and Frederick Fraser for
so much Money as shall be expressed in such receipt
and in case the said Mary M. Branford should die
in the life time of the said William Smith then
upon trust to permit and suffer the said William
Smith to receive and take the rents, Wages, per-
sonal services, increase profits, emoluments and advan-
tages arising from the said part or share of the un-
divided property aforesaid for his own use and bene-
fit during the term of his natural life, and from
and after the decease of the survivor of them the
said William Smith or Mary M. Branford In
Trust that the said William Taylor and Frederick
Fraser their Executors or Administrators shall
assign the said part or share of the Undivided
Property aforesaid together with the increase thereof
and all and singular other the premises with their
Appurtenances unto and among all and every the Child
and Children as Well Daughters as Sons of the said Wil-
liam Smith and Mary M. Branford his intended wife

Wife equally between them share and share alike as Tenants in common and not as joint Tenants, And in case default of all such I give them to the sole and only proper use and behoof of the Survivor of them the said William Smith and Mary M Branford and to and for no other use intent and purpose whatsoever. And it is hereby covenanted promised and agreed between the said William Smith, William Taylor and Frederick Fraser, that in case the said William Smith shall think fit or necessary to sell aliorse of or exchange the aforesaid part or share of the undivided property aforesd. or any part thereof, it shall and may be lawful for the said William Taylor and Frederick Fraser under the direction of the said William Smith so to do, and to apply the Money arising from such sale in the purchase of any other property (and the property so exchanged upon the aforesaid Trustees. In witness whereof the parties aforesaid to these present Indentures their hands and seals have set dated the day and year first above written William Smith has
 Signed sealed and delivered in & Mary M Branford has
 the presence of us John X Ivory & Wm Taylor has
 G Taylor Jun. Sarah T Smith & Fredr Fraser has

State of South Carolina Beaufort District April
 8th 1794 - In consequence of a division of the personal property of Est. Barnaby Branford Esq^r deceased made the year
 and date above uniter by Messrs J. Maynes, Fred^r Mason
 & Wm Taylor Esq^{ns} the undenominated Schedule known by
 Lot No 3 in said division, recorded by Ordnary of Beau-
 fort District was drawn by Mr Mary M. Smith, executrix
 and administratrix of said B. Branford deceased, this said lot
 No 3 with sundry other property as herein specified is included
 meant and signified in the annexed Marriage Settlement
 Lot No 3 viz. 1 Stepney, 2 49 Maria, 3 June, 4 Pleasant, 5 Charles
 6 Betty, 7 Jemmy, 8 Dembo, 9 Ola, 10 Mary, 11 Esther, 11 Dublin,
 12 Doll, 13 Suky, 14 Sally (exchanged for Titus), 15 Dinah, 15 with
 sundries Household furniture Plate &c these Negroes with
 their future issue. The stock of Oxen & other Black cattle
 This division certified by J. Lightwood Esq^r — W. Smith

South Carolina & Personally appeared George Taylor
Charleston District Junior who being duly sworn made
oath that he was present and saw William Smith Mary
M Brantford, William Taylor & Frederick Fraser severally
sign Seal and as their Act to aid deliver the within In
strument of writing to and for the uses & purposes then
in set forth, and that he the Deponent with Sarah S.
Smith signed their names and John Guy made his
mark as Witnesses to the due Execution thereof
Sworn to the 16th day of June 1794 before Stephen
Ravenel. J.P. Recorded 16th June 1794 -

The State of South Carolina

This Indenture made the
third day of July in the year of our Lord one thousand
seven hundred and Ninety four and in the eighteenth
year of the Independence of the United States of Ameri
ca. Between Samuel Rodgers of the City of
Charleston in the State of South Carolina and
Susanna Baker of the same place Spinster of the
one part, and Thomas Anthony Somersall of the same
Place Esquire of the other part. Whereas a Marri
age is intended to be shortly had and solemnized be
tween the said Samuel Rodgers, and Susanna Ba
ker, and the said Susanna is now and the said Samuel
upon the solemnization of the said Marriage will in
her right be intitled unto two Bonds or obligations one
given and dated on the third day of May in the year
of our Lord one thousand seven hundred and Ninety three
by Samuel Segar of Charleston aforesaid Esquire
conditioned for the payment of Ninety two Pounds
Sterling on or before the third day of May in the
year of our Lord one thousand Seven hundred and
Ninety four to her the said Susanna her Execu
tors Adversaries or assigns with lawful Interest there
on from the date thereof, and the other given &
dated on the first day of January in the year

ge Taylor
workmed
the Mary
severally
then Mr
oses then
Sarah S.
ade his
thereof
Stephen

271

of our Lord one thousand Seven hundred and Ninety three
by Edward Edwards and Samuel Baker both of Charleston
aforesaid, conditioned for the payment of Fifty pounds ster-
ling with lawful Interest thereon from the date thereof
on or before the first day of February in the year of our
Lord one thousand Seven hundred and Ninety four to her
the said Susanna her Executors administrators and
assigns. AND whereas by the last Will and Testament
of Thomas Segar late of Charleston aforesaid deceased
(the Grandfather of the said Susanna), the House
Lot and Premises in and upon which Mrs Amey Baker
the Mother of the said Susanna now resides, are upon
the Death of the said Amey Baker to be sold and the
amount of the sale thereof to be equally divided be-
tween the children of the said Amey, whereby the said
Susanna will be entitled to a proportion of the said
Amount of Sale. AND WHEREAS the said Samuel
Rodgers is now in his own right possessed of and intitled
unto a Negro Man Slave named and called Fortune &
it is the wish of the said Samuel to settle upon the
said Susanna in the manner herein after mentioned
as well the said two Bonds, and her proportion of the
Amount of the sale of the said House and Lot as
the said Negro Man Fortune. Now therefore
in order to carry into effect the wish of the said Sam-
uel and also in consideration of Ten shillings Sterling
Money by the said Thomas Anthony Somersall to
the said Samuel Rodgers and Susanna Baker in
hand paid the receipt whereof they do hereby
acknowledge, they the said Samuel and Susanna
have granted bargained, sold aliened, assigned transferred
and set over, and by these presents do grant bargain
sell alien assign transfer and set over unto the said
Thomas Anthony Somersall the two Bonds or obli-
gations above mentioned and all Monies due and to gen-
der thereon and all the right title, Interest which they or
either of them now have or hath or hereafter may have
in & to the same, and also all the proportion and

and share of the amount of the Sale of the said House
 and lot above mentioned to which the said Susanna is
 or may at any time hereafter be entitled and all her right
 Title and Interest of in or to the same, and every part thereof
 and also the said Negro Man Slave Fortune. To have
 and to hold all and singular the said premises un-
 to the said Thomas Anthony Somersall his Executors
 and Administrators upon the special trusts to con-
 fidece following that is to say In Trust that he the
 said Thomas Anthony Somersall his Executors and Ad-
 ministrators shall and will as soon as he or they shall
 have received the principal sums secured to be paid
 by the said two Bonds or any part thereof or the propor-
 tion of the amount of the Sale of the said House
 and lot to which the said Susanna may be enti-
 tled or any part thereof ~~paid~~^{put} out and from time to
 time replace and always loan and keep the same out
 upon Interest upon a Bond or Bonds with good
 and sufficient security the Interest whereof shall
 be paid annually or oftener. AND upon this fur-
 ther trust that is to say that he the said Thomas
 Anthony Somersall his Executors and Administrators
 shall and will from time to time and at all times
 hereafter during the joint lives of the said Samu-
 el and Susanna permit and suffer the said Su-
 sanna notwithstanding her said intended Coverture
 to have take receive use and enjoy the Interest
 arising from the said two principal sums of Money
 in the conditions of the said two Bonds mentioned
 and from the said proportion of the amount for which
 the said House and lot may be sold; and also the un-
 work labour and Service of the said Negro Man
 Fortune free clear and independent of the coactive
 Intermeddling or Interference of her said intended
 Husband; and from and immediately after the Death
 of either of them the said Samuel & Susanna if

273 there should be no Issue of the said intended Marriage then living or if there should then be any such Issue and the same should afterwards die under the age of twenty one years and without leaving issue lawfully begotten who may survive the said Samuel and Susanna then and in either of those cases in trust to have and to hold all and singular the said premises to the use and behoof of the Survivor of them the said Samuel and Susanna and his or her executors administrators and assigns free clear and absolutely discharged of and from any and every further or other trust condition or limitation whatsoever, but if on the death of either of them the said Samuel and Susanna there should be living any issue of the said intended Marriage then in trust to permit and suffer the Survivor of them the said Samuel and Susanna to have take receive use and enjoy the Interest arising from the said two principal sums of Money in the conditions of the said two Bonds mentioned, and from her said proportion of the amount for which the said House and Lot may be sold and also the use Work, Labour and Service of the said Negro Man Fortune for and during the term of his or her Natural life and from and immediately after the death of the Survivor of them the said Samuel and Susanna in Trust to have and hold all and singular the said premises to and for the use and behoof of such child or children of the said intended Marriage as may be living at the death of such Survivor to be equally divided between them if more than one share and share alike, Provided that if any child or children of the said intended Marriage shall have departed this life before such Survivor leaving issue lawfully begotten and living at the death of such Survivor such issue shall represent and be intitled to the share of his her or their parent to be equally divided between them if more than one share.

share alike. And also provided and it is hereby declared
 to be the true intent and meaning of these presents and
 of the Parties hereto that the said Thomas Anthony
 Somersall his Executors & Administrators shall have full
 power and shall be obliged at the request or with the
 Consent of the said Susanna for that purpose first
 had in Writing to call in the said three several sums
 of Money or any part thereof and at the request or with
 the Consent of the said Samuel for that purpose first
 had in writing to sell and dispose of the said Negro
 Man Fortune at public or private sale and for cash or
 Credit and to vest the said three sums of Money or any
 part thereof in any property real or personal to be approved
 of as aforesaid by the said Susanna, and to vest the
 proceeds of the sale of the Fellow Fortune or any part
 thereof in any property real or personal to be approved
 of as aforesaid by the said Samuel On Condition that the
 property whether real or personal in which such mon-
 ey may be so vested shall be settled and conveyed in
 the same manner and under the same conditions limi-
 tations trusts, restrictions, provisos and powers as are
 contained in this Deed, and the said Samuel & Susan-
 na do by these presents nominate, constitute & ap-
 point the said Thomas Anthony Somersall to be
 their lawful Attorney, in their names or in the
 Name of either of them to ask demand sue for recover
 and receive of and from the said Samuel Segar &
 Edward Edwards & Samuel Baker and their Heirs
 Executors and Administrators respectively the sever-
 al sums of Money due and to grow due upon the
 said two Bonds and upon receipt thereof or of any
 part thereof acquittances or other sufficient disba-
 ges to make execute and deliver, and for the same if
 necessary to compound and an attorney or Attorneys for
 the purposes aforesaid from time to time to appoint
 and again at his pleasure to revoke hereby ratify-
 ing and confirming all and whatsoever he the said
 Thomas

Thomas Anthony Somersall shall do or cause to be done in
and about the premises AND the said Samuel Rodgers and
Susanna Baker for themselves their Heirs Executors and Administrators
as by these presents covenant and agree to and with the ~
said Thomas Anthony Somersall and his Executors and
Administrators that they the said Samuel and Susanna
and their Executors and Administrators shall and will at
any time hereafter and at their proper costs and charges
at the request of the said Thomas Anthony Somersall
his Executors or Administrators make and acknowledge
execute and deliver any such further or other Deed act
Matter thing, conveyance or assurance for the better and
more effectually and completely carrying into effect the
true intent and meaning of these presents as by the said
Thomas Anthony Somersall his Executors or Administrators
or his or their counsel learned in the Law shall
be reasonably devised advised or required. In witness whereof
of the said parties to these presents have hereunto inter-
changeably set their hands and Seals on the day and in
the year first before written.

Samuel Rodgers,
Sealed and delivered in the 8th Susanna Baker
presence of. The name "Legari" in several Places between
the names "Susanna" and "Baker," being first erased with
red Ink and the name "Susanna" in the fourth line
from the bottom of the second Page being first written
upon an Erasure. Sam'l Legari, Edward W. North,
Charleston. Personally appeared Edward Washington
North who being duly sworn made oath that he was pre-
sent and saw Samuel Rodgers & Susanna Baker several
times sign seal and as their act and did deliver the within
Instrument of writing to and for the uses & purposes
therein set forth, and that he the Deponent with Sam'l
Legari signed their names as witnesses to the same
Execution thereof Swore to the 9th day of July 1794
before Stephen Raweal, S.P. Recorded 9th July 1794

Whereas a Marriage is with Gods Permission intended to be shortly had and solemnized between William Mason of the City of Charleston in the State aforesaid, and Sarah Timothy of the same place Spinster, and it is the wish of the said Parties, to settle in the Manner herein after mentioned, all the Slaves which the said Sarah now owns or has a Right to expect under the Will of her late Mother and also the Legacy of one thousand pounds left her in the said Will, but on Account of the near Approach of the Day of the said intended Marriage, a Marriage Settlement cannot be drawn out and executed in due Form of Law. Now therefore the said William and Sarah for themselves their Heirs Executors Administrators and Assigns do by these presents covenant promise and agree to and with the Reverend Robert Smith and Charles Living Edge both of Charleston aforesaid, and the Survivor of them and his Executors and Administrators, that they the said William and Sarah shall and will, as soon as may be after the solemnization of the said intended Marriage, make sign seal and in due Form of Law execute and deliver to the said Robert and Charles a Marriage Settlement of the Slaves and Legacy aforesaid, upon the following Trusts and Conditions, that is to say In Trust that the said Robert and Charles and the Survivor of them and his Executors and Administrators, shall and will during the joint lives of the said William and Sarah, permit the said Sarah to have hold and enjoy the use work Labour and service of the said Slaves and the future Issue of the Females of them, free from the Control and Intermeddling of the said William and without being liable for his Debts or Incumbrances, And after the Determination of that Estate, if the said Sarah should survive the said William, then in Trust for the said Sarah to be absolutely vested in her in the same Manner as if no settlement had ever been made, but if the said William should survive the said Sarah, then in Trust for such person or persons and for such Estate or Estates as the said Sarah notwithstanding her Coverture, shall by her last Will and Testament or any writing purporting so to be duly executed in writing, will give limit direct or appoint the same, and for want of such Will or testamentary appointment, In Trust for the said William during his natural life and immediately after his Decease, In Trust for such Child or Children as the said Sarah may leave and may be living at the Death of the said William, to be equally divided between them ymore than one share and share alike as Tenants in Common Provided that if any Child or Children of the said Sarah should depart this life after her Death and before the Death of the said William leaving issue lawfully begotten and living at his her

their Death, then the Child or children of him, her or
or them so departing this life, shall stand in the place of and represent his her
or their respective parent or parents, and shall be intitled to the share in the
premises of his her or their respective parent or parents, to be equally divided be-
tween them, if more than one share and share alike as Tenants in Common -
and the said William and Sarah for themselves their Heirs Executors and
Administrators do further covenant and agree with the said Robert and Charles
and the Survivor of them and his Executors and Administrators that they
shall have power to receive and take all lawful means and measures
to recover the legacy aforesaid, which when received shall either be
lent out upon Interest, taking good and sufficient security for the
same, or shall be vested in any such property as the said Sarah may
think fit, to be settled under the same Trust Conditions and Limi-
tations as the premises before mentioned, and if the said legacy of one
thousand pounds, when received as aforesaid, shall be loaned upon
Interest as aforesaid, then the Interest arising therefrom shall be ap-
plied in the same Manner and be subject to similar Trusts Limi-
tations and powers as the use Work Labour and Service of the Slaves
aforesaid and the principal shall be applied in the same Manner
and be subject to similar Trusts Limitations and powers, in every
respect as the Slaves aforesaid are subject to, and that the said Mar-
riage Settlement shall contain a full power and absolute au-
thority for the said Sarah to give grant bargain sell alien remise
release or convey notwithstanding her said intended Coverture or anything
herein contained by any Deed or Deeds by her to be duly made and executed
with the Consent and Approbation of the said Robert and Charles or the
Survivor of them or his Heirs Executors and Administrators, all or
any part of the premises aforesaid to any such person or persons and
for any such Estate and Estates as she the said Sarah may think fit,
In witness whereof the said William and Sarah have hereunto sub-
scribed their names and affixed their seals this twenty third Day
of March in the year four thousand one thousand seven hundred and
ninety three - William Mason (sd) Sarah Timothy (sd)
Sealed and Delivered in the presence of Samuel Gardner, P. T.
Merchant, Charleston, S. C. Be it remembered that on the 18th day of
July 1794, before me Stephen Ravenel one of the Justices assigned to keep
the Peace in the District of Charleston in the State of South Carolina, -
Personally appeared William Mason of the City of Charleston, Printer
and Sarah Timothy now Sarah Mason who acknowledged the
signature of William Mason and Sarah Timothy to the foregoing
Instrument of writing to be their proper hands writing and
delivered the same as their Act and Deed to and for the uses and
purposes herein set forth, Stephen Ravenel S. P. Charleston, S. C.
Personally appeared Abraham Bouch of the City of Charleston Student

276

at law who being duly sworn made oath that he is well acquainted with Peter Timothy Marchant, and with the manner and form of his hand writing, having frequently seen him write, and that he verily believes the name "P.T. Marchant" signed as one of the witnesses to the written Instrument of writing to be the proper hand writing or signature of the said Peter Timothy Marchant, sworn to the 19th day of July 1794 before Stephen Ravenel Jr.

The foregoing Marriage Contract was lodged in this Office on the 3rd day of June 1794, both the Writings to the Execution thereof being without the demur of the Clerk it could not then be proved - Peter French Jr.
July 19th 1794.

South Carolina,

KNOW ALL MEN by these presents
 that I William Hoot of Charleston in the State of South Carolina am holden and firmly bound unto Mrs Catharine Simons, Widow of Benjamin Simons Esquire deceased, Elias Ball, John Ball and Edward Thomas Esquires in the full and just sum of Five thousand Pounds Sterling Money to be paid to the said Catharine Simons, Elias Ball, John Ball & Edward Thomas and the Survivors and Survivor of them her & his Executors Administrators or assigns, to which payment will and truly to be made I bind myself my heirs Executors and administrators firmly by these presents, sealed with my Seal and dated this twenty second day of March in the year of our Lord one thousand seven hundred and Ninety - Whereas a Marriage is intended to be shortly had & solemnized between the said William Hoot and Catharine Simons the Daughter of Benjamin Simons late of Christ Church Parish Esquire deceased. And Whereas the said Catharine is interested in and will be entitled to receive a considerable real and Personal Estate under the will of her said Father which Estate the said William Hoot has agreed to settle in manner herein after mentioned that is to say To the use of himself during the joint lives of the said William & Catharine, and after his decease to the use of the said Catharine absolutely and for ever, in case she should

survive him. But if he should survive her, and
there should be issue of the Marriage then living to the
use of the said William during his life, and after his ~
death to the use of the said Issue in equal shares and pro-
portions. But if there should be no Issue of the said
intended Marriage or if the said Issue should die under
age and without issue living of the said William, and
the said William should survive the said Catharine then
and in such cases to the said William absolutely and for
ever. Provided nevertheless that it shall be lawful
for the said William to sell and dispose of the specific
Property on condition that he vests the proceeds there-
of in other Property of equal value or if that should
not be agreeable or convenient to him, then that he shall
secure the value of the said property so disposed of, to the
Trustees abovementioned in such way and manner as
shall give such Debt a preference to all other demands
against his Estate. AND whereas a Settlement cannot
be drawn out in legal form by reason of the said Catha-
rine being under the age of Twenty one years and it bei-
ng likewise improper to divide the Estate of the said
Benjamin her Father at this time. But the said Wil-
liam has agreed to make the said Settlement in due and
legal Form according to the above Stipulation which
is to have its full effect. Provided the said Catharine
shall at all times when required release her right to dow-
er in the Lands which now are or may be of the said
William. Now the Condition of the foregoing obliga-
tion is such that if the said William shall do and shall
in all things stand to and perform the agreements above
mentioned, and execute all such Deeds and Conveyances as
the said Catharine Simons Elias Ball, John Ball and
Edward Thomas or the Survivors or Survivor shall re-
quire for the purpose of carrying the same into effect ac-
cording to the true intent & meaning of these presents, then
this Bond shall be void or else shall remain in full force
and virtue. The words "shortly between the words" intend

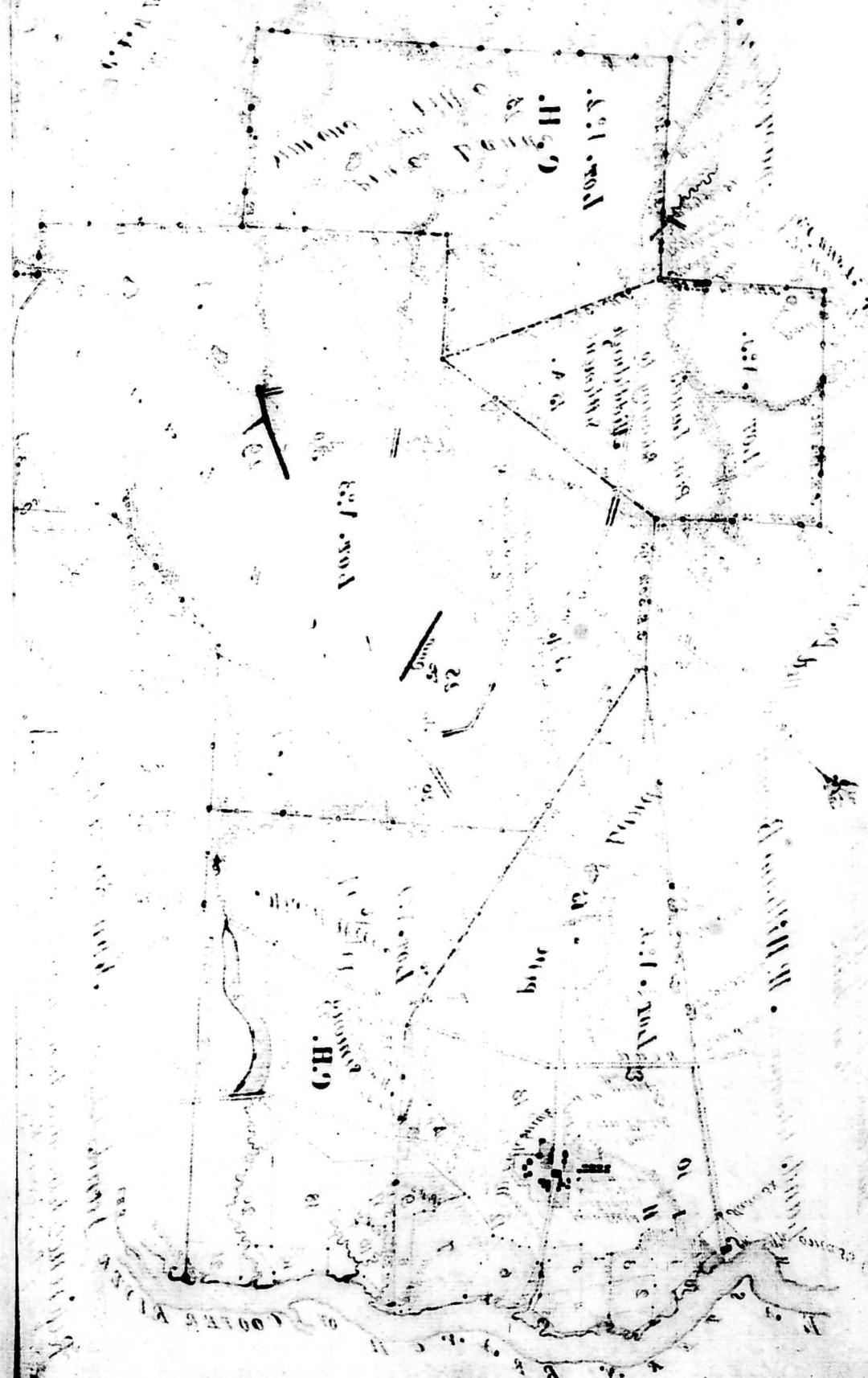
and to, being first struck out, and the word shortly interlined between the words "be" and "had" in the thirteenth line before the signing & delivery of these presents. Wm Hart / Self sealed & delivered in the presence of Ab'm Alexander, Thomas Hasell Jun'r - Personally appeared Thomas Hasell Junior who made oath that he together with Abram Alexander were present and saw the said William Hart sign seal and deliver the foregoing Instrument of writing for the uses & purposes therein mentioned that 22nd March 1790 Wm Hasell Gibbes I.P.L. Recorded the 20th day of Augt 1794 - South Carolina

To the honorable the Judges of the Court of Equity of the State of South Carolina, The Petition of William Hart of the State aforesaid and Catherine his Wife formerly Catharine Simons the Daughter and one of the executors and devisees of Benjamin Simons Esquire deceased respectfully sheweth, That the said Catharine is intitled under the Will of her Father to a certain part of his Real and Personal Estate, as appears by a copy of his said Will, hereunto annexed that no division has been made of the said Estate, but the Executors are desirous that the same should be made under the directions of this honorable Court - Your Petitioners therefore pray your Honors to order a division and allotment to be made of the same agreeable to the Will of the said Testator, and your Petitioners will in duty bound ever pray - W^m Hart for himself and Catharine his Wife - I do agree to a division of the Estate as prayed on condition that the Estate so to be divided be settled agreeable to the terms stipulated between Mr. Hart, and the Trustees of my Daughter as set forth in a Bond from Mr. Hart to me, and to Messrs Elias Ball, John Ball and Edward Thomas, a copy of which Bond is hereunto annexed, and the original of which is ready to be produced to this honorable court - Cath^r. Simmons - In Equity June Term 1794 The Masters certificate presented and read as follows - I do certify that I have carefully examined the foregoing accounts and such the necessary Vouchers or other satisfactory proofs in support of the several charges herein made and find a Balance in the hands of the Executrix of the said Estate of £ 640. 14. 6 being so much reserved by her for the purpose of complying with the Testator's Legacies to Ann, Rebecca and Rachael Jamleton; and for the further purpose of finally discharging any small outstanding demands against the said Estate, - which may have escaped notice, altho' there do not appear any which have come to the knowledge of the said Executrix - Certified this 25th June 1794

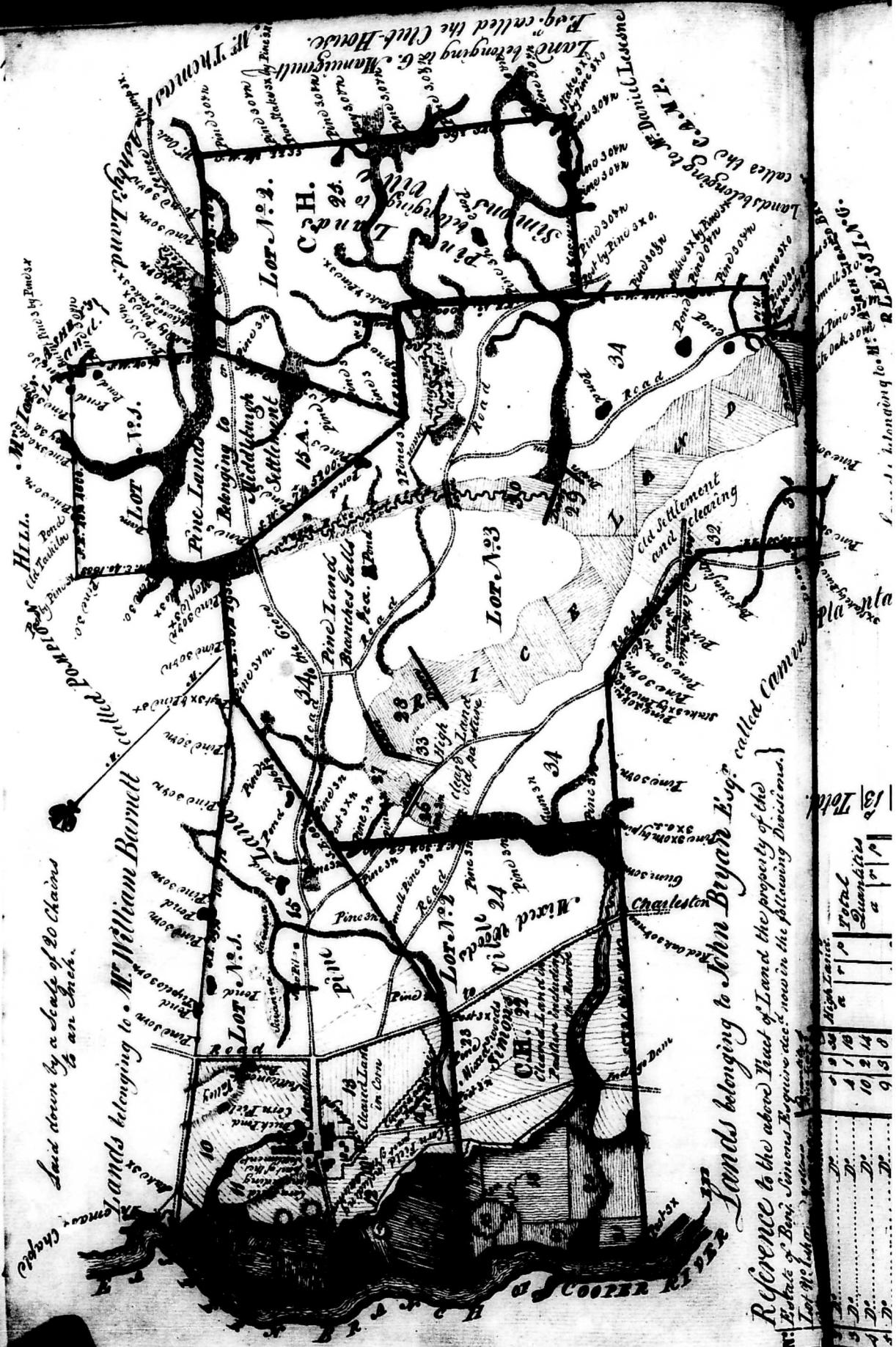
G W^m Hasell Gibbes
Mast^r in Equity

shortly in
the thin
these pre-
resence of
sonably
th that
nt and saw
the fore
purposes
Hassell
T94-

the State
and and
er and
ne decess
tled under
usual
named
executors
tions of
Honors
agreed
will in
rine his
estate
in the term
daughter
Eliza
and is
to be
re-
center
examined
ther su
made
Estate
use of com
d Rachael
nging
state, -
hear any
ibes



2.



Deed Book No. 1
 Page 10
 Date 1800

	Total Acreage	Total Quantities	Total
1. D.	1 1/10	10	13 10
2. D.	10 2 14	2 1 34	13 10
3. D.	9 3 0	3 0	12 3 0
4. D.	10 1 15	2 1 34	13 10
5. D.	1 1 3 0	3 0	4 3 0
6. D.	1 1 3 0	3 0	4 3 0
7. D.	1 1 3 0	3 0	4 3 0
8. D.	1 1 3 0	3 0	4 3 0
9. D.	1 1 3 0	3 0	4 3 0
10. D.	1 1 3 0	3 0	4 3 0
11. Corn Land cleared.	61	1	62
11. Dots including a small piece of Shrub.	36	3	39
12. Barn & Pig St. & cement.	27	1 34	31
13. Dots.	46	1 20	47
14. D.	22	2 32	24
14. D.	200	1 16	201
15. Barn Land and part of Wall.	200	1 39	201
15. A. Dots Barn & Lot #10.	245	.	245
Total of Lot #10.	774	2 11	776
Total #2 shaded Red.	12	1 36	13
16. Rice Land under Barn & Barn	5	21	1 20
17. Dots.	30	3 10	32
18. Dots.	6	25	2 31
19. D.	36	1 5	37
20. D.	5	16	5 21
21. Cleared Corn Land & Pot.	100	3 36	103
22. Mica Woods.	29	3 21	32
23. Dots East of the Road.	159	3 21	162
24. Barn Land S.E. of Lot #10.	365	.	365
Total of Lot #2.	760	1 17	761
Total of Lot #10.	200	2 37	202
26. Lot #10 shaded Blue	6	3 26	7
27. Friend's in Land	8	3 17	11
28. D.	17	1 27	18
29. D.	161	1 24	162
30. D.	44	2 0	46
31. D.	10	2 16	12
32. Shrub & Corn Land.	41	3 24	43
Dots.	6	9 31	7
33. Pine Land & Branches called W.	765	1 10	766
Total of Lot #10.	200	2 37	202

Lands belonging to Mr. John Bull,
called the plantation

The above Plan exhibits the form and Marks of a Plantation or Tract of Land called Middleburgh situated in the Parish of St. Thomas and St. Dennis, on the North East side of the Eastern Branch of Cooper River, and is the Property of the Estate of Benjamin Simons Esq; deceased containing 2599 Acres 2 Rods and 13 Pences The division contained within the Lines coloured Red, and Marked with the Letters C.H are assigned and Allotted to Mr. Catherine Hart by Elias Ball, John Bull and Edward Thomas Esq: Commissioners appointed by the Court of Equity for the Division of the said Estate. Which said Plantation or Tract of Land is Bounding to the North West on said River, to the North East and North W. on Lands belonging to Mr. William Barnett called Pimpion Hill, to the East on Mrs. John and Thomas Ashby, to the South East on Lands of Gabriel Manningall Esq: called the Club-house; to the South on Lands of Daniel Stevens called the Camp; to the South East on Lands of Mr. Archibald Brown called the Blessing and to the West and south West on Lands of Mr. John Bryan called Cranmore.

From a Survey made in Time 1794 by

*Goddard & Shungles
Surveyors*

Deed Book No. 1
 Page 11
 Date 1774

	Total Acreage	Total Quantities	Total
1. D.	1 9 18	1 0	1 9 18
2. D.	10 2 14	1 0	10 2 14
3. D.	9 3 0	1 0	9 3 0
4. D.	10 1 15	2 1 35	10 2 15
5. D.	1 1 3 0	3 1 25	1 2 3 0
6. D.	1 1 3 0	3 1 25	1 2 3 0
7. D.	1 1 3 0	3 1 25	1 2 3 0
8. D.	1 1 3 0	3 1 25	1 2 3 0
9. D.	1 1 3 0	3 1 25	1 2 3 0
10. D.	1 1 3 0	3 1 25	1 2 3 0
11. Corn Land cleared.	61 0	1 0	61 0
11. Dots including a small piece of Shrub.	36 3	1 0	36 3
12. Barn & Pig sty.	27 1 34	1 0	27 1 34
13. Ditto.	46 1 20	1 0	46 1 20
14. D.	22 2 32	200 1 16	22 2 32
14. D.	23 2 39	1 09	23 2 39
14. D.	24 3 .	1 09	24 3 .
15. Road and Post Office land.	74 2 11	1 09	74 2 11
15. A. Ditto End of Lot #10.	74 2 11	1 09	74 2 11
Total of Lot #10.	74 2 11	1 09	74 2 11
Total #2 shaded Red.	12 1 36	1 20	12 1 36
16. Rice Land under Barn & Barn	5 1 21	1 33	5 1 21
17. Ditto.	30 3 10	2 1 35	30 3 10
18. Ditto.	6 1 25	1 10	6 1 25
19. D.	36 1 35	1 10	36 1 35
20. D.	5 1 16	1 10	5 1 16
21. D.	10 3 36	1 23 2 37	10 3 36
22. Cleared Corn Land & Pot House	23 3	1 21	23 3
23. Maize Woods.	15 9 3 21	1 21	15 9 3 21
24. Dots East of the Road.	36 3 .	1 21	36 3 .
25. Pine Land S.E. End of Lot #10.	36 3 .	1 21	36 3 .
Total of Lot #2.	76 0 1 17	1 17	76 0 1 17
Total of Lot #1.	6 1 26	1 21	6 1 26
26. Friend's Pine Land	8 3 17	1 21	8 3 17
27. D.	17 1 21	1 21	17 1 21
28. D.	16 1 21	1 21	16 1 21
29. D.	4 2 0	1 21	4 2 0
30. D.	10 2 16	1 21	10 2 16
31. D.	4 1 24	1 21	4 1 24
Dots	6 1 26	1 21	6 1 26
Pine Land and Branches called lot.	76 0 1 17	1 21	76 0 1 17
Total of Lot #1.	76 0 1 17	1 21	76 0 1 17

Lands belonging to Mr. John Bull,
called the plantation

The above Plan exhibits the form and Marks of a Plantation or Tract of Land called Middleburgh situated in the Parish of St. Thomas and St. Dennis, on the North East side of the Eastern Branch of Cooper River, and is the Property of the Estate of Benjamin Simons Esq; deceased containing 2599 Acres 2 Rods and 13 Pences The division contained within the Lines coloured Red, and Marked with the Letters C.H are assigned and Allotted to Mr. Catherine Hart by Elias Ball, John Bull and Edward Thomas Esq: Commissioners appointed by the Court of Equity for the Division of the said Estate. Which said Plantation or Tract of Land is Bounding to the North West on said River, to the North East and North W^E. on Lands belonging to Mr. William Barnett called Pampion Hill, to the East on Mrs^E John and Thomas Ashby, to the South East on Lands of Gabriel Manningall Esq: called the Club-house; to the South on Lands of Daniel Stevens called the Camp; to the South East on Lands of Mr. Archibald Brown called the Blessing and to the West and south West on Lands of Mr. John Bryan called Cranmore.

From a Survey made in Time 1774 by

*Goddard & Shungles
Surveyors*

100 00 00
100 00 00
100 00 00
100 00 00

1794

Charleston - Upon reading the above Certificate of the Master and on motion of the Solicitor, ordered that the return made by the Commissioners on, John Ball, Elias Ball, and Edward Thomas Esqrs be also read and on further motion of Mr. Edward Riddlege in behalf of Petitioners, it is ordered that the division and Partition made of the Estate of Benjamin Simons by the Commissioners, be confirmed, and that the said William Hart, and Catharine his Wife, do convey the said Estate which has been so partitioned to them, to the said John Ball, Elias Ball, and Edward Thomas, to hold the same to such uses, and upon such Trusts as the said William Hart agreed to settle the same, by his Bond bearing date the 22^d of March 1790. I do hereby certify that the seven preceding Pages together with a Plat of Survey of Land of the late Benjamin Simons, filed with the above Petition, contain a true Transcript of original Proceedings of record in the Registry of the honorable Court of Equity - In Testimony whereof I have hereunto affixed my Seal of Office and signed the same with my Hand at Charles Town, in the State aforesaid, this 20^d of August 1794 - John Taufville Junr. Regt. in Equity Seal

In Equity Ex Parte - William Hart and Catharine his Wife - March Term 1794 - Upon reading the Petition and on motion of Mr. Edward Riddlege Solicitor for the Petitioner, It is ordered that it be referred to the Master to enquire and state to the Court the amounts of the Debts due by the Estate of Benjamin Simons Esquire deceased, and that Elias Ball, John Ball and Edward Thomas Esquires be and they are hereby appointed Commissioners for dividing the Estate of the said Benjamin Simons deceased so far as the said Catharine Hart may be therein interested, and that they do make such division and return an account thereof to this Court on the first day of next Term - (Signed) John - Newville Junior Register in Equity

In Equity Ex Parte - William Hart and Catharine his Wife, In pursuance of the Interlocutory order of the Court of Equity made on the above application on the part of William Hart and Catharine his Wife respecting a division of the Estate of Benjamin Simons Father of the said Catharine, & our appointment by the said Court as Commissioners for making such division, We do certify to the honorable Court that on the second day of June 1794 we proceeded to take an account of the value of all the personal Estate, and also a Plantation called Middleburgh in the Parish of St. Thomas and St. Dennis, and have allotted William Hart and Catharine his Wife as her proportion of that part of the Land represented and Certified in the Plat annexed hereto marked with the Letters C H and likewise the following Negroes to wit, Marcus, Abigail, Ellick, Syphaa, Serrico, Caesar, Betty, Harriet, Ratcliffe, Joanny, Rose, Henry Bristol, Dennis, Ballipe, Isabel, Betty, Jacob, Johns, Pamela, yellow Jacob, Joan Lucy

Lucy, Sally, Little Jacob, Daphney, Molly, Lingo, Adam, and Damon, Number
following Stock Four Horses, ten head of Ceen, four ditto Steers, twenty ditto
Hock Cattle, twelve ditto Sheep, nineteen ditto Hogs, and fourteen ditto
Goats, which said division was made by Lot, and we further certify
that there are other parts of the real Estate of the said Benjamin Simons
which from various causes cannot at this time be divided to wit, the
Plantation called the Grove situate in Christ Church parish now occu-
pied by Mr. Catherine Simons, Widow of the deceased Benjamin Simons,
to whom the use of the same was divided during her Widowedth, and
also (as we are informed) divers other Tracts whose Locations and bound-
aries cannot at present be sufficiently ascertained. In witness
whereof we have signed Duplicates hereof this second day of June in
the year 1794. E. Ball, Jno. Ball, Edw. Thomas, Recorded 29 Aug 1794

State of South Carolina,

This Indenture made the
Twenty seventh day of May in the year of our Lord one
thousand seven hundred and Ninety four. Between Maria
Willard Stevens of the City of Charleston in the State
aforesaid of the first part, Thomas Anthony Somersall
of the same place Merchant of the second part and Dan-
iel Stevens of the City of Charleston of the third part
Whereas a Marriage by Gods permission is shortly
intended to be had and solemnized between the said
Maria Willard Stevens and the said Thomas Antho-
ny Somersall, and whereas the said Maria Willard
Stevens at the time of executing these presents is pos-
sessed of a certain personal property consisting of Negro
Slaves as herein after is mentioned more particu-
larly. And whereas upon the treaty and previous to
the intended Marriage aforesaid it hath been and
is agreed between the said Maria Willard Stevens
and Thomas Anthony Somersall that the said Estate
of the said Maria Willard Stevens shall be by him
granted assigned and vested in him the said Daniel
Stevens and his heirs to and for the several uses
trusts intents and purposes herein after mentioned ~
expressed and declared of and concerning the same

Now the
-ance of the
consideration
aforesaid to
the said Da
nowledged
with the
said Thom a
testified as
said Danie
one family
that is to s
ter a Woma
to have and
Negro Slave
female Slave
his Execut
Trust to Dr
Willard &
is further
between th
meaning her
aforesaid &
and increas
adjudged &
trusts inter
preted and
meaning of
intent and
thesaidpa
set their
Sealed and
since of the
Maverick
Charleston
affirmed &

mon, Natick
s, twenty days
fourteen days
other Certify
in Simons-
d to wit, the
ish now occu-
rin Simons-
owhere, and
is and bound.
In witness
of June in
dated 29th A.D. 1799

283

Now this Indenture witnesseth that in pursu-
ance of the said recited agreement and also in the further
consideration of Ten Millings Sterling Money of the State
afforward to the said Maria Willard Stevens in hand by
the said Daniel Stevens the receipt whereof is herebyack-
nowledged she the said Maria Willard Stevens by and
with the like privity consent and approbation of the
said Thomas Anthony Somersall her intended husband
testified as aforesaid doth bargain sell and deliver unto the
said Daniel Stevens all those six Negroes consisting of
one family known and distinguished by the following names
that is to say Mercury a Man, Jenah a Woman, Min-
tee a Woman, Nanny and Puff (Girls) and Jack a boy
To have and to hold all and singular the aforesaid several
Negro Slaves together with the issue and increase of the
female Slave as aforesaid unto the said Daniel Stevens
his Executors administrators and assigns for ever In
Trust to & for the use and behoof of the said Maria
Willard Stevens her heirs and assigns for ever and it
is further covenant'd granted and agreed upon by and
between the said parties to these presents and the true
meaning hereof also is and it is hereby so declared that the
aforesaid Negro Slaves together with the future issue
and increase of the said female Slave shall be and is
adjudged esteemed and taken to be to and for the uses
trusts intents and purposes before mentioned, limited ex-
clusively and declared according to the true intent and
meaning of these presents, and to and for none other use
intent and purpose whatsoever In witness whereof
the said parties to these presents have interchangably
set their hands and seals the day and year first above written
sealed and delivered in the presence of Maria Stevens her
sonce of Will Turpin, same { Tho. Somersall her
Mavrick ~ ~ ~ Danl Stevens her
Charleston's Personally appeared William Turpin who
affirmed that he was present and saw Maria Stevens
Thomas

Thomas Somersall & Daniel Stevens severally sign'd
and as their act of deed deliver the foregoing Instrument
of writing to and for the uses & purposes therein set forth
that the affiant with Samuel Maverick signs
their names as witnesses thereto - Affirmed to the 19
day of August 1794 before Stephen Ravenel Esq.
Recorded 19. August 1794 -

South Carolina

This Indenture made the
twenty sixth day of March in the year of our Lord
one thousand seven hundred and Ninety three Between
William Stuart of Georgetown in the State aforesaid
Chair Drefor of the one Part and John Hardwick of
the same place Gentleman of the other part ~
Witnesseth that whereas a Marriage is intended to be
shortly had and Solemnized between the said William Stuart
and Mary Fornia of the same place Widow - And whereas
the said Mary Fornia is intitled to her thirds or Dower
of and in the Land which Thomas Burham her form
er Husband was seized in during her Marriage with
him and the personal property of which he died pos
sessed, was lawfully entitled to at the time of
his death and is also possessed of other personal
property in her own right This Indenture also
Witnesseth that thro' prudential motives and also
in consideration of Five Shillings Sterling by the
said John Hardwick unto the said William Stuart
in hand paid the receipt whereof is hereby acknowledged
he the said William Stuart for himself his heirex
ecutors and administrators doth covenant promised
granted and agreed and by these presents doth cove
nant promise grant and agree with the said John
Hardwick (who hath been nominated by the said
Mary her Trustee for the purposes herein after mentioned
and expressed and contained) and with his executors
administrators and assigns that she the said Mary
immediately

imme
shall o
-cise
Sole a
mann
trader
custo
stuar
his sa
And
at any
Man
part o
any t
maga
-quin
but
Titte
sower
Suffer
in the
and to
Stua
also n
hucay
and eq
sole a
-trust
to be
or Pe
on in
that a
and pe
shall
thirds
is in

285.

immediately after the Solemnization of the said Marriage
shall and may notwithstanding her Coverture have use ex-
-ercise and enjoy all the privileges and advantages of a
Sole and Separate Trader or dealer in as full and ample
manner to all intents, ^{constructions} and purposes whatsoever as any separate
trader or dealer may might or can have by the Suddenage &
Custom of the State aforesaid And that he the said William
Stuart will not at any time hereafter trouble or interrupt
his said Wife in her sole and Separate Trading and dealing
And that he the said William Stuart shall not nor will
at any time hereafter hinder prevent or interrupt the said
Mary his intended Wife in suing for and recovering any
part of the Morris Debts Stock and Effects as may at
any time hereafter the Solemnization of the said Mar-
riage be due owing payable or belonging to her and ac-
quired or gotten by such her separate Trading and dealing
but doth hereby relinquish and disclaim all right
Title and Interest therein and thence in any wise what-
soever and doth hereby promise and agree to permit and
Suffer his said Wife to keep possession of such Stock
in trade and effects as she shall and may gain thereby
and to make use of the name of him the said William
Stuart for conformity in such suit or action. And
also that she the said Mary shall and at all times
hereafter may sell dispose of or bequeath such goods
and effects so to be acquired gotten and obtained by such
sole and Separate trading and dealing by any Deed or In-
strument of writing or by her last Will and Testament
to be duly executed by the said Mary to any Person
or Persons whomsoever agreeable to her own inclina-
on in that respect notwithstanding her Coverture and
that he the said William Stuart shall and will suffer
and permit the said Mary to retain whatever she is
shall or may have or be intitled to for her dower and
thirds as aforesaid and also what she now hath or
is intitled to in her own right so that she may be
thereby

Whereby enabled the better to carry on her Sole and Separate Trading and dealing. Provided nevertheless and it is the true intent and meaning of the said Parties and of these presents that he the said William Stuart his heirs Executors or administrators shall not be liable for the payment of any Debt or Debts which she the said Mary shall or may hereafter contract or become liable for in carrying on her said Sole and Separate Trading or dealing and that she the said Mary shall not buy purchase sell barter or exchange any good Wares Merchandises or commodities whatsoever in the names of him the said William Stuart so as to make him his heirs Executors or administrators liable for the payment of the same. And Lastly that he shall not be liable for the payment of any sum or sums of Money whatsoever for the house or other rent Maintenance and Support of the said Mary but that the same shall be paid satisfied depayed and discharged out of the profits and Comoluments arising to arise from her said Separate trading and dealing. In witness whereof the said Parties to these presents have hereunto interchangeably set their hands & seals the day and year first above written, William Stuart Esq^r, himself Ch^r. B. Hamilton, Conrad Thum State of South Carolina George Town District, Personally appeared Conrad Thum who being duly sworn deposeth that he did see William Stuart sign seal and as his act and deed deliver the within Instrument of writing to and for the uses & purposes therein set forth, and that he this deponent together with Charles B. Hamilton subscribed their names as witnesses thereto, Sworn before me this 29th July 1794. Geo. Heriot, Recorded 19th Aug^r 1794.

South Carolina

This Indenture made the Nine
twentieth day of June in the year of our Lord one thousand

Seven hundred and Ninety four, Between Frances Lesseone of All-Saints Parish in the State of South Carolina Spinster of the first part, The Reverend Philip Mathewes of the second part and Benjamin Alston the elder and Benjamin Alston the younger of All-Saints Parish aforesaid Planters and Francis Gotsier Deliepline of Georgetown in the said State Merchant of the third part Witnesseth that whereas a Marriage is agreed upon and intended to be shortly had and solemnized by and between the said Philip Mathewes and Frances Lesseone and in contemplation thereof it hath been mutually agreed upon between them that the property both Real and Personal of which she the said Frances Lesseone is legally possessed and seized in her own right or to which she is in any wise entitled should be conveyed aforesaid transferred and set over unto the said Benjamin Alston the elder, Benjamin Alston the younger and Francis Gotsier Deliepline upon the trusts and for the intents and purposes herein after expressed and declared of and concerning the same. Now this Indenture also witnesseth that in consideration of the said Intended Marriage and in pursuance of the said herein before mentioned agreement, and also in consideration of Ten Shillings Sterling unto the said Frances Lesseone in hand paid by the said Benjamin Alston the elder, Benjamin Alston the younger and Francis Gotsier Deliepline the Receipt whereof is hereby acknowledged she the said Frances Lesseone (with the consent & approbation of the said Philip Mathewes testified by his joining in the execution of these presents) Hath bargained sold as aforesaid transferred and set over, and by these presents doth bargain sell aforesaid transfer aforesaid and set over unto the said Benjamin Alston the elder, Benjamin Alston the younger and Francis Gotsier Deliepline all the Land of whatever description it may be to which she the said Frances Lesseone is entitled as the representative of John Lesseone deceased her late Brother.

together with the following Negro or Slaves to wit
 a Man known by the name of Port his wife known by
 the name of Cecilia and her son known by the name of Jack
 a Woman known by the name of Sylvia and her two
 Children known by the names of John & Maria and such
 other Property both Real & Personal to which she is entitled
 in any wise whatever. To have and to hold the said
 Land and Negro & other slaves above particularly named and
 designated, and other property both real and Personal
 to which she now is or hereafter shall or may be enti-
 tled in any wise whatever together with the future
 Issue and increase of the said female Slaves unto
 the said Benjamin Allston the said Benjamin All-
 ston the younger and Frances Gotier Deliceline and
 the survivor of them and their heirs Executors & admi-
 nistrators of such Survivor upon and for the several
 and respective Trusts uses intents and purposes and
 with and under the several and respective limitations
 and appointments following that is to say In trust for
 the said Frances &esone her heirs Executors & adminis-
 trators until the said intended Marriage shall
 be solemnized and take effect and from and imme-
 diately after the solemnization thereof, In trust and
 confidence that they the said Benjamin Allston
 the elder, Benjamin Allston the younger and Fran-
 ces Gotier Deliceline and the survivor of
 them and his heirs Executors and administrators do
 and shall during the joint lives of the said Philip
 Mathews and Frances his Wife will and truly per-
 mit and suffer the said Philip Mathews to have
 the use occupation possession & enjoyment of
 the said Land & Slaves above particularly named and
 designated and of the future issue and increase of
 the said female Slaves together with such other pro-
 perty both real and personal to which the said Fran-
 ces his Wife now is or hereafter shall or may-

be entitled in anywise whatever without any restraint
 controul interruption or denial of or by them the said Ben-
 jamin Alston the elder, Benjamin Alston the younger
 and Francis Gotee Delepelie and the Survivor of them
 or of or by the heirs Executors or administrators of such Sur-
 vivor, But upon express condition nevertheless that no
 part thereof shall be liable to be levied on Served or taken
 for any Debt Controul Damage Judgment or Execution ~
 whatever that shall or may be due by brought obtained or
 issued against the said Philip Matthews at any time
 whatever during the operation of the Trust and confi-
 dence reposed in the said Benjamin Alston the
 elder, Benjamin Alston the younger and Francis
 Gotee Delepelie and the Survivor of them and the
 Heirs Executors and administrators of such Survivor by
 virtue of these presents the same being intended for the
 better support and maintenance of the said Francis his
 Wife and for the better support Maintenance & Educa-
 tion of such Child or Children that shall or may be
 born of the said Marriage, and if it shall so happen
 that the said Philip Matthews shall die in the life
 time of the said Frances his Wife then the Trust-
 herein mentioned and contained is to and shall cease deter-
 mine and become null & void, and the Land Slaves &
 other property above mentioned be acquitted & discharged
 from every limitation & appointment whatever contain-
 ed herein and revert in the said Frances his Wife for
 the only proper use, benefit and behoof of the said Fran-
 ces his Wife her heirs Executors administrators and
 assigns from thenceforth forever. And if it shall so hap-
 pen that the said Frances shall die in the lifetime
 of her said husband and there shall be no Child, Children
 or Grand Children of the said Marriage living then
 on such event and contingency the Trust herein mentioned
 and contained shall in like manner cease determine &
 become null & void and the Land Slaves and other ~

Properly above mentioned be in like manner acquitted &
 discharged from every limitation & appointment whatever con-
 tained herein. And shall be converted in the said Philip Mat-
 thews for the only proper use benefit & behoof of him the said Philip
 Matthews his heirs Executors and Administrators and assigns from
 thenceforth for ever. But if the said Frances shall happen
 to die in the life time of the said Philip Matthews
 her Husband and there shall be any Child or Children
 Grandchild or Grandchildren of the said Marriage then
 living then the Trust for the said Philip during the
 term of his natural life and from and immediately
 after his decease Interest for such Child, Children
^{grandchildren} & Grandchildren to be delivered and given up to him
 her or them whenever he she or they shall respectively at-
 tain the age of twenty one years if Males or the age
 of twenty one years or day or days of Marriage which
 ever shall happen first if females at which respective
 periods the equal shares or proportions thereof become
 vested in and be impartially delivered to him her or them
 as the case shall happen to be to and for the only proper
 use benefit and behoof of such Child or Children Grand-
 child & Grandchildren their and each of them respective-
 Heirs Executors Administrators and assigns from thence-
 forth for ever acquitted and discharged from every limi-
 tation and appointment whatever herein contained.
 And the trust hereby created whenever such shares
 or proportion shall become vested in and delivered unto
 such Child or Children, Grandchild or Grandchildren
 shall immediately become null and void in respect ther-
 of. Provided always that in case any Child or
 Children of the Body of the said Frances by the said
 Philip Matthews to be begotten shall happen to
 die in the life time of him the said Philip -
 Matthews and such Child or Children of the
 said Frances by the said Philip Matthews shall
 happen leave any Child or Children of his her or their
 Body or Bodies that shall live until the decease

regranted
whatever con-
t'd Philip Mat-
the said Philip
ins from
shall happen
Matthews
Children
carried them
during the
medately-
Children
up to him
batively at
the age
age which
respective
of, become
her or them
only proper
a Grand-
spective
from thence
every lime
ntained.

shares
erred unto
children
espect their
child or
if the said
appen to
Philip
- of the
us shall
is her or their
the decease
of

291

of the said Philip Matthews that then and in such
case upon trust and to permit and suffer all and every
such Grandchild or Grandchildren of the said Philip
Matthews and Frances his wife equally to have receive
and take all and every the share and shares of the aforesaid
premises to which the Father or Mother of such Grand
child or Grandchildren would have been entitled by virtue
hereof if he she or they had lived until the decease of him the
said Philip Matthews and no more. And the said Francis
Lesesne with the approbation and consent of the said
Philip Matthews her intended husband testified as aforesaid
Doth hereby covenant promise and agree to and
with the said Benjamin Allston the elder Benjamin
Allston the younger and Francis Gotion Delupline
and the Survivor of them and the heirs Executors admours
and assigns of such Survivor in manner following that
is to say that if it shall at any time hereafter be deemed
necessarie and expedient for the said Land Slaves or other
personal property as aforesaid or any part thereof to be
sold that it shall and may be lawful for the said
Benjamin Allston the elder, Benjamin Allston the
younger and Francis Gotion Delupline and the
Survivor of them and the heirs Executors or admours of
such Survivor when thereunto requested by the said
Philip Matthews and Frances his Wife or by the
said Philip Matthews in case he shall survive his
said Wife and there shall be any Child or Children, Grand
Child or Grandchildren of the said Marriage then liv-
ing to sell and dispose thereof or of any part thereof and
to join with the said Philip Matthews and Frances
his wife or with the said Philip Matthews in case he
shall survive his said wife and there shall be any Child
or Children Grand Child or Grandchildren of that Marriage
in the execution of the necessary Writings & Deeds for
that purpose, and with the Money arising or to arise
and

and accuse from such sale thereof or of any part or portion thereof to buy and purchase other property either real or personal of equal value of the Property so to be sold as may be most prudent and for the best advantages and which at the time of every such purchase being made shall be conveyed settled limited and assured to for and upon the same uses trusts intents Purposes limitations and appointments as herein before is mentioned expressed and contained agreeable to the true intent and meaning of these presents. In witness whereof the said Parties have hereunto interchangably set their hands and seals on the day and year first above written - Philip Matthews & Frances Lester Loos - sealed and delivered in the presence of Frank Alston, John Magill junr. All Saints Parish George Town District, Personally appeared before me John Magill Junr who being duly sworn saith that he saw the within mentioned Philip Matthews and Frances Lester sign Seal and deliver the within Marriage Settlement and that Frances Alston & himself did sign there names as Witnesses to the same. Suborn before me this 18th day of Augt 1794 John Magill Jr
Recorded 23^d Augt 1794 -

South Carolina

This Indenture made the fifth day of March in the year of our Lord one thousand seven hundred & Ninety four, Between Thomas William Price of the City of Charleston in the State aforesaid Esqr of the one part, and William Price Nathaniel Repelle & John Blake Esquires of the other part. Whereas a Marriage was some time ago had & solemnized between the said Thomas Price & Charlotte his wife, daughter of Philip Smith Esqr of St. Bartholomew's Parish in the said State. And whereas James Shiving,

dec
for
sec
van
sus
of
ha
-in
W.
the
fav
ypr
Exo
sop
-ma
men
of a
W.
the
Bl.
and
here
sam
The
agn
of b
pro
M.
har
and
tra
il
Geo
M.

t or per
erty
erty to
best ad
i per-
mitted
s intent
n before
the
itnes
angue
in first
rces
esue
aints
and
sworn
up-
id all
tat-
amus
me
J.P.

—

the-
re thou
comes
te
William
ries
was
aid
of
in
wing

293

deceased Grandfather of the said Charlotte did in
say his last will and testament bearing date the
Second day of August in the year of our Lord one thousand
and Seven hundred and eighty seven leave a certain
sum of Money unto the said Charlotte Price part
of which William Skiving Exor of the said James
hath laid out in the purchase of the Negroes
in aforesaid. And whereas the said Thomas
W. Price did not previous to his marriage with
the said Charlotte make any settlement in her
favor or provision for her maintenance or for her
issue. AND whereas the said William Skiving
Exor as aforesaid hath refused to deliver the Negroes
so purchased as aforesaid until he left the said Tho-
mas W. Price would make thereof an adequate settle-
ment & provision for the said Charlotte and the issue
of the said Marriage. And whereas the said Thomas
W. Price hath consented to transfer and set over unto
the said William Price, Nathaniel Russell & John
Blake the negroes herein after mentioned to and for
and upon the several trusts uses intents & purposes
herein after expressed & declared of and concerning the
same. Now this MATERLURE witnesseth that
the said Thomas W. Price for the making the said
agreement more effectual in Law & in consideration
of the said Marriage already had & for settling some
provision for the said Charlotte & the issue of such
Marriage & for the sum of five Millings Sterling
hath granted bargained & signed transferred & set over
and by these presents doth grant bargain sell a sign
transfer & set over unto the said William Price, Nathaniel
Russell & John Blake the following Negroe town
Cumber, Jack, Moll, Gib, Lucy, Betty, Leah, Minder, Lydia
George, Flora, Tom, Castella, Dennis, Thisbe, Lemmy, Saby
March, Quash, Celah, Sam, Binah, Betty, Maas & Katy
with

with the future issue and increase of the female
 the said twenty five Negroes having been purchased
 with the Money to which the said Charlotte was
 intitled under the will of her Grandfather To
 have and to hold the said twenty five Negroes with the
 future issue & increase of the females unto the said
 William Price, Nathaniel Russell & John Blake & to the
 Survivors Survivor of them & to the heirs Executors admo
 and assigns of such Survivor to & for & upon the trust
 uses intents & purposes herein after mentioned and
 declared that is to say upon the special trust & confi
 dence that they the said trustees & the ^{surviving} Survivor
 them and the heirs Executors admo & assigns of such
 Survivor shall permit and suffer the said Thomas
 William Price & Charlotte Price during the term
 of their joint lives to have the use & labor of the said
 Negroes and to take to their own use & behoof the profits
 arising from their labor. And from and immediately
 after the decease of the said Thomas Price or the
 said Charlotte Price then upon trust & to for the
 proper use and behoof of the Survivor of them
 for his or her life and immediately after the decease
 of the Survivor of them then upon the further trust
 & confidence that they the said trustees and the Survivor
 of them & the heirs Executors admo & assigns of such
 Survivor shall & do assign transfer & set over the said
 Negroes and the issue of the females unto amongst
 all and every the Son or Sons daughter & daughters of
 the said Thomas W Price on the Body of the said
 Charlotte lawfully begotten equally to be divided
 between them if more than one & if but one then
 wholly to that one their his & her heirs & assigns
 for ever and in case any of them shall happen to be
 dead leaving issue then the Child or Children of
 the said Son or daughter as shall then happen

to be dead shall be intitled to the share which his
 or their father or Mother would have been intitled to if
 living equally to be divided amongst such children if
 more than one & if but one then wholly to that one
 his or her heirs and assigns for ever, but if there should
 be no issue of the said Thomas Price & Charlotte Price
 lawfully begotten as aforesaid then upon trust to &
 for the use & behoof of the Survivor of the said Tho-
 mas Price & Charlotte Price, the heirs and assigns
 of such Survivor. AND moreover the said Thomas
 W. Price for himself his heirs Executors adutors doth here
 by covenant promise and agree to and with the said
 William Price, John Blake & Nathaniel Russell & the
 Survivor & Survivors of them and the heirs Executors adutors
 & assigns of such Survivor that he the said Thom as -
 W. Price his heirs Executors adutors will at any time & at
 all times upon the reasonable request of the said trus-
 tees & the Survivor & Survivors of them & the heirs
 Executors adutors of such Survivor do and execute or
 cause to be done & executed all such further acts and
 apiances in the law for the strengthening these
 present presents and for the more perfect & absolute con-
 veying the said Negroes to the uses & purposes above
 mentioned as by the said trustees & the Survivor & Sur-
 vivors of them & the heirs Executors adutors of such sur-
 vivor then or his counsel in the law shall be reason-
 ably devised advised or required. In witness whereof
 the said Parties to these presents have hereunto
 set their hands & seals the day and year above written
 Seal'd & delivered in ~ Thomas William Price had
 presence of Julius ~ Smith, John Mauger William Price had
 Charleston S. Personally appeared In Blake had
 Julius Smith who being duly sworn made oath
 that

296

297

that he was present and saw Thomas William Price
William Price, Nathaniel Russell & John Blaik
severally sign seal and as their act & deed deliver
the within Instrument of writing to and for the
uses & purposes therein set forth & that he the De-
ponent with John Major signed their names
as witnesses thereto. I swear to the 2^d day of
September 1794 before Stephen Ravenel Jr
Recorded 2^d Sept: 1794

State of South Carolina

This INDENTURE made the
twenty Sixth day of June in the year of our Lord
one thousand seven hundred and Ninety four
and in the eighteenth year of the Sovereignty
Independence of the United States of America
Between John Poaug of Charleston in the State
aforesaid Esquire of the one part, and Doctor James
Cletherall, William Smith, Joseph Allen Smith
& Alexander Inglis Esquires all of Charleston
aforesaid of the other part Whereas a Marri-
age is intended to be shortly had and solemnized
between the said John Poaug & Harriett Beres-
ford Smith of Charleston aforesaid Spinster, one
of the daughters of the late Thomas ^{late} Beresford
Esquire deceased. AND whereas the said Har-
riett Beresford Smith is now possessed in her
own right of a personal Estate amounting to
the sum of Three thousand Pounds Sterling
Money of the State aforesaid, or thereabouts
on the solemnization of the said intended Marriage
therefore in consideration of the said intended
Marriage and of the love and affection which
the aforesaid John Poaug hath & beareth towards the said

Harriett Beresford Smith his intended Wife and for settling
 securing and raising the sum or sums of Money herein after li-
 mited out of the Estate of the said John Poaug in lieu of
 Dower and thirds to and for the several uses and purposes
 in such manner and form as hereinafter is mentioned and pro-
 vided. It is hereby mutually agreed by and between the said
 Parties to these presents, and the said John Poaug for himself
 his heirs Executors and administrators doth covenant promise
 and agree to and with the said James Blithenall, William
 Smith, Joseph Allen Smith and Alexander Inglis and
 the Survivors and Survivor of them and the Executors and
 administrators of such Survivor, and accordingly in case
 the said intended Marriage shall take effect doth hereby
 expressly charge subject and make liable his whole Estate
 as well real as personal for payment of the several sums
 of Money herein after mentioned unto the said James Blithenall,
 William Smith, Joseph Allen Smith & Alexander
 Inglis and the Survivors and Survivor of them and
 the Executors and administrators of such Survivor
 upon the special trust and confidence nevertheless
 and to & for the several uses & purposes and at the
 time or times herein after mentioned limited and ap-
 pointed of and concerning the same and to and for
 no other intent or purpose whatsoever that is to say
 In case she the said Harriett Beresford Smith
 shall happen to survive the said John Poaug then
 at the decease of the said John Poaug or within
 one year thereafter the full and just sum of three
 thousand Pounds Money aforesaid shall be paid by his
 Executors or administrators into the hands of the
 said James Blithenall, William Smith, Joseph Al-
 len Smith and Alexander Inglis and the Survivors
 or Survivor of them and the Executors & admnistrators of such
 Survivor, and by them or him for them be paid over
 unto her the said Harriett Beresford Smith for her

Sole and Separate use and behoof and in Lieu of all
Dower or thirds which she may, or can claim out of the
Estate of the said out of the Estate of the said John Poang
to be by her disposed of at her own will and pleasure as
she shall think proper. And the said John Poang for him
self his heirs Executors and Administrators doth covenant promise
and agree to and with the said James Bletterall Will
am Smith, Joseph Allen Smith and Alexander In
glis and the survivors and survivors of them and
the Executors and administrators of such survivors that in
case she the said Harriett Buxford Smith ~
shall depart this life before the said John Poang
that it shall and may be lawful for the said Harri
ett Buxford Smith at any time during her cou
tine with the said John Poang and notwithstanding
ing the same to make and execute her last Will and
Testament in writing to take effect only in case the
said John Poang her intended Husband survives
her and therein and thereby to give bequeath and
assign the sum of Three Thousand Pounds Money
aforesaid to such person and persons and for such
use and uses as the the said Harriett Buxford
Smith shall think fit which sum shall be with
in one year thereafter paid over by the said John
Poang his Executors or administrators unto the Person or
Persons intitled to receive the same by such Will
respectively, provided always that in case there
be no Children of the Marriage who shall at
tain the age of twenty one years or be mar
ried, but if there shall be children of the Mar
riage who shall attain the age of twenty
one or be married, then such last Will and
Testament shall be void and of none effect, and
the same so bequeathed by such last will shall
be the property of such children to be paid them on
their respectively attaining the age of twenty one

Line of law
out of the
John Poaug
earner as
Aug for him
but promise
her all Well
xander In
fithion and
that in
Smith ~
en Poaug
aid Harri
g her cou
notwithstan
'will and
in case the
survives
th and
ds Money
d for such
Bencford -
who with
aid John
son or
such Will
case then
shall at
be mar
ff the Mar
twenty
ll and
ct, and
ll shall
d them on
twenty one

299

years or day of Marriage provided always never
otherwise and it is hereby declared to be the true intent &
meaning of these presents and of the Parties hereto and witness
of them that in case the said Harriett Bencford Smith
the intended Wife of the said John Poaug shall de
part this life before the said John Poaug without
leaving Issue of her Body who shall attain the age of
Twenty one years or be married and without having made
such Will and Testament in writing as above specified
then these presents shall then forth cease and be ut
terly void and of no further effect so that the said John
Poaug his Execs Admins and assigns shall thenceforth
make and enjoy the whole and every part and parcel
of the said Sum of Three Thousand Pounds to his and
their own proper use and behoof for ever free and dischar
ged of and from the several uses and trusts hereinbefore
mentioned and of and from all other uses and trusts char
ges demands and Incumbrances whatsoever. In Witness
whereof the said Parties to these presents have here
unto set their hands and affixed their seals the day
and year first above written - John Poaug of ~~Age~~
Sealed and delivered in the presence of W^m Robertson
Benz Bayly - South Carolina, Charleston, Person
ally appeared William Robertson of Charleston aforesaid
Attorney at Law who being duly sworn made oath -
that he was present and saw John Poaug sign seal
and as his act of and deliver the within Instrument
of writing to and for the uses & purposes therein men
tioned, & that he the Deponent with Benjamin Bayly
subscribed their names as Witnesses to the due ex
ecution thereof Sworn to the 11th day of September 1794
before Stephen Rance ~~Esq~~ Recorded 11th Sept 1794

This INDENTURE made the thirteenth
day of August in the year of our Lord one thousand
Seven hundred & Ninety four and in the Nineteenth
year

year of the Sovereignty and Independence of the United States of America. Between Elizabeth Ripley of the City of Charleston in the State of South Carolina widow of the first part, Jepc Hunt of the same place
 of the second part, and Anthony Labbe of the third part. Whereas a Marriage by Goods purveyor is shortly intended to be had and solemnized between the said Elizabeth Ripley and the said Jepc Hunt AND where as the said Elizabeth Ripley at the time of executing these presents is possessed of a considerable personal property and Estate consisting of Negroe and other slaves goods & chattels in the list or Schedule hereunto annexed are particularly expressed & mentioned. AND whereas upon the treaty and previous to the intended Marriage aforesaid it hath been and is agreed between the said Elizabeth Ripley and Jepc Hunt that the personal estate of the said Elizabeth Ripley shall be assigned made over and vested in him the said Anthony Labbe and his heirs and assigns to and for the several uses, trusts intents and purposes herein after mentioned limited express'd and declar'd of and concerning the same. Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the said intended Marriage, and also for and in consideration of the sum of Ten Shillings Sterling Money of the said State to her the said Elizabeth Ripley in hand well and truly paid by the said Anthony Labbe at and before the sealing and delivery of these presents the Receipt whereof she doth hereby acknowledge the said Elizabeth Ripley by & with the privy consent & approbation of the said Jepc Hunt her intended husband testified by his being a party to and executing of these presents hath bargained sold & delivered and by these presents doth bargain sell and deliver unto the said Anthony Labbe all and every the said several Negroe Slaves, Goods & Chattels and other Effects in the list or Schedule hereunto annexed mentioned contained