

Administrators of such Survivor do and shall permit and suffer or else sufficiently authorize and empower the said Sarah Wilkinson to Receive and take all the Interest Profits and Produce to arise he had or made of the said Sum of Ten thousand Pounds Current Money during her natural Life, to and for her own use and benefit and free from the Control of the said Francis Younge her said intended Husband or any other Person or Persons whatever, and from and immediately after her decease, Then upon this further Trust that they the said Morton Wilkinson and Peter Mann and the Survivor of them and the Executors and Administrators of such Survivor shall pay apply and dispose of the said Sum of ten thousand Pounds Current Money equally amongst the Child or Children born of the said Marriage and that shall be then living, or to such other Person or Persons and in such Parts shares and Proportions, and upon and under such Conditions, Limitations, manner and form as the said Sarah Wilkinson notwithstanding her said Intended Coverture, and whether Covert or discovert by any Deed or writing or by her last Will and Testament in writing to be by her duly Executed in the presence of two or more Credible Witnesses shall give direct limit or appoint the same, / which Deed Writing or Will the the said Sarah Wilkinson is hereby and by the said Francis Younge her said Intended Husband authorized and empowered to make, And upon this further Trust that in case the said intended Wife shall happen to survive her said Husband, that then they the said Morton Wilkinson and Peter Mann and the Survivor of them and the Executors and Administrators of such Survivor shall and will immediately thereafter pay surrender up and deliver the said sum of ten thousand Pounds (and the Interest and Profits thereof if any be) or such vouchers or Securitys as may be taken for the same, unto her the said Sarah Wilkinson the intended Wife to have hold propes and Enjoy the same as in her first and former Estate free and clear and absolutely acquitted of and from all and all manner of Restraint Restriction or limitation whatsoever, and the said Francis Younge the intended Husband for himself his Heirs Executors & Administrators and every of them doth hereby further Covenant Promise Grant and agree to and with the said Morton Wilkinson and Peter Mann and the Survivor of them and the Executors and Administrators of such Survivor in manner and form following that is to say, that for and notwithstanding any act matter or thing whatsoever by him the said Francis Younge the intended Husband to be had made committed done

done suffered executed or apointed unto it shall and may be lawful to  
 and for the said Sarah Wilkinson the intended Wife at any time or times  
 during her coverture and at all times, to make such Deed Writing or Will  
 in manner as aforesaid, and thereby give direct limit appoint and dispose  
 of the said sum of ten thousand Pounds /and the Interest and Profits thereof  
 if any be/ to such Person and Persons, and to and for such use and uses -  
 Trusts Intent and Purposes, and in such manner and form as she the said  
 Sarah Wilkinson the intended Wife, notwithstanding her said Coverture -  
 or whether Covert or discovert shall at any time think fit, And that the said  
 Francis Younge the intended Husband his Executors and Administrators  
 and all and every other Person and Persons whomsoever Claiming or  
 to claim by from or under him or them shall not question controvert -  
 obstruct or hinder such disposition of her the said Sarah Wilkinson the  
 intended Wife, of and in the said Premises so to be by her given and disposed  
 of as aforesaid, and further that all and all manner of such gifts and Dis-  
 positions whatsoever to be made by her the said Sarah Wilkinson the in-  
 tended Wife shall at all times be as good and effectual in the law as if  
 the said Francis Younge the intended Husband had himself joyned in the  
 same with the said Morton Wilkinson and Peter Mann, or with her the  
 said Sarah Wilkinson or as if she were a Feme sole, And further that  
 they the said Morton Wilkinson and Peter Mann and the survivor of them  
 and the Executors and Administrators of such survivor shall and  
 may from time to time and at all times hereafter peaceably and quietly  
 have hold and enjoy the said sum of Ten thousand Pounds and every Part  
 thereof nevertheless upon the several uses Trusts, Intent and Purposes  
 herein before mentioned exprefed and declared of and concerning the  
 same, without any let disturbance or hindrance of or by the said Francis  
 Younge the intended Husband, or any Person or Persons, Claiming or to claim  
 by from or under him or by or through his means consent purity or  
 procurement, And lastly that he the said Francis Younge the intended  
 Husband his Executors and Administrators shall and will from time  
 to time and at all times hereafter upon the Reasonable Request and at  
 the Costs and Charges of the said Morton Wilkinson and Peter Mann  
 and the survivor of them and the Executors and Administrators of such  
 Survivor or any or either of them make do and execute or cause or pro-  
 cure to be made done and executed all and every such further and  
 other Lawful and Reasonable Act and Acts Thing and Things, Conveyances  
 and assurances in the law whatsoever as shall for the Corroborating  
 and strengthening of these Presents, as for the further and better ad-  
 suring of the said sum of money unto them the said Morton Wilkinson

This Marriage Settlement was recorded in this Office in the year 1793 in order to  
 to provide a record, but the witness being absent, it could not be proved until the  
 2<sup>d</sup> day of July 1795 and recorded the same day.

son and Peter Mann and the survivor of them and the Executors and Administrators of such survivor (subject nevertheless to the uses herein before mentioned) as by them or either of them, their or either of their Counsel learned in the law shall be Reasonably desired advised or Required in that behalf. In Witness whereof the said Party to these Presents have hereunto Interchangeably set their Hands and seals the Day and Year first above written  
 Sealed and Delivered in } Peter Mann (Seal)  
 the Presence of William } Morton Wilkinson (Seal)  
 Smelie, Andrew Mann } Francis Younge jun (Seal)

Personally appeared Thomas Martin of the City of Charleston Gentleman who being duly sworn on the Holy Evangelists of Almighty God made oath that he was well acquainted with Morton Wilkinson deceased and is now well acquainted with William Smelie, and with the manner and form of each of their hand writing, having frequently seen each of them write and that he verily believes the name "Morton Wilkinson" signed as one of the party's Executing the within Instrument of writing and the name "William Smelie" signed as one of the witnesses to the due Execution of the same to be the proper hand writing or signature of the said Morton Wilkinson deceased and William Smelie, Sworn to the 25<sup>th</sup> day of April 1795 before Stephen Ravenel, Jr.  
 Personally appeared Mr. William Smelie who being duly sworn made oath that he was present and <sup>saw</sup> Peter Mann, Morton Wilkinson and Francis Younge Junior severally sign seal and as their respective Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent signed his Name as a witness with Andrew Mann to the due Execution thereof, Sworn to the 8<sup>th</sup> day of July 1795 before Stephen Ravenel Jr.

South Carolina

This Indenture made the Eleventh day of May in the year of our Lord one thousand seven hundred and ninety five, Between Elizabeth Harleston the younger (youngest Daughter of Colonel John Harleston late of the City of Charleston, Planter deceased) of the one part and Edward Rutledge junior, Nicholas Harleston and William Read of the other part, Witnesseth that the said Elizabeth Harleston the younger, for and in consideration of the sum of five Shillings Sterling Money to her in hand paid by the said Nicholas Harleston, Edward Rutledge junior and William Read the Receipt whereof she doth hereby acknowledge and for divers other good causes and valuable considerations her thereunto especially moving, and also by and with

with the consent and approbation of Elizabeth Harleston the Elder, her Mother  
testified by her Sealing these Presents hath bargained and sold, and by  
these Presents doth bargain and sell unto the said Nicholas Harleston,  
Edward Rutledge Junior and William Read their Heirs Executors Ad-  
ministrators and Assigns, All those two certain Lots of Land in the  
City of Charleston situate on Harleston Green fronting Southwardly on  
Montague Street running in depth to Bull Street and joining Lands  
late of John Harleston Esquire deceased - To have and to hold the said  
two Lots of Land with the Appurtenances unto the said Nicholas Harleston  
Edward Rutledge Junior and William Read their Executors Administrators  
and Assigns from the day next before the day of the date of these presents  
unto the full end and term of one whole year from thence next ensuing  
and fully to be compleat and ended Yielding and paying therefore unto  
the said Elizabeth Harleston the Younger her Heirs or Assigns, the rent of  
one pepper Corn at the expiration of the said term, To the intent and purpose  
that by virtue of these Presents, and of the Statute for transferring uses into  
Possession, the said Nicholas Harleston, Edward Rutledge Junior and  
William Read may be in the actual Possession of the two Lots of Land aforesaid  
with the Appurtenances, and be thereby enabled to accept and take a Grant  
and Release of the Reversion and Inheritance thereof to them their Heirs  
and Assigns by Indenture intended to be made between the said Parties  
to these Presents, and to bear date the day next after the day of the date of  
these Presents - In Witness whereof the Parties to these Presents have here-  
unto set their hands and seals the day and year above written -

Signed and Delivered in the 9<sup>th</sup> of July 1795  
presence of William Harleston      Elizabeth Harleston (Seal)  
Edward Harleston      Eliza Harleston (Seal)  
Charleston S. Personally appeared  
William Harleston Esquire who being duly sworn made oath that  
he was present and saw Elizabeth Harleston the Younger and Eli-  
zabeth Harleston the Elder severally sign seal and as their respective Act and  
Deed deliver the within Instrument of writing to and for the uses and pur-  
poses therein mentioned, and that he the Deponent with Edward Harleston  
signed their names as witnesses to the due Execution thereof - Sworn to  
the 16<sup>th</sup> day of July 1795 before Stephen Ravenel Jr. Recorded 16<sup>th</sup> July 1795.  
South Carolina

This Indenture Quadruplicate made the twelfth day  
of May in the year of our Lord one thousand seven hundred and ninety five  
Between Thomas Corbett the Younger (son of Thomas Corbett of the City of  
Charleston Merchant) of the first part, Elizabeth Harleston the Younger

id

youngest Daughter of Collonel John Harleston late of the City of Charleston Planter deceased of the second part, Elizabeth Harleston the Elder Mother of the said Elizabeth Harleston the younger Widow and Executrix of the last Will and Testament of the said John Harleston of the third part and Nicholas Harleston Edward Rutledge Junior and Doctor William Read Trustees mutually chosen and appointed by all the aforesaid Parties for the Purposes herein after mentioned of the fourth part - Whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Thomas Corbett and the said Elizabeth Harleston the younger And Whereas the said Elizabeth Harleston by and under the last Will and Testament of her Father is and stands seised in fee simple to her and her Heirs and Assigns of and in two certain Lots of Land in the City of Charleston in a part called Harlestone Green, fronting southwardly on Montague Street running in and depth to Bull Street and joining other Lands then at the time of making the said Will of the said John Harleston on the Corner, And Whereas also the said Elizabeth Harleston the younger by and under the said Last Will and Testament of the Father is intitled to Fifty three Negroes which under and left in pursuance of the said last Will and Testament aforesaid have been divided off and allotted to her and are by name as is expressed and set down in the Schedule hereunto annexed pursuant to the directions of the Act of the Legislature in such Cases made and provided, which Negroes belong to the said Elizabeth Harleston the younger her Executors Administrators and Assigns: And whereas it hath been agreed between the said Elizabeth Harleston the younger, and the said Thomas Corbett the younger / testified by his becoming a Party hereto and sealing and delivering these Presents / previously to the said Intended Marriage and by and with the Consent and Approbation of Elizabeth Harleston the Elder / testified by her becoming Party hereto and sealing and delivering these Presents that the aforesaid two Lots of Land and the Negroes mentioned in the Schedule hereunto annexed should by the said Elizabeth Harleston the younger be Granted and Released -

Bargained sold and Transferred unto the said Nicholas Harleston Edward Rutledge Junior and William Read their Heirs Executors Administrators and Assigns to and for and upon the several uses and subject to the trusts intents and purposes in such manner as is herein after mentioned limited expressed and declared of and concerning the same Now therefore for the purpose of effecting the views and intentions aforesaid This Indenture witnesseth, that she the said Elizabeth Harleston the younger and the said Elizabeth Harleston the Elder for and in Consideration of the said intended marriage and also in Consideration of five Millings to

them and each of them in hand paid by the said Nicholas Harleston, Edward Rutledge Junior and William Read at or before the sealing and delivery of these presents the receipt whereof the said Elizabeth Harleston the Younger and Elizabeth Harleston the Elder do hereby acknowledge and for divers other good and valuable considerations them and each of them hereunto especially moving / by and with the knowledge consent, privity and approbation of the said Thomas Corbett her said intended Husband testified by his being Party hereto and sealing and delivering these Presents / have granted, bargained sold, aliened released and confirmed and by these Presents do grant bargain sell alien release and confirm unto the said Nicholas Harleston, Edward Rutledge junior and William Read / in their actual possession now being by virtue of a bargain and sale to them thereof made by the said Elizabeth Harleston the younger by and with the advice and exert of the said Elizabeth Harleston the elder testified by her being party thereto and sealing and delivering the same for one whole year by Indenture bearing date the day next before the day of these presents and by force of the Statute for transferring of Uses into Possession / and to their Heirs and Assigns all those two certain Lots of Land on Harlestons Green in the City of Charleston aforesaid containing and bounded as aforesaid, together with all Houses out Houses, Estates, Ways Paths, Profits, Imoluments, Hereditaments, Rights, Members and Appurtenances theron standing or being or thereunto belonging or in any wise appertaining, and the Reversion and Reversions Remainder and Remainders Rents, Issues and Profits of all and singular the hereby granted and released Premises, and also all the Estate Right Title Interest Property Claim and Demand whatsoever both at Law and in Equity of her the said Elizabeth Harleston the Younger, or of any other Persons in trust for her of in to or out of the hereby granted and Released Hereditaments and Premises with the Appurtenances and every part and parcel thereof, To have and to hold the said two Lots of Land and all and singular the hereditaments and Premises herein intended to be granted and released with their and every of their Appurtenances unto the said Nicholas Harleston, Edward Rutledge Junior and William Read their Heirs and Assigns to for and upon the several uses trusts intents and purposes and subject to the several provisions limitations and agreements herein after mentioned limited, expressed and declared of and concerning the same, that is to say To the use and behoof of the said Elizabeth Harleston the younger and her Heirs until the solemnizing of the said intended Marriage, and from and immediately after the Solemnization thereof To the joint use and behoof of the said Thomas Corbett the Younger and Elizabeth Harleston the Younger and their Assigns for and during the term of their joint lives to permit and suffer them

during the said term to receive and take the Rents Issues and Profits of the said Premises with the appurtenances to and for their joint use and benefit; and from and immediately after the death of either of them the said Thomas Corbett and Elizabeth Harleston the younger leaving Issue alive of the said Marriage then to the use intent and purpose that the Survivor (whichever of them the aforesaid Thomas and Elizabeth may survive) and his or her Assigns shall and may for and during the term of his or her natural life have take and receive to and for his or her own proper use and behoof of the Rents Issues and Profits of the said Premises with Appurtenances, and from and immediately after the Determination of that Estate, then to the use of the said Nicholas Harleston, Edward Rutledge Junior and William Read for and during the life of such Survivor upon trust to preserve the contingent remainders hereinafter limited from being defeated, and for that purpose to make entries and bring actions as occasion shall require. But nevertheless in trust to permit the Survivor (whoever may be of them the said Thomas Corbett and Elizabeth Harleston the younger during the natural life of such Survivor to receive and take the rents issues and profits of the said Premises to and for his or her use and benefit as aforesaid: And from and after the death of such Survivor then In Trust to - and for the equal use benefit and behoof of the issue of the said intended Marriage and the representatives of such of the Issue as may be deceased they taking amongst them a Parents share / to be equally divided and to their Heirs and Assigns for ever as Tenants in Common and not as joint tenants, but in case that on the death of either of them the said Thomas Corbett and Elizabeth Harleston the younger there should be then at the time of such death no issue of the said Marriage living, then to the use of the Survivor whoever may be of them, and to his or her Heirs and Assigns for ever Provided always and it is hereby expressly declared and agreed by and between all the Parties to these Presents, and the true intent and meaning hereof is that in case the said Thomas Corbett and Elizabeth Harleston the younger shall at any time hereafter during the said intended coverture think fit to have the aforesaid Premises so granted and released to them the said trustees as aforesaid sold and disposed of, or exchanged for other property real or personal that then the said Nicholas Harleston, Edward Rutledge Junior and William Read and the survivor and survivor and his Heirs and Assigns, on being thereunto jointly requested by the said Thomas Corbett and Elizabeth Harleston the younger shall absolutely sell and dispose thereof, or exchange the same as the case may be, and from and immediately after such sale or exchange have and hold the Monies arising and to arise from such sale and the property real or personal acquired by means of the exchanging the said Premises to and for the same uses intents and purposes and subject to

the same declarations and limitations as are herein before set forth limited  
and declared of and concerning the herein before granted and released premises  
with the appurtenances, and to and for no other use, intent or purpose what-  
soever, and This Indenture further witnesseth that for the purpose  
of settling the Negro Slaves mentioned in the Schedule hereto annexed  
according to the agreement and true intent and meaning of all the par-  
ties hereto and for the considerations aforesaid, and also for and in consider-  
ation of the further sum of five millings to the said Elizabeth Harleston the  
Younger and Elizabeth Harleston the Elder in hand by the said Nicholas  
Harleston, Edward Rutledge Junior and William Read the receipt where-  
of is hereby acknowledged the said Elizabeth Harleston the Younger and  
Elizabeth Harleston the Elder by and with the knowledge, privity consent and  
approbation of the said Thomas Corbett the Younger testified as aforesaid  
have bargained and sold and by these presents do bargain and sell and in  
plain and open market deliver unto the said Nicholas Harleston, Edward  
Rutledge Junior and William Read and the survivors and survivor of them  
his executors administrators and assigns all and singular the Negro -  
Slaves in the schedule hereto annexed particularly named and set forth  
(being in number fifty three) together with the present and future issue and  
increase of the females, To have and to hold all and singular the above men-  
tioned Negro Slaves and the present and future issue and increase of the fe-  
males unto them the said Nicholas Harleston, Edward Rutledge Junior and  
William Read and the survivors and survivor of them and the executors  
administrators and assigns of such survivor to and upon the special  
trusts and confidence intents and purposes herein after mentioned and ex-  
preped of and concerning the same that is to say - & Trust for her the said  
Elizabeth Harleston the Younger her executors, administrators and assigns un-  
till the solemnization of the said Intended Marriage: and from and after  
the solemnization thereof, In Trust to permit the said Elizabeth Harleston  
the Younger and Thomas Corbett the Younger for and during the term of their  
joint lives to have take and receive the profit, labour use and employment  
of the said Slaves to their joint use and behoof or that the said trustees apply  
the rents and profits thereof in such manner and to such intents and  
purposes as they the said Thomas Corbett and Elizabeth Harleston the  
Younger shall jointly direct during the said term: And from and immedi-  
ately after the death of either of them the said Thomas Corbett the Younger -  
and Elizabeth Harleston the Younger leaving issue alive of the said Marriage  
then in trust to permit the survivor, whosoever may survive, for and  
during the term of the natural life of such survivor to have take and  
receive the profit, labour use and employment of the said Slaves to his

a her proper use and behoof, or that the said trustees apply the rents and profits thereof in such manner and to such intent and purposes as the said survivor shall direct for and during the said term of his or her natural life: And from and after the death of such survivor, then In Trust to and for the equal use and benefit and behoof of the issue of the said intended Marriage and the Representatives of such of the issue as may be deceased they taking amongst them a Parents share, to be equally divided and held in severalty to themselves their Executors Administrators and Assigns for ever But in case that the death of either of them the said Thomas Corbett the younger, and Elizabeth Harleston the younger there should be then at the time of such death no issue of the said marriage living, then In Trust and for the use of the survivor (whoever may be) of them the said Thomas Corbett the younger and Elizabeth Harleston the younger and to his or her Executors Administrators and Assigns for ever Provided always and it is hereby expressly declared and agreed by and between all the Parties to these presents, that in case there should be a necessity or proper occasion, at any time during the said Couverte, or during any of the terms for which the aforesaid trusts are created and the said Thomas Corbett and Elizabeth Harleston the younger should jointly require (or the survivor should require the same) that any of the aforesaid Slaves should be sold that then and in such case the said Nicholas Harleston, Edward Rutledge Junior and William Read and the survivors and survivor of them and the Executors Administrators and Assigns of such Survivor shall sell and dispose of such of the said Slaves as it may be requisite to sell and as may be required to be sold as aforesaid, and in the stead thereof purchase with the monies arising from such sale other Slaves whose names shall be annexed in a Schedule to these presents, which said Slaves so purchased and annexed if purchased, and if not the monies arising or to arise from such sale or sales as may be made as aforesaid, to remain and be subject to the same uses trusts and limitations, intents and purposes as are herein before declared expressed and limited of and concerning the said fifty three Negroes herein before bargained sold and transferred, And the said Thomas Corbett the younger for himself his Heirs Executors and Administrators doth hereby covenant, promise grant and agree to and with the said Nicholas Harleston, Edward Rutledge Junior and William Read, and the survivors and survivor of them and the Heirs Executors and Administrators of such Survivor that from and immediately after the solemnization of the said intended Marriage the said Nicholas Harleston, Edward Rutledge Junior and William Read and the survivors and survivors

of them and the Heirs Executors Administrators and Assigns of such Survivor shall and may from time to time and at all times hereafter peaceably and quietly enter into have hold and enjoy all and singular the herein before granted and released Premises with the Appurtenances, and also the said Slaves and other Premises so vested in them as aforesaid, nevertheless upon the several uses trusts and subject to the several provisos agreements and limitations herein and hereby mentioned and declared limited and expressed of and concerning the same without any such disturbance eviction or interruption of him the said Thomas Corbett the Younger or any person or persons claiming or to claim by from or under him his Heirs Executors Administrators and Assigns or by his or their means consent privily or procurement - And moreover that the said Thomas Corbett the younger his Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request and at the Cost and Charges of the said Nicholas Harleston Edward Rutledge Junr or and William Read and the survivors or survivor of them or the Heirs Executors Administrators or Assigns of such Survivor or any of them make do seal and execute or cause or procure to be made done sealed and executed all and every such further and other lawful and reasonable act and acts thing and things conveyances assignments and assurances in the law whatsoever as well for the corroborating and strengthening of these presents, as also for the further and better conveying assigning assuring and confirming all and singular the Hereditaments and Premises Slaves and other Property herein before mentioned and alluded to or intended to be herein comprehended so as to give the fullest and most perfect efficacy to the true intent and meaning of these Presents, and of all the Parties hereto as by the aforesaid Nicholas Harleston, Edward Rutledge junior and William Read or the survivors or survivor or the Heirs Executors or Administrators of such Survivor or his or their Counsel learned in the law shall justly and reasonably be devised advised and required - In Witness whereof the Parties to these Presents have hereunto interchangably set their hands and seals the day and year first above written - Nichl. Harleston (Seal) William Read (Seal) Edw. Rutledge Junr. (Seal) Tho<sup>r</sup>. Corbett Junr. (Seal) Eliza Harleston (Seal) Eliz. Harleston (Seal) Sealed and Delivered in the presence of William Harleston, Edward Harleston - Schedule referred to in the Deed following, comprising and setting forth the property real and personal therein and thereby conveyed and passed limited and settled and subscribed by the same Witnesses and annexed to the said Deed pursuant to the form of the Act of the legislature in such cases made and provided Two certain Lots of Land in the City of Charleston -

situate on Harleston Green fronting southwardly on Montague Street running in depth to Bull Street and joining other Lands late of John Harleston Esquire deceased being comprised in his last Will and Testament also the following Negroes divided off and appropriated to Elizabeth Harleston the younger by and under the Will and Testament of the said John Harleston Esquire deceased vizt Cester, Hector, Mary, Hannibal, Unity, Daphney, Silvia, Primus, Judith, Amelia, Grace, Johnny Harrott, Pompey, Juno, Hercules, Satirah, Jacob, Kels, Harry, Sam, Tom, Robert, Joe, Dick, Cork, Celia, George, York, Cymon, Cato, Sampson, Sarah, Cato, Dolery, Toney, Betsay, Mary, Bristol, Elvira, Dafney, Aaron, Felix, Quaco, Primus, Sue, Ned, Nancy, Judy, Thomas, Ben, Betty, Hector, Being in all fifty three Negroes. Witnesses William Harleston, Edward Harleston, South Carolina Charleston, Personally appeared Williams Harleston Esquire who being duly sworn on the Holy Evangelists of Almighty God made oath that he was present and saw, Nicholas Harleston, William Read, Edward Rutledge Junior, Thomas Corbett Junior, Elizabeth Harleston the younger, and Elizabeth Harleston the Elder, severally sign seal and as their respective Act and Deed deliver the foregoing Instrument of writing to and for the uses and purposes therein set forth and that he the Depositor with Edward Harleston signed their Names as Witnesses to the due execution thereof. Sworn to the 16<sup>th</sup> day of July 1795 before Stephen Ravenel JP Recorded 16<sup>th</sup> July 1795

*Extrait des Registres de la Chancellerie du Consulat de la République française  
un et inéditable à Charleston.*

Aujourd'hui Vingt Neuf Mepris de l'an trois mille de la République Française un et inéditable après midi Partenant moi René Godard Chancelier du Consulat de l'Assemblée République à Charleston furent presents Le citoyen Louis Claude Gobé Fils major de Gobé Givé et de Marie Clark ses Pere et mere ac à Arranches Département de la Manche Capitaine de Navire dans port,  
et La citoyenne Louise Agnès le noir Fille de feu Leonard Le Noir et feu Jeanne Orial ses Pere et mere née à Nantes Département de la Loire inférieure d'autre part.

Lesquelles parties en présence de leurs amis cy après nommés Savoir de la part du citoyen Gobé des Cens Jean B. Lafont, Julien Biencul et Pierre Laroche, et de celle de la citoyenne Senoir de Citoyens Louis Grands son perein, Jean Baptiste Carradine, Michel Boisnard et son tete la

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B<sup>on</sup>g<sup>e</sup>ne M<sup>arie</sup> Louis Baradeau veue Chateaublond ont volontairement fait et arrêté les brevets Accords & Conventions de Mariage qui ensuivent, C'est à Savoir que le dit B<sup>on</sup>g<sup>e</sup>ne Louis Clau<sup>s</sup> G<sup>er</sup>be et la dite B<sup>on</sup>g<sup>e</sup>ne Louise Agnès Le Noir ont promis & promettent Reciproquement par les présentes de se prendre l'un et l'autre par Nom & Loi de Mariage et ainsi faire Celebrer & Solemner le plus tôt que faire de pourra et qu'il sera avisé & délibéré entre eux. Seront les Tuteurs & pour commencer tous Biens Meubles et Immeubles, meure qu'ils furent cy apres leurs demeures ou des acquisitions en payssent les loix et coutumes furent contraires à la present stipulation de Communauté déclarant par ces présentes y deroguer et renoncer pour ce regardo.

Ne seront pas ammises les dites futures époux temps des dites contraintes avant la célébration du futur Mariage et s'il s'en trouve, elles seront acquittées & payées par et sur les biens de celui du côté duquel elles procéderont sans que l'autre n'iese Biens en tout tenus. D<sup>e</sup>clare le futur époux que les biens et droits consistant en effets, Billets, créances, marchandises, et autres sur divers montant à une somme de Vingt Mille piastres fourrées, laquelle somme, ainsi que tout ce qui lui échera pendant le futur Mariage en Meubles et Immeubles à quelque titre que ce soit, tiendra nature de Propre.

D<sup>e</sup>clare la future épouse que les Biens et Droits, en ce pays, consistent en une somme de quatre mille huit cents piastres fourrées en espèces que le d<sup>e</sup>t futur époux reconnoit avoir reçue de la d<sup>e</sup>te future épouse, et dans l'héritage de ses pere et mere dont le Valeur lui est inconnue et qu'elle se réservera de faire établir et constater, laquelle d<sup>e</sup>te somme ainsi que la valeur des dits héritages resteront et demeurront propres de la d<sup>e</sup>te future épouse avec tout ce que lui échera pendant le futur Mariage à quelque titre que ce soit. Ainsi la stipulation de la d<sup>e</sup>te Communauté sera lisible à la d<sup>e</sup>te future épouse et aux enfans qui naîtront du dit mariage d'accepter celle ou y renoncer et en cas de renonciation reprendre tout ce qu'elle y aura apporté, avec ce qui lui sera échu pendant celle ci par succession, donation, legs, ou autrement, même si elle l'aurait sans qu'elle ni ses dits enfans soient tenus d'aucune dette et charge de la d<sup>e</sup>te Communauté encore qu'elle y ont parlé à telz époque, ou y est été condamnée.

Et pour l'assurer que les dits futurs époux ont l'un pour l'autre, et pour leur donner  
de preuves évidentes, comme aussi pour déterminer lieu de tous avantages matrimoniaux  
tels que douaire, préciput, augment de dot &c. ils se sont fait donation entière  
et inévoicable, en la meilleure forme que donation puisse volont au survivant  
d'eux deux, ce acceptant par le survivant, savoir dès le cas qu'il n'y ait aucun  
enfant nés ou à naître du dit mariage de tous leur Biens Meubles et immobiliers présent  
et à venir, de quelque nature qu'ils soient et à quelque titre que ceux soient  
échus, et dans le cas qu'il y ait des enfans nés ou à naître du dt. mariage du  
Tierc. Seullement des susdits Biens, pour dans l'un ou l'autre Cas, faire faire  
et disposer par le survivant de ce qui lui sera échu en virtu de la présente  
donation, en toute propriété comme de chose à lui appartenante.

Car ainsi a été convenu et accordé entre les parties, qui, pour l'assur-  
cation de tout ce qui devra être égagement dérogé et renoncé à tout ce qui  
les loix et coutumes des Etats Unis d'Amérique ou ils résident actuellement,  
et de tous autres pays où ils pourroient cy après s'établir pourraient avoir  
de contraires aux accords traités et stipulations de Mariage précédem-  
ment promettant ve. Obligeant ve. —

Fait et passé en la Maison de la susd. future épouse le  
jour, mois et an que devant sous les signatures de parties, de témoins  
y mentionnés et la même. Ainsi signé en la minute L. Gobé, L. Lenoir,  
Caradeau, la font, L. Grand, V. Chateaublond, Laralde, Bicent,  
Bissonnier desvies, jure aîné, Remoussin, Ch. Detollinair, E.  
Boiffard, & Godard. — Collationné par moi Chancelier  
du Consulat de la République fr. une et indivisible à Charleston  
Sousigne. — Godard.

Sousigne Vice Consul chargé du Consulat de Charleston certifie  
à tous qu'il appartient à que la signature cy dessus est celle du Citoyen  
René Godard Chancelier de ce Consulat, à laquelle foi doit être apportée  
tant en jugement que hors. En foi de quoi j'ai signé le present et à

Donné au Consulat  
de la République française une et indivisible à Charleston le 2<sup>e</sup>  
Jumidou l'an 3<sup>e</sup> de la d<sup>e</sup> République.

S.S.

Tompsonius.

Recorded 24<sup>th</sup> July 1795

Extrait des Registres de la Chancellerie du Consulat de la République Française une et indivisible à Charleston sousigne

Aujourdu hui die Neuf Pluviose L'an troisième de la République Française une et indivisible après midi Par devant moi Antoine Louis Tompsonius Vice Consul Charge du Consulat de Charleston faisant les fonctions de Chanceller par empêchement du Chanceller Ordinaire dont Comptenu

Le Citoyen René Godard Fils de M<sup>me</sup> Jeanne Godard et Jeanne Soudy ses pere et mere nati du Nantes département de la Loire inférieure chancelier de ce consulat d'auant fait

et la Citoyenne Marie Luhau fille Majeure de Jean Jacques Luhau et Marie Payrav ses pere et mere nati d'Halifax dans la Nouvelle Ecosse d'autre part.

les quels en présence de leurs amis respectifs cy apres Nommes Savoirs de la Part du<sup>e</sup> Citoyen René Godard des Citoyens Louis Chupien Jean François Le Gour & Jean Baptiste Samé et de celle de la Citoyenne Marie Luhau des Citoyens Jean Jacques Bimely Conrad Landolt et Paul Costes ont volontairement fait les traites la Convention des Mariage qui ensuivent C'est à Savoir que le dit René Godard et la dite Marie Luhau ont promis et promettent Reciproquement par ces présentes de se prendre l'un l'autre par nom & loi du mariage et ielui faire l'autre et solenniser le plus tôt que fasse le pourra et qu'il sera avisé et délibéré entre eun.

Déclare la future Epouse que ses biens et droits consistent en effets Billets Créesnes et actifs sur divers montant à une Somme de quatre mille Guinées.

Déclare la future Epouse que ses Biens et droits consistent quant a present en une parcell Somme de quatre mille Guinées

Goudes laquelle elle a tenus et a delivres depuis long tems  
au dit futur epouse pour chez particulier employee la acquisition  
d'actions de la Banque de la caroline du Sud de laquelle  
sont sommes de quatre mille piastres Goudes il declare avoir  
deja emploie cette de trois mille cinq cent vingt en quatre-vingt  
huit actions dela dite Banque dont cinquante une sous le  
nom dela dite Future epouse et trente sept sous le sien propre  
les quelles trente-sept actions il promet et s'obligo transporter dela  
dit futur epouse en la meilleure forme que transporte puisse.  
Se faire Comme aussi d'employer la somme de quatre-vingt —  
quatre-vingt piastres Goudes Restant de celle sur dite de  
quatre mille en douze actions de la dite Banque en  
sorte que le tout forme le nombre de Cent actions qui, a  
raison de quarante piastres Goudes feront la somme des  
quatre chille les dites actions pour che la propriete person-  
nelle et inalienable dela d<sup>e</sup> Future epouse l'uns que le  
tout en aucune partie d'ecelle puisse che jamais autres denaires  
alouer ou vendre sans la libre consentement dela d<sup>e</sup> Future  
epouse enonce par écrit devant un chagiste ou a la  
condition infroger meme en ce cas d'employer le produit des  
dites actions en terres heritages en Biens au Choin dela  
d<sup>e</sup> Future epouse, les quelles terres, heritages en Biens —  
acquis au produit des dudit<sup>s</sup> actions seront le demeure de  
la proprieté personnelle et inalienable dela d<sup>e</sup> Future  
epouse quelques soient le disposition particulières des lois  
des Etats Unis, notamment de l'Etat dela Caroline du Sud  
ou ils résident actuellement ou de tous autres pays ou  
les dits Autres epouse pourroient ly apres finir leur  
résidence en faire de acquisitions declarant expressément  
par le presentes de royer a ligne les bussiter lois en  
coutumes pourroient avoir des contraires aux stipulations  
avant et traités ly dessus comme aussi a lieux qui vont —  
suivre. — Seront les Autres epouse communs en tous  
Biens meubles en longues immeubles sans pourtant  
que la dite Future epouse puisse che tenir d'acquitter le  
dettes dela commandante au dela de sa valeur et avec pleine

A.

au autre Liberté de sa part de renoncer à celle en de l'autre  
à sa propriété personnelle.

en pour se donner par les Testers épouse des marques de  
leur tendre reciprocque en pour se tenir lieu de tous arangés  
matrimonial les que dot donaire précisent en autres —  
Généralement quelconques, ils se sont par le presentes fait  
donation mutuelle & Reciproque au Survivor d'eux deux  
en la meilleure forme que donation puisse faire &  
acceptant par ce Survivor de tous leurs Biens pretres  
et a venir de quelque nature qu'ils soient en quelques  
heures qu'ils soient. Soient, a quelques sommes qu'ils  
puissent monter et a quelques lettres qu'ils leur soient  
echées pour au tout faire faire et disposer par le Survivor  
ses successeurs, heritiers et ayens cause en toute propriété et  
comme de chose a lui appartenante soit qu'il y ait des  
enfants de ce mariage ou que il n'y en ait point & sous  
la seule condition ou lors qu'il y ait des enfans de ces deux  
et catholique devant leur état laissant a ce catholique —  
davantage leur droit contre l'autre Survivor des —  
avantages comme il le jugera a propos.

Car ainsi a été convenu et arrêté entre les parties  
volontairement de leur plein gré et irrévocablement —  
Donez Aïsso.

Fait et passé au Consulat de la République Française  
me et indivisble a Charleston le jour mois et an que  
devant sous les signatures des parties Celles de témoin et  
nommés et la note aïsso signé en la Minutie Godard  
M. Julian, J. James Kinney Jean Louis Castro, Francois le  
Gour John Landale J. Sami L'Chapueuzet Duchau J.  
Herton, Amelie Kinney et Tonsperius. —

Aujourd'hui vingt sixme l'an bordenne de la  
République Françoise me et indivisibles après m'disparoissant  
mon Antonie Louis Tonsperius Vice Consul chargé du —

Consulat de Charleston sous Compagnie. —

Le Citoyen René Godard Chancelier de la Consulat fils naturel de René Godard et avec toute ses forces et moyens nos a faites département de la Loire n° 5000 d'une part.

et la Citoyenne Marie Luhann fille atrafure defunt Jacques Luhann & Marie suspue et mere née a halifax dans la nouvelle Ecosse d'autre part.

Lesquels en exécution des contrats de mariage passé entre eux le jour a notre Rappot Declarer de prendre pour vrais et légitimes époux. Dont ait.

S'obligent les conjoints dans le cas ou les lois de la République sur la solemnization & célébration des mariages, lesquelles ne me sont pas officiellement connues, legeant d'autre. D'ordinaires que la présente déclaration, delle remplir et exécuter châiment en droit loi.

Fait et passé au Consulat de la République française  
me et indivisibles a Charleston les deux mois d'août devant  
tous les témoins des parties, de leurs amis respectifs  
bouddigues et la autre.

Ainsi signé en la minute Godard elle Luhann, et James  
Kinney surnommé Kinney. Jean Paul Coste J. Françoise —  
Legorin John Landolt et Luhann. Gm. et C. L. Chauvin  
J. Sammer & Trosperius/. I

je soussigné Antonio Louis Trosperius vice Consul chargé  
du Consulat de la République française pour le douce  
Caroline & la Gregoire Résidents a Charleston

Certifie à tous qu'il appartiendra que l'expédition  
~~paraphiély~~  
~~par moi~~ de son et des autres parts contenants sept pages soit  
en forme aux originaux visés sur les registres des  
ailes tenus en cette Chancellerie.

Enfin de quo j'ai signé le présente et a celiu apposé  
le Jeudi date consulat. —

Donné au Consulat de la République française  
me et indivisibles a Charleston le 27 floréal l'an 3 de la  
République/. I

(Seal) Trosperius/. I Recorded 29<sup>th</sup> July 1795 by

## South Carolina

This Indenture made the second day of June in the year  
 our Lord one thousand seven hundred and ninety five, Between Abraham  
 Motte Esquire of the State of South Carolina aforesaid of the one part, and  
 General Benjamin Smith and Susannah Quince of the other part. Wit-  
 nefeth that the said Abraham Motte for and in consideration of the sum of  
 Five Shillings Sterling Money to him in hand paid by the said Trustees at an  
 before the sealing and delivery of these presents the Receipt whereof is hereby  
 acknowledged hath granted Bargained and sold and by these presents doth  
 grant bargain and sell unto the said General Benjamin Smith and  
 Susannah Quince All That lot of Land in Charleston containing one hun-  
 dred feet in front and bounded to the Westward on East Bay Street continued  
 and in depth therefrom one hundred and forty feet and bounded to the East on a  
 lot of Land belonging to Sarah McCalister the Wife of James McCalister, and  
 to James Hasel Inman the Brother of the said Sarah McCalister, to the  
 South on Rhet Street, and to the Northward on lands belonging to Mrs. Susan-  
 nah Quince the Mother of the said Mary Quince, which said lot is Part  
 or Parcel of a lot conveyed by Susannah Quince to Abraham Motte on the thir-  
 tieth day of May Anno Domini one thousand seven hundred and ninety  
 five and is divided therefrom by a yellow line. Together with all and  
 singular the Buildings Rights Members and appurtenances whatsoever  
 to the said lot of Land belonging or in any wise appertaining. And  
 the Reversion and Reversions, Remainder and Remainders, Rents  
 Issues and Profits thereof and of every part and parcel thereof.  
 To have and to hold the said lot of Land hereditaments Premises  
 appurtenances above mentioned with every part thereof unto the said  
 General Benjamin Smith and Susannah Quince from the day next  
 before the day of the date of these Presents for and during and unto  
 the full end and term of one whole year from thence next ensuing and  
 fully to be complete and ended, Yielding and paying there-  
 fore at the expiration of the said Term one peppel Corn if the same shall be  
 lawfully demanded. To the Intent that by virtue of these presents, and of  
 the Statute for transferring of uses into Possession the said Gen: Benj: -  
 Smith and Susannah Quince may be in the actual Possession of all and  
 singular the aforesaid Premises and be thereby enabled to accept and  
 take a Grant and Release of the Reversion and Inheritance thereof to and  
 for such uses intents and purposes as will be expressed in a certain  
 Indenture by way of Marriage Settlement intended to be made  
 between the aforesaid Parties and to bear date the day next after  
 the date of these presents. An Witness whereof the said Parties  
 have hereunto set their hands and seal on the day and year first

above written - Abc Motte [ds] Signed Sealed and  
Delivered in the presence of James McCalister Sarah McCalister  
Acknowledged in presence of Darby, Dan'l Jas. Ravenel  
Charleston S.C. Personally appeared Mr Daniel James Ravenel who  
being duly sworn made oath that he was present and heard Abraham  
Motte acknowledge his hand and seal to the foregoing Instrument of  
writing and delivered the same as his Act and Deed to and for the uses  
and purposes therein set forth, and that he the Deponent with Ar-  
thomas Burnham Darby signed their Names as Witnesses to the due  
Acknowledgement and Delivery of the same. Dan'l Jas. Ravenel  
Sworn to the 14<sup>th</sup> day of August 1795 before Stephen Ravenel J.P.  
Recorded 14<sup>th</sup> August 1795

South Carolina

This Indenture made the third day of June in the  
year of our Lord one thousand seven hundred and ninety five Between  
Abraham Motte Esquire of the State of South Carolina of the one part ands  
General Benjamin Smith of Belvedere in North Carolina and Susannah  
Quince of Charleston in the State of South Carolina of the other part,  
Whereas a Marriage by Gods Permision is intended shortly to be had and  
solemnized between the said Abraham Motte and Mary Quince Spinster  
both of the State of South Carolina And whereas the said Abraham Motte  
is desirous of making provision for the future support and maintenance of  
his said intended wife This Indenture witnesseth that for and in consi-  
deration of the natural love and affection which the said Abraham beareth  
to the said Mary, and for and in consideration of the sum of Ten Millings to  
him in hand paid by the said General Benjamin Smith and Susannah  
Quince at and before the sealing and Delivery of these presents the Receipt  
whereof is hereby acknowledged hath granted bargained sold aliened  
remised released conveyed aforesaid transferred and set over and by these  
presents Doth fully freely and absolutely grant bargain sell alien  
remise release convey aforesign transfer and set over unto the said General  
Benjamin Smith and Susannah Quince Trustees aforesaid (in their actual  
possession now being by virtue of a bargain and sale to them thereof  
made for one whole year by Indenture of lease bearing date the day  
next before the day of the date of these presents and by force of the  
Statute for transferring of uses into possession) and the survivor  
of them and his heirs All that Lot of Land in Charleston con-  
taining one hundred feet in front and bounded to the Westward

on East Bay Street continued, and in Depth therefrom one hundred and forty feet, and bounded to the East on a lot of land belonging to Sarah McCalister the Wife of James McCalister and to James Hazel Ancrum the Brother of the said Sarah McCalister, to the South on Rhet Street, and to the Northward on lands belonging to Mrs. Susannah Quince the Mother of the said Mary Quince which said lot of land is part or parcel of a lot conveyed by Susannah Quince to Abraham Motte on the second day of June Anno Domini one thousand seven hundred and ninety five and is divided therefrom by a yellow line, Together with all and singular the Acre-damments Rights Members and Appurtenances whatsoever to the said lot of land belonging or in any wise appertaining, - And the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof and of every part and parcel thereof - To have and to hold the said lot of land and all and singular other the Premises herein before mentioned with each and every of their Rights Members and Appurtenances unto the said Trustees General Benjamin Smith and Susannah Quince and the Survivor of them and his heirs, to the use and behoof of the said General Benj: Smith and Susannah Quince and the Survivor of them and his heirs to preserve the contingent Remainders herein after limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require, But nevertheless in Trust to permit and suffer the said Abraham during the joint lives of him the said Abraham and the said Mary without impeachment of or for any manner of waste to have the use of, and to take and receive the Rents Issues and Profits of all and singular the said Premises to and for his sole Benefit, and from and immediately after the death of the said Mary Quince then to the use and behoof of such Person or Persons, and for such Estate or Estates use and uses, and subject to such limitations, Restrictions and Conditions as the said Mary Quince notwithstanding her present or any future coverture shall by her last Will and Testament or any writing purporting to be her last Will and Testament to be duly executed by her after she shall have attained the age of twenty one years in the presence of three or more credible witnesses, will direct, limit or appoint the said Premises or any part thereof, But if the said Mary should depart this life before she shall have attained the age of twenty one years, or if after she shall have attained that age, she shall depart

this life without making and duly executing her last Will and Testament or any writing purporting to be her last Will and Testament in the presence of three or more credible Witnesses and shall leave issue of her body lawfully begotten and living at the time of her death, Then to the use and behoof of such Child or Children to be equally divided among them if more than one share and share alike as Tenants in Common and not as joint Tenants, And in case the said Mary should depart this life without leaving such Issue and before she shall have attained the age of twenty one years or if after having attained that age she shall depart this life without leaving such Issue, and without making and duly executing such Will or Testamentary appointment as is above mentioned, Then the said Lot of Land shall go to and vest in the said Abraham Motte and his heirs, And the said Abraham Motte for himself his Heirs Executors Administrators and Assigns doth hereby covenant grant and agree to and with the said General Benj<sup>m</sup> Smith and Sus<sup>a</sup> Quince and the Survivor and the heirs of such Survivor in manner following that is to say: that she the said Mary Quince shall have full Power and Authority to make such last Will and Testament or Testamentary appointments or any Instrument of writing purporting to be such and that such Will and Testament or Testamentary appointment or Instrument of writing purporting to be such, shall have the same force and effect notwithstanding her Coverture as if she the said Mary Quince were a Feme Sole, And whereas the said Abraham being desirous of making further provision for the future support of maintenance of the said Mary Quince, This Indenture witnesseth that for and in consideration of the natural love and affection which the said Abraham beareth to the said Mary, and of the further sum of Ten Shillings to him in hand paid by the said General Benjamin Smith and Susannah Quince the Receipt whereof is hereby acknowledged, he the said Abraham doth hereby bind himself his Heirs Executors Administrators and Assigns to the said General Benjamin Smith and Susannah Quince and the Executors and Administrators of the Survivor of them in the sum of one thousand pounds, The said one thousand Pounds to be under and subject to such Uses Trusts Conditions Limitations Restrictions Agreements and Dispositions, and to go to, and vest in the same manner and be liable to the same Contingencies as are made and expressed

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of and concerning the lot of Land above mentioned, M<sup>r</sup> Motte & Co  
whereof the said Parties to these Presents have hereunto set their hands  
and seals on the day and year first above written Ab<sup>t</sup> Motte & Co  
Signed Sealed and Delivered in Presence of James McAlister  
Sarah McAlister, Abraham Motte Esq<sup>r</sup> acknowledged his hand and  
seal to this Instrument of writing and Receipt and delivered the  
same in the presence of us A Darby, Dan<sup>t</sup> Jas<sup>t</sup> Ravenel  
Rec<sup>d</sup> the day and year within written of the within named  
General Benj<sup>t</sup> Smith and Susannah Quince the sum of Ten Shillings  
in full for the consideration within mentioned Ab<sup>t</sup> Motte  
Witness James McAlister, South Carolina Charleston Person  
ally appeared Daniel James Ravenel of the City of Charleston in the  
State aforesaid gentleman who being duly sworn on the Holy  
Evangelists of Almighty God made oath that he was present  
and heard the within named Abraham Motte acknowledge  
his hand and seal to the within Instrument of writing and  
delivered the same as his Act and deed to and for the uses and pur-  
poses therein set forth, that he also heard the said Abraham-  
Motte acknowledge his hand to the Receipt hereon endorsed  
and that he the Deponent with Artemas Burnham Darby  
signed their names as Witnesses to the due Acknowledgement  
and delivery of the same. Dan<sup>t</sup> Jas<sup>t</sup> Ravenel Sworn  
to the 14<sup>th</sup> day of August 1795 before Stephen Ravenel J.P.  
Recorded 14<sup>th</sup> August 1795.

South Carolina

To all whom these Presents may concern James  
Jaffray of Charleston in the State aforesaid Merchant sends greet-  
ing, Whereas a marriage is intended to be shortly had and solemn-  
ized between the said James Jaffray and Mary Adams upon the Contract  
of which marriage the said James Jaffray hath agreed that if the same  
shall take effect that then and notwithstanding the said marriage  
all and singular the estate real and personal whereof the said  
Mary Adams now is possessed of shall be settled and apportioned  
and remain upon the trusts and to and for the uses intents and pur-  
poses herein after thereof expressed and declared that is to say that he  
the said James Jaffray doth hereby agree to grant bargain and  
sell a joint transfer and set over convey and apportion unto James  
Lee and Leighton Wilson of the State aforesaid all and singular

the Estate real and personal of every kind and nature whatsoever of which  
 the said Mary Adams may at the time of the said marriage or at any  
 time during the said marriage be possessed of interested in entitled  
 unto. To have and to hold unto the said James Lee and Leighton  
 Wilson their heirs executors administrators and assigns upon the speci-  
 al trust and confidence and to and for the several uses intents and  
 purposes herein thereof expressed and declared that is to say all and  
 singular the said Estate real and personal shall be accounted rec-  
 koned and taken as a seporate and distinct Estate of and from  
 the estate of him the said James Jaffray and to be no ways liable  
 of subject to the payment of any of his debts but with the profits or  
 increase shall be in trust and to and for the joint and proper  
 use and behoof of the said James Jaffray and Mary his intended wife  
 during their joint lives and upon the decease of either of them then to  
 for the proper use and behoof of the survivor and upon the death of  
 such survivor then to the child if but one and children if more than  
 one of the said James Jaffray and Mary his said intended wife  
 equally to be divided between them share and share alike and to  
 his her or their heirs and assigns for ever, and in default of such  
 child or children then to and for the said James Jaffray his heirs  
 and assigns for ever and his and their proper use and behoof. And upon  
 this further trust that it may be lawful for the said Trustees upon the  
 request of the said James Jaffray and Mary his intended wife express-  
 ed in writing under their hands and seals to sell and dispose of all or  
 any part of the said property at any time hereafter and invest the  
 same in money at interest or other property subject and liable to the  
 same trusts uses intents and purposes herein before expressed and  
 declared. And the said James Jaffray for himself his heirs executors  
 and administrators doth hereby promise covenant and agree to and  
 with the said James Lee and Leighton Wilson that he the said James  
 Jaffray his heirs executors and assigns shall at all times hereafter up-  
 on the reasonable request of the said James Lee and Leighton Wilson  
 & their executors administrators and assigns make make do and execute  
 or cause to be made done and executed all such further and other  
 reasonable acts deeds assurances and conveyances in the law as by  
 their Counsel learned in the law may be advised devised or re-  
 quired for the more perfect conveying settling assuring and con-  
 firming the premises to for and upon the trusts uses intents and  
 purposes.

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purposes herein expressed and declared according to the true intent and meaning of the parties, In Witness whereof the said James Jaffray hath hereunto set his hand and seal this eighteenth day of April in the year of our lord one thousand seven hundred and ninety five - James Jaffray,  
 Sealed and Delivered in the presence of John MacQueen  
 acknowledged in presence of Dan'l J. Ravenel, Charleston,  
 Personally appeared Mr Daniel James Ravenel who being duly  
 sworn made oath that he was present and heard James Jaffray  
 acknowledge his hand and seal to the foregoing Instrument of  
 writing and delivered the same as his Act and Deed to and for the uses and  
 purposes therein set forth and that he the Deponent signed his Name  
 as a Witness to the due Acknowledgement and delivery of the same  
 Dan'l J. Ravenel, Sworn to the 17<sup>th</sup> day of August 1795 before  
 Stephen Ravenel J.P. Recorded 17<sup>th</sup> August 1795

South Carolina

This Indenture made the Ninth day of June in the  
 year of our lord one thousand seven hundred and ninety five. Between  
 Mary Wright Daughter of John Wright late of the State of South Carolina  
 Esquire deceased of the one Part and Keating Simons of the same State  
 Esquire of the other Part. Witnesseth that the said Mary Wright for and  
 in Consideration of the sum of five Shillings to her in hand paid by the  
 said Keating Simons at or before the Sealing and delivery of these pre-  
 sent to /the receipt whereof is hereby acknowledged/ hath granted bargained  
 and sold, and by these presents doth grant bargain and sell unto the said  
 Keating Simons his Executors Administrators and Assigns. All her  
 Right and Title of in and to an undivided moiety of the following  
 plantations or tracts of Land to wit all that plantation or tract of  
 Land, situate lying and being at Wafamsaw purchased of  
 Carey, and also all that plantation or tract of land situate lying and  
 being at Peede purchased of John Palmer Esquire, Together with all  
 and singular the Houses Outhouses, Edifices, Buildings Sheds, Fences  
 Ways Wells, Paths Passages Waters Water courses, lights, Easements, Commodi-  
 ties, Advantages, Emoluments, Privileges, Hereditaments, Rights, Mem-  
 bers and Appurtenances what ever to or upon the said parcel or tract of  
 Land, being belonging or in anywise incident or appertaining thereto  
 or which to or with the same are accepted, reputed, taken, known  
 used held occupied possessed or enjoyed as part parcel or member of  
 the same, and the reversion and reversions, remainder and remainders

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rent Spes and profits thereof and of every part and parcel thereof To have  
and to hold the said Plantations Parcels or Tracts of land and all and  
singular the premises herein before mentioned or meant or intended  
to be hereby granted bargained and sold with their and every of their  
Hereditaments, Rights Members and Appurtenances unto the said Keat-  
ing Simons his Executors, Administrators and Assigns from the day next  
before the day of the date of these presents for and during and unto  
the full end and term of one whole Year from thence next ensuing -  
fully to be completed and ended Yielding and paying therefore un-  
to the said Mary Wright her Heirs and Assigns the Rent of one Pepper  
corn only on the last day of the said term, if the same shall be law-  
fully demanded to the intent and purpose that by virtue of these  
presents, and of the Statute made for transferring uses into possession  
the said Keating Simons may be in the actual possession of all &  
singular the aforesaid premises and be thereby enabled to accept  
and take a grant and release of the reversion and Inheritance thereof  
to him the said Keating Simons his Heirs and Assigns to the uses and  
upon the Trusts thereof to be declared by another Indenture intend-  
ed to bear date the day next after the day of the date hereof. In  
Witness whereof the said Parties to these Presents have hereunto set  
their Hands and Seals on the day and in the year first above  
written

Mary Wright (S)

Signed Sealed and Delivered in the presence of Elizabeth Wright &  
Edward Simons, Received the day of the date of the within five  
Shillings being the full Consideration money therein mentioned  
Witness Elizabeth Wright Edward Simons & Mary Wright  
Charleston District S Personally appeared Edward Simons who  
being duly sworn maketh oath and declares that he was present  
and saw Mary Wright sign seal and as her act and deed deliver the  
within Instrument of writing for the uses intents and purposes therein  
mentioned and that he saw her sign the Recet for the consideration mo-  
ney, and that he saw Elizabeth Wright subscribe her name as a  
witness to both Lease and Receipt Sworn to before me this first  
day of September 1795 Wm Blamyer J.P.C.Q. Recorded  
2 September 1795

South Carolina

This Indenture Tripartite made the  
tenth day of June in the year of our Lord one thousand seven hundred

and ninety five, Between Mary Wright Daughter of John Wright late of  
 the State of South Carolina Esquire deceased of the first part. Heating  
 simons Esquire of the second part and Thomas Rhodes of the State of South  
 Carolina of the third part, Whereas a Marriage is intended to be shortly  
 had and solemnized between the said Mary Wright and the said Thomas  
 Rhodes, And whereas the said Thomas Rhodes hath consented and agreed  
 to settle the property which he shall acquire by his Intermarriage with  
 the said Mary Wright upon the terms and conditions herein after to be expressed  
 which consent is signified by his being party to and joining in the execution  
 of these presents. Now this Indenture witnesseth that in consideration of  
 the premises the said Mary Wright hath granted bargained sold aliened re-  
 minded released conveyed and confirmed and by these presents doth grant  
 bargain sell alien remise release convey and confirm unto the said  
 Heating simons in his actual possession now being by virtue of a bargain  
 and sale to him thereof made for one whole year by Indenture bearing  
 date the day next before the day of the date of these presents, and by force of  
 the Statute for transferring of uses into possession and to his heirs and  
 assigns, All her Right and Title of in and to an undivided moiety of the  
 following Plantations or tracts of Land to wit; all that Plantation or Tract  
 of Land situate lying and being at Wafamsaw purchased of  
 Carey, and also all that Plantation or Tract of Land situate lying and  
 being at Pedee purchased of John Palmer Esquire Together with all and  
 singular the Hereditaments Rights Members and appurtenances  
 whatsoever of or belonging to the said Plantations or Tracts of Land, and  
 the Reversion and Reversions, Remainder and Remainders, Rents Issues  
 and Profits thereof and of every part thereof, And also all the Estate  
 Right, Title, Interest, Inheritance Property Claim and Demane what  
 soever both at law and in Equity of her the said Mary Wright of in or to  
 the said Premises hereby released and every part and parcel thereof  
 and This Indenture further witnesseth that for and in consideration  
 of the premises the said Mary Wright hath granted bargained sold and  
 delivered and by these doth grant bargain sell and deliver unto the  
 said Heating simons his Executors Administrators and Assigns  
 All the following Negroes that is to say Jack, Nanny and Sam and  
 also Sam Betty, Amaritta, Tom, Scipio Nancy, Betty Stewart and Joe  
 to a moiety of which she the said Mary Wright is entitled, and also  
 doth assign and set over to the said Heating simons all her Right  
 Title to all monies due and owing to the Estate of her late Father  
 John Wright deceased, her moiety whereof may amount to the sum

of seven hundred pounds or thereabouts, To have and to hold all and singular the undivided Moiety of the Plantations or Tracts of Land herein before mentioned and hereby released with their Hereditaments and Appurtenances and all and singular the said Negroes Jack, Nanny, and Sam and the Issue and Increase of such as are female and a Moiety of the Negroes Sam, Betty, Anna - ritta, Tom, Scipio, Nancy, Betty Stewart and Joe with the Issue and Increase of such as are female together with a Moiety of the Monies due to the said Estate of the said John Wright, unto the said Keating Simons his Heirs Executors Administrators and Assigns to for or upon the Uses and Trusts herein after to be declared of and concerning the same, that is to say as well touching and concerning the said Lands as the said Negroes and Monies to hold the same to the use of the said Mary Wright until the said Marriage shall take effect and from and after the solemnization of the said Marriage then to the joint use of the said Thomas Rhodes and Mary his intended wife during their joint lives and from and after the death of the said Thomas or Mary then to the use of the Survivor during his or her life, and if there should be no Children or Child of the marriage or if there should be Children or Child and such Children and Child should die during the life of the surviving parent his or her Heirs Executors Administrators and Assigns for ever, But if there should be Issue of the Marriage living at the death of the surviving parent then to the use of such Issue as the said Mary shall leave living at her death to be equally divided among them if more than one, to them their Heirs Executors, Administrators and Assigns for ever; but if only one then to him or her, his or her Heirs Executors, Administrators and Assigns for ever, In Witness whereof the said Parties to these Presents have hereunto set their hands and seals on the day and in the year first above written

Mary Wright *[Signature]*  
Signed Sealed and Delivered in the presence of Thomas Rhodes *[Signature]*  
Elizabeth Wright, Edward Simons *[Signature]* Keating Simons *[Signature]*

Charleston District J.P. Personally appeared Edward Simons who being duly sworn maketh oath that he was present and saw Mary Wright Thomas Rhodes and Keating Simons sign seal and as their act and deed deliver the within Instrument of writing for the uses intents and purposes therein mentioned, and that he also saw Elizabeth Wright subscribe her name as a witness thereto. Sworn to before me this first day of September 1795 W<sup>m</sup> Blamyer J.P.C.D.  
Recorded 2<sup>d</sup> September 1795

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This Indenture made the fifth day of September in the  
 Year of our Lord one thousand seven hundred and ninety five and in the  
 Twentieth year of the Sovereignty and Independence of the United States of  
 America. Between Donald Macleod of Edisto Island in the State of South  
 Carolina aforesaid Gentleman and Elizabeth Bailey Seabrook of the same  
 place Widow of the one part and James Murray and William Seabrook of  
 the same place of the other part. Whereas the said Elizabeth Bailey Sea-  
 brook is Entitled to and possessed of all and singular the Property real  
 and personal herein after mentioned and a Marriage is intended to  
 be shortly had and solemnized between the said Donald Macleod and  
 Elizabeth Bailey Seabrook and it is the desire and will as well of the  
 said Donald Macleod as of the said Elizabeth Bailey Seabrook that  
 the same should be settled in the manner and on the terms herein  
 after expressed. Now this Indenture witnesseth that in consider-  
 ation thereof and also in consideration of ten Shillings Sterling Money  
 by the said James Murray and William Seabrook in hand paid at  
 and before the sealing and Delivery of these Presents, the Receipt where-  
 of is hereby acknowledged they the said Donald Macleod and Eliza-  
 beth Bailey Seabrook have and each of them hath Granted Bar-  
 gained Sold Aliened Remised Released Conveyed and Confirmed  
 and by these Presents do and each of them doth Grant Bargain Sell  
 Alien Remise Release Convey and Confirm unto the said James Murray  
 and William Seabrook in their actual possession now being by con-  
 tract of a Bargain and Sale to them thereof made for one whole  
 year by Indenture bearing date the day next before the day of these  
 Presents and by force of the Statute for transferring Uses in to-  
 possession and the survivors of them and the Heirs Executors and  
 Administrators of such survivors. All that certain Plantation  
 or Tract of land situate lying and being on Edisto Island afore-  
 said Containing two hundred and fifty acres, butting and bound-  
 ing to the South on lands of William Evans to the West on lands of  
 Thomas Seabrook to the North on lands now in the occupation of  
 Mrs Providence Bush and to the East on lands belonging to the  
 Presbyterian Church of Edisto Island aforesaid. Together with all  
 and singular the Houses Outhouses Edifices Buildings Barns yard  
 gardens Orchards Meadows Ways Paths Pergages Wells Waters Water  
 Courses Woods Underwoods Timber and Timber Trees. Heredita-  
 ments Rights Members and Appertenances whatsoever to or-

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upon the said Plantation or Tract of Land standing being belonging or -  
in any wise incident or appertaining and the Reversion and Reversions  
Remainder and Remainders, Rents, Issues and Profits thereof and of every  
Part and Parcel thereof with the Appurtenances, and also all the Estate  
Right Title Interest Property Claim and Demand whatsoever in  
Law or Equity of them the said Donald Macleod and Elizabeth Bailey  
Seabrook or either of them of in and to all and singular the said Premises  
and also all and singular the Slaves herein after named with the  
future issue and increase of such of them as are Females that is to say -  
London Jack, Chloe and her two Children Pinah and London, Betty  
and her two Children Walley and Peg, Girl Hannah, Phoebe, Sancho  
Andrew, James, Cuff, Will, Isaac, Young Isaac, Charles, Taff + +  
Tenah and her three Children Clarissa, Fairy and Tyzah, Young  
Tenah and her two Children Susan and Jacob, slate and her  
Child Cuff, Lucretia and her Child Jean, Pegg and her Child  
Rose, Bess and her Child Bella old Bella, Sampson and May, and  
also those fifty three head of Cattle three Horses a Chaise Household  
Goods and Kitchen Furniture now on the aforesaid Plantation -  
To have and to hold all and singular the said real and personal  
Estate and Premises hereby intended to be bargained sold aliened re-  
leased or Conveyed and any part or parcel thereof with the Appurte-  
nances and the future issue and increase of such of the before + +  
named Slaves as are Females unto the said James Murray and Willi-  
am Seabrook and the Survivor of them and the Heirs Executors and  
Administrators of such Survivor to such Uses and upon such Trusts and  
subject to such limitations and for such intents and purposes as are  
herein after mentioned and expressed of and concerning the same  
that is to say In Trust for the use and behoof of her the said Elizabeth  
Bailey Seabrook according to her use therein before the execution of these Pre-  
sents) untill the due solemnization of the said intended Marriage and  
from and immediately after the solemnization thereof. Then In Trust for  
and to and for the sole use and behoof of her the said Elizabeth Bailey  
Seabrook during the joint lives of them the said Donald Macleod and Eli-  
zabeth Bailey Seabrook without impeachment of or for any manner of  
waste free clear and absolutely discharged of and from the Controul  
Interference and Intermeddling of him the said Donald Macleod and  
to be in no wise subject the present or future Debts Charges or Incumbran-  
ces of the said Donald Macleod or any or either of them but to be as if she

were a Term sole and from and immediately after the determination  
of that Estate to the use and behoof of the said James Murray and  
William Seabrook and the survivor of them and the Heirs Executors and  
Administrators of such survivors to prevent the Contingent remainders  
herein after limited from being defeated or destroyed and for that purpose  
to make entries and bring actions as occasion shall require, But never  
theleps In Trust to permit and suffer the said Donald Macleod and  
Elizabeth Bailey Seabrook during their joint lives to receive use take  
enjoy the rents issues profits and service of all and singular the said  
premises to and for the sole use and benefit of them the said Donald  
Macleod and Elizabeth Bailey Seabrook free clear and absolutely  
discharged of and from the Control interference or intermeddling of  
him the said Donald Macleod and to be in nowise subject to or lia-  
ble for his present or future Debts Charges or incumbrances or  
any or either of them, and from and immediately after the natural  
death of either of the said Donald Macleod or of the said Elizabeth  
Bailey Seabrook then In Trust for and to and for the use and behoof  
of the survivor of them the said Donald Macleod and Elizabeth Bailey  
Seabrook during his or her Natural life without impeachment for  
for any manner of waste and from and immediately after the determi-  
nation of that Estate, Then to the use and behoof of the said James Mur-  
ray and William Seabrook and the survivor of them and the Heirs  
Executors and Administrators of such survivor to preserve the con-  
tingent remainders herein after limited from being defeated  
or destroyed and for that purpose to make entries and bring Acti-  
ons as occasion may require, But nevertheless In Trust to permit  
and suffer the said survivor of them the said Donald Macleod  
and Elizabeth Bailey Seabrook during his or her natural life to  
receive take and enjoy the rents issues profits and service of all  
and singular the said premises to and for his or her own and sole  
use and benefit and from and immediately after the death of the said  
survivor of them the said Donald Macleod and Elizabeth Bailey  
Seabrook, Then In Trust for and to and for the use and behoof of  
such Child or Children of her the said Elizabeth Bailey Seabrook up  
on her Body by the said Donald Macleod to be begotten as shall  
be living at the time of the death of the said survivor of them the  
said Donald Macleod and Elizabeth Bailey Seabrook to be equal-  
ly divided if more than one share and share alike as Tenants  
in Common and not as joint Tenants free clear and absolutely

discharged of and from all any and every further or other limitation  
 Trust or Condition; Provided always that in case either of the said Chil-  
 dren should be then dead leaving a Child or Children then living  
 the Child or Children so left shall represent his her or their Parent  
 and be Entitled to the same Estate Interest or share in the Premises  
 which his her or their Parent would have been Entitled to had  
 he or she lived. But if on the death of either of the said Donald Mac-  
 leod or of the said Elizabeth Bailey Seabrook which ever should first  
 depart this life and no Child or Children on her Body by him begotten  
 shall be living or if such Child or Children should then be living but  
 afterwards and during the life of the survivor of them the said Donald  
 Macleod and Elizabeth Bailey Seabrook such Child or Children should  
 die leaving at his or their death no issue lawfully begotten nor legal  
 Lineal Descendant then living and in either of those cases Then In  
 Trust for and to and for the use and behoof of the said survivor of them  
 the said Donald Macleod and Elizabeth Bailey Seabrook and his  
 or her Heirs Executors Administrators and Assigns free clear and abso-  
 lutely discharged of and from any and every further Trust Limita-  
 tion or Condition And the said Donald Macleod and Elizabeth  
 Bailey Seabrook for themselves do hereby Covenant Promise Grant  
 and Agree to and with the said James Murray and William Sea-  
 brook and the survivors of them and the Heirs Executors and Adminis-  
 trators of such Survivor that in case it should at any time or times  
 hereafter be judged expedient to sell dispose of or change any part  
 of the Personal Estate herein above mentioned to be settled and on all  
 the Parties to this Indenture agreeing to the same in Writing then  
 and in such case it shall and may be lawful for them the said  
 Donald Macleod and Elizabeth Bailey Seabrook jointly and not  
 separately to make good and sufficient Bills of Sale of such parts  
 of said Personal Estate as it may be judged necessary to sell and dis-  
 pose of as aforesaid And the said Donald Macleod and Elizabeth  
 Bailey Seabrook for themselves do hereby further covenant promise  
 grant and agree to and with the said James Murray and William  
 Seabrook and the survivor of them and the Heirs Executors and Adminis-  
 trators of such Survivor that they the said Donald Macleod and  
 Elizabeth Bailey Seabrook and their respective Heirs Executors  
 and Administrators shall and will on their several and respec-  
 tive parts as far as in them lies at any time hereafter at the  
 reasonable

reasonable request of the said James Murray and William Seabrook or either of them or the survivor of them or the Heirs Executors or Administrators of such Survivor makes execute and acknowledge all and every such further or other act matter thing or deed, and any such further or other Conveyances or assurances in the law for the better and more perfectly and compleatly bargaining selling conveying granting and confirming all and singular the premises herein before mentioned according to the true intent and meaning of these Presents, and of the Parties hereto as by the said James Murray and William Seabrook or the survivor of them and the Heirs Executors and Administrators of such Survivor or their or either of their Counsel learned in the Law shall be reasonably advised devised or required. In Witness whereof the said Parties to these Presents have hereunto set their hands and seals on the day and in the year first above-mentioned Don<sup>7</sup> /<sup>th</sup> /<sup>th</sup> McLeod, Elizabeth /<sup>th</sup> /<sup>th</sup> B. Seabrook - Sealed and Delivered in the Presence of W<sup>m</sup> Blacklock, George Buist State of South Carolina City of Charleston. I. Personally appeared The Reverend George Buist who being duly sworn made oath on the Holy Evangelists of Almighty God that he was present and saw Donald McLeod and Elizabeth Bailey Seabrook severally sign seal and as their respective Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein set forth and that he the Deponent with William Blacklock signed their names as witnesses to the due Execution thereof - Sworn to the 7<sup>th</sup> day of September 1795 before Stephen Ravenel J.P. - Recorded 7<sup>th</sup> September 1795

South Carolina

Know all men by these Presents that I Joseph Kirkland am held and obliged unto Henry Kennan of the City of Charleston in trust for Marianne Guerard the Widow and Relict of Benjamin Guerard Esquire deceased in the full and just sum of one thousand Pounds Sterling Money to be paid to the said Henry Kennan or to his certain Attorney Executors Administrators or Assigns to which payment well and truly to be made and done I bind myself my Heirs Executors and Administrators firmly by these Presents, Sealed with my seal and dated the tenth day of March in the year of our Lord one thousand seven hundred and ninety five Whereas a marriage / by Gods permission / is shortly to be had and solemnized between the above bounden Joseph Kirkland and the above

named Marianne Guerard And whereas the said Marianne Guerard is possessed as of her own Property of certain negroes to wit Joe, Belly little Joe Campaign, Marianne, Delia and Betty also of certain Monies at Interest to wit a Bond of Jacob Guerard to the Executors of Benjamin Guerard dated the sixteenth day of December one thousand seven hundred and ninety originally given for the sum of five hundred Pounds and on which there appears to be still due about four hundred Pounds of the Principal which said bond the said Marianne Guerard received in lieu of all Jointure from the Executor of her deceased Husband Benjamin Guerard deceased's Estate; the said Joseph Kirkland in Consideration of the said intended Marriage hath contracted and agreed and hereby doth contract and agree on the said Marriage taking Effect to settle and apure the said Estate of the said Marianne Guerard in possession with the increase of the Female Slaves unto the said Henry Kennan his Heirs Executors Administrators or Assigns as Trustee in this behalf specially nominated and appointed to for and upon the several Uses Trusts Intents and Purposes herein after mentioned and declared of for and concerning the same that is to say In Trust to permit and suffer or else well and sufficiently authorise and empower the said Joseph Kirkland the intended Husband to Receive all & singular the Profits Interest Earnings Increase and gain arising or to arise from all and every part of the said Estate of the said Marianne Guerard as aforesaid during the Continuance of the said intended marriage to & for his own use Benefit and behoof free from the controul of the said Henry Kennan or any other Person or Persons whomsoever and without account to be given for the same, and upon this further Trust that in case at any time during the Continuance of the said Marriage the said Mary Guerard should be minded or desirous of selling or disposing altering changing or exchanging the whole or any part or parcel of the said Estate to which she is now entitled as aforesaid it shall be lawful for her together with the said Joseph Kirkland her intended Husband to give Notice under their hands and seals of such their wish and desire unto the said Henry Kennan his Heirs Executors or Administrators and if such sale and Exchange be approved of by him or them that thereupon the said Joseph Kirkland and Marianne Guerard the intended Husband and Wife of the said Henry Kennan his Heirs Executors or Administrators shall have full Power and Authority to bargain sell convey and dispose alter or exchange the said Trust Estate as the Case may be and the said notice shall or may require Provided always Nevertheless that the monies

Nonies Profits or Gain to arise from such Bargain Sale or Conveyance or the Property to be acquired and received by such Exchange as the case may be shall from and immediately thereafter and at all times hereafter be held and taken by the said Joseph Kirkland his Heirs Executors or Administrators to and upon the several uses trusts intents and purposes herein declared of and concerning the Estate of the said Marianne Guerard hereby meant and intended to be settled and apportioned as aforesaid and to and for no other use Intent Trust or Purpose whatsoever, And upon this further Trust that in Case of the death of the said Marianne Guerard before the said Joseph Kirkland leaving issue then for the use of the said Joseph Kirkland during his Natural life subject to the maintenance Education and Support of said issue and on the death of the said Joseph Kirkland then to the absolute use and behoof of the said issue if more than one share and share alike or in case of the death of the said Marianne Guerard without issue, or leaving issue of the death of such issue under age and unmarried then In Trust that he the said Henry Kennan his Executors and Administrators do and shall deliver up pay apply divide and dispose of the Estate now possessed and enjoyed by the said Marianne Guerard and included and meant to be settled and apportioned as aforesaid unto and among such Person or Persons and in such parts shares proportions ways and manner as she the said Marianne Guerard the intended Wife notwithstanding the said intended Coverture or whether Covert or discovert by any Deed in writing or by her last Will & Testament in writing to be by her duly Executed shall give direct limit or appoint which said Deed in writing or will she the said Marianne Guerard is hereby and by the said Joseph Kirkland her intended Husband hereby enabled and empowered to make but in case of the death of the said Marianne Guerard leaving no issue as aforesaid and without making and executing any Deed or last Will and Testament in manner and form aforesaid, She in trust to hold and apply the Estate now possessed and Enjoyed by the said Marianne Guerard the intended wife to and for the sole and absolute use and Behoof of the said Joseph Kirkland absolutely and for ever, Now the Condition of this Obligation is such that if the above named Joseph Kirkland do and shall whenever thereunto required by the said Henry Kennan his Heirs Executors or Administrators well truly and sufficiently do and perform all and singular the Articles Covenants matters and things above recited and declared so as to settle and secure the Estate

of the said Marianne Glycerard in the way and manner to for and upon  
the several uses Trusts and Purposes aforesaid so as to render the intended  
Settlement to every and all intents and purposes sufficiently full  
Compleat and effectual according to the intention of these presents  
then the above Obligation to be void or else to remain in full force by  
Effect.

*Joseph Kirkland*

Sealed and Delivered in the Presence of the words "of the Female Slaves"  
being first interlined in the nineteenth line of the first page hereof  
before Execution hereof James Mathews, Martha Stewart  
South Carolina Charleston Personally appeared Mr. James Mathews who be-  
ing duly sworn made oath that he was present and saw Joseph Kirk-  
land sign seal and as his Act and Deed deliver the foregoing Instrument  
of writing to and for the uses and purposes therein set forth, and that  
he the Deponent with Mrs. Martha Stewart signed their names as Witus-  
ses to the due Execution thereof, Sworn to the 9<sup>th</sup> day of September 1795  
before Stephen Ravenel J.P. Recorded q<sup>th</sup> September 1795

The State of South Carolina

This Indenture made the seventeenth Day of  
September in the year of our Lord one thousand seven hundred and ninety five  
and in the Twentieth year of the Independence of the United States of America  
Between Mary Dupont, of the Parish of Saint James Goose Creek in the State  
aforesaid. Spinster, and Anthony Bourdeau of the same Parish, Planter of the  
one Part, and Gideon Fancher and Dupont of St. Matthews in the State aforesaid  
Planter of the other Part: Whereas a Marriage is intended to be shortly had and  
solemnized between the said Mary and Anthony, and the said Mary is now  
seized and possessed in her own Right of the Negroes and Slaves herein after  
particularly mentioned, and it is the wish as well of the said Anthony  
as of the said Mary, that a Settlement of the said Slaves should be made  
upon the Terms herein after particularly expressed Now therefore in  
order that the said Wish and Intention of the said Mary and Anthony  
should be carried into Effect, and also in Consideration of five Shillings  
Sterling Money, by the said Gideon Fancher and Dupont to them the said  
Mary and Anthony paid, the Receipt whereof they do hereby acknow-  
ledge she the said Mary Dupont by and with the knowledge Consent  
and Approbation of the said Anthony Bourdeau, which is testified by  
his being a Party hereto hath granted bargained and sold, and by  
these Presents doth grant bargain and sell unto the said Gideon  
Fancher and Dupont and his Executors and Administrators the  
same

Negroes and Slaves hereinafter named, that is to say, Peter, Skilling, Phillips  
 Will, Peggy and Primus, and also Agrippa, Cato, Marcus, April, little Cato  
 Sam, Bella, Tensh, Rinah little Beliah Polly, Bettey, Rachel and Hagar  
 together with the future Issue and Increase of such of the said twenty  
 Slaves as are Females, To have and to hold the said twenty Slaves  
 with the future Issue and Increase of such of them as are Females, unto the  
 said Gideon Fancher and Dupont and his Executors and Administrators  
 upon the special Trust and Confidence following that is to say, In  
 Trust to permit and suffer the said Mary Dupont to have hold and enjoy  
 the use, work, labor and service of the said twenty Slaves and their fu-  
 ture Issue and Increase until the solemnization of the said intended  
 Marriage, and from and immediately after the solemnization thereof, then  
 In Trust to permit and suffer the said Anthony Bourdeau to have hold &  
 enjoy the use work Labour and Service of the said twenty Slaves, and  
 the future Issue and Increase of such of them as are Females for and during  
 the term of the joint lives of them the said Mary and Anthony, and  
 from and immediately after the Death of either of them, the said Mary  
 and Anthony, in case the said Anthony should survive the said Mary, then  
 In Trust for him the said Anthony Bourdeau and his Executors, Admin-  
 istrators and Assigns for ever, free, clear and absolutely discharged, of  
 and from all and every further or other Trust, Condition, limitation  
 or Restriction whatsoever, but if the said Mary Dupont should survive  
 the said Anthony Bourdeau, then as to the six Slaves first above  
 named, In Trust to have and hold the said six Slaves first before  
 named and the future Issue and Increase of such of them as are Fe-  
 males for her the said Mary, and her Executors Administrators and Assigns  
 forever, free clear and absolutely discharged of and from all and every  
 further or other Trust, Condition, limitation or Restriction whatsoever  
 and as to the fourteen Slaves last before named, In Trust to have  
 and hold the said fourteen Slaves last before named and the future  
 Issue and Increase of such of them as are Females, for such Person or Per-  
 sons and for such Estate and Estates, as the said Anthony Bourdeau, by  
 his last Will and Testament duly executed in Writing, or any Writing  
 purporting so to be, shall or may will give limit direct or appoint  
 And in Case the said Mary shall survive the said Anthony, and the  
 said Anthony shall depart this life without leaving any last Will  
 and Testament by him duly executed in Writing, or any Writing  
 purporting so to be, then In Trust to permit and suffer the said  
 Mary, as long as she shall remain the Widow of the said Anthony, to

have hold and enjoy the use work labour and service of theseid fourteen Slaves last beforenamed and the future Issue and Increase of such of them as are Females and from and immediately after the Death or second Marriage of the said Mary whichever shall first happen, then in Trust for such Child or Children of the said Anthony Bourdeau, upon the Body of the said Mary to be begotten, as may be living at such second Marriage or the Death of the said Mary to be equally divided between them, if more than one, and his, her or their Executors Administrators and Assigns for ever share and share alike free clear and absolutely discharged of and from all and every further or other Condition Trust limitation or Restriction whatsoever: and if before the second Marriage or Death of the said Mary, any Child or Children upon her Body by the said Anthony begotten shall have departed this life, leaving Issue lawfully begotten and living at the second Marriage or Death of the said Mary, then such Issue shall represent and be intitled to and shall take the share or shares of his her or their Parent, or respective Parents to be equally divided between them if more than one, share and share alike, and his, her or their Executors Administrators and Assigns for ever free clear and absolutely discharged of and from all and every further or other Trust Condition, Limitation or Restriction whatsoever: But if the said Mary should survive the said Anthony, and the said Anthony shall depart this life without leaving any such Last Will or Testament, or writing purporting so to be duly executed, and without leaving any Child or Children by him, upon the Body of the said Mary begotten which may be living at the second Marriage or Death of the said Mary which ever shall first happen, or if any such Child or Children should be living at the second Marriage or Death of the said Mary, but should all afterwards die, under age and without leaving Issue lawfully begotten and then living, then in Trust to have and hold the said fourteen Slaves last beforenamed for Isaac Bourdeau, the son of Daniel Bourdeau of Charleston in the State aforesaid Esquire and his Executors Administrators and Assigns for ever free clear and absolutely discharged of and from all and all manner of further or other Trust Conditions limitations or Restrictions whatsoever, In Witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands and Seals on the Day and in the year first before written - Mary Dupont /S/ Sealed and Delivered in the Presence - Anthony Bourdeau, /S/ of J.R. May. J.Bourdeau, Personally appeared before me J.R. May who being sworn made oath that he was present when Mary Dupont & Anthony Bourdeau sign their names above & likewise that he saw Isreal Bourdeau sign his name to the above Instrument of writing as an Evidence before H Gray J.2 October 9<sup>th</sup> 1795 Recorded 20<sup>th</sup> October 1795

## This Indenture made

the 16<sup>th</sup> day of September in the year of our Lord one thousand seven hundred and Ninety five. Between Elizabeth Hamilton, Widow of David Hamilton late of Charleston Shipwright deceased and James George of Charleston aforesaid Shipwright of the one part, and William Pritchard Junior of Charleston in the State aforesaid Shipwright and Samuel Harvey of Charleston in the State aforesaid Mariner of the other Part. WITNESSETH that the said Elizabeth Hamilton and James George for and in consideration of the sum of Five Pounds current Money of the said State to them in hand well & truly paid by the said William Pritchard and Samuel Harvey. At and before the sealing and delivery of these presents / the receipt whereof is hereby acknowledged / have bargained and sold and by these presents do bargain and sell unto the said William Pritchard & Samuel Harvey All the Undivided share, part and proportion of her the said Elizabeth and all her Right Title and Interest of in and to all and Singular the Real Estate of her said late Husband David Hamilton deceased with all and Singular the appurtenances thereto belonging or in any wise appertaining and the Reversion and Reversions, Remainder and Remainders thereof, and every part and parcel thereof with the appurtenances. To have and to hold all and Singular the Premises above mentioned and every part and parcel thereof with the appurtenances unto the said William Pritchard and Samuel Harvey their executors and Administrators from the day next before the day of the date of these Presents for and during the full end and Term of one whole year from thence next ensuing and fully to be completed

compleated and ended. Yielding and paying therefore  
 unto the said Elizabeth Hamilton and James George their  
 Executors or Administrators the sum of one pepper corn  
 yearly on the last day of the said Term if the same shall  
 be lawfully demanded. To the intent and purpose that  
 the said William Pitchard and Samuel Harvey by  
 virtue hereof and by force of the Statute for transfer-  
 ring uses and possession may be in Actual possession  
 of the Premises herein before mentioned and may be  
 in Actual possession of the Possessions herein before men-  
 tioned and may thereby en able to accept and take a  
 grant and release of the reversion and Inheritance of  
 the same to them and their Heirs Executors & Admi-  
 nistrators and upon such uses, trusts intents and  
 purposes as in and by the said grant or release  
 shall be thereof directed or declared. In witness  
 whereof the said Parties to these Presents have  
 hereunto interchangably set their Hands and Seals  
 the day and year first above written. Elizabeth Hamil-  
 ton *[Seal]*. James George *[Seal]*. Sealed and deliv-  
 ered in the presence of George Nicholls South Caro-  
 lina *[Signature]* Personally appeared Mr George Nicholls  
 who being duly sworn made oath that he was pre-  
 sent and saw Elizabeth Hamilton and James George severally sign seal and as their respective  
 Act and deed deliver the within Instrument of writing to and for the uses and purposes therein set-  
 forth, and that he the Deponent signed his name  
 as a Witness to the due Execution thereof. At WORCESTER  
 to the 5<sup>th</sup> day of October 1795 before D. Mazyck Esq.  
 South Carolina

This Indenture made

the 15<sup>th</sup> day of Sept<sup>r</sup> in the year of our Lord one thou-  
 sand seven hundred and Ninety five, and of American  
 Independence the twentieth. Between Elizabeth  
 Hamilton

Hamilton Widow of David Hamilton late of Char-  
ton Shipwright deceased, and James George of Char-  
ton aforesaid Shipwright of the one part & Will-  
iam Pritchard Junior of Charleston in the State  
aforesaid Shipwright and Samuel Harvey of  
Charleston in the State aforesaid Manner of the  
other part. WHEREAS a Marriage is intended  
to be shortly had and solemnized between the said  
Elizabeth Hamilton and James George, and the  
said Elizabeth is entitled in her own right to cer-  
tain property herein after particularly mentioned  
which it is the wish of the said Elizabeth Hamilton  
and James George to have settled upon the Terms and in  
the manner herein after particularly mentioned, now  
therefore, the Undersigned Witnesseth that in  
order to carry their said wish into Execution, and also  
in consideration of five Shillings Starting Money by  
the said William Pritchard and Samuel Harvey to the  
said Elizabeth Hamilton and James George paid the Re-  
ceipt whereof they the said Elizabeth Hamilton and  
James George do hereby Acknowledge, they have and  
each of them hath granted, bargained, sold, aliened, releas-  
ed and confirmed and by these presents do and each of  
them doth grant, bargain, sell alien, release, and confirm  
unto the said William Pritchard and Samuel Harvey  
and the Survivor of them his Heirs Executors and Ad-  
ministrators All the Undivided Share part and probation  
of her the said Elizabeth and all her right, title and  
Interest of in and to all and Singular the real and Per-  
sonal Estate of her the said late Husband David Ham-  
ilton deceased To have and to hold all and Singular  
the said premises herein above mentioned with their and  
every of their Appurtenances unto the said William  
Pritchard and Samuel Harvey, and the Survivor of  
them his Heirs Executors and Administrators. UN-  
TIL last to permit and suffer the said Elizabeth  
Hamilton

Hamilton to have hold use and enjoy all and singular  
 the Premises herein before granted bargained, released and con-  
 veyed until the solemnization of the said intended Mar-  
 riage. And from and immediately after the solemniza-  
 tion thereof IN TRUST to permit and suffer her the said  
 Elizabeth notwithstanding her said intended Coverture  
 or any future Coverture to have hold use and enjoy the  
 all and singular the said Premises for and during the  
 Term of her natural life without being in any wise sub-  
 ject to the continual interference or intermeddling of  
 the said James George or any future Husband that she  
 may have or being in any manner liable for his Debts  
 Charges or Incumbrances but to be always enjoyed  
 by her as if she were a female and unmarried. And  
 from and immediately after the death of the said  
 Elizabeth IN TRUST for Elizabeth Pritchard wife  
 of the said William Pritchard, Ann Harvey, Wife of the  
 said Samuel Harvey, David Hamilton, Grizell Hamilton,  
 John Hamilton, Catharine Hamilton, Mary Hamilton &  
 Alexander Hamilton (the Sons and Daughters of the said  
 Elizabeth) and their Heirs Executors ~~and~~ Administrators  
 and Assigns to be equally divided between them share  
 and share alike free clear and absolutely discharged of &  
 from all and every further or other trust condition, limi-  
 tation or restriction whatsoever BUT if either of them  
 the said Elizabeth Pritchard, Ann Harvey, David Hamilton  
 Grizell Hamilton, John Hamilton, Catharine Hamil-  
 ton, Mary Hamilton or Alexander Hamilton, should  
 during the life time of the said Elizabeth Hamilton  
 depart this life leaving issue lawfully begotten and  
 living at the Death of the said Elizabeth Hamilton  
 then such Issue shall represent and take the share of  
 his her or their parent to be equally divided between  
 them if more than one share and share alike. IN WIT-  
 NESS whereof the said Parties to these Presents  
 have <sup>hereunto</sup> interchangeably set their hands and seals the  
 day and year first above written. ~ ~

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Elizabeth Hamton / L.S. James George / S.C.  
Sealed and delivered in the presence of George Nicholls  
South Carolina. I, Personally appeared the George  
<sup>on the Holy Evangelists of Almighty God</sup>  
Nicholls who being duly sworn made Oath that he  
was present and saw Elizabeth Hamton and James  
George severally sign seal and as their respective  
Act & deed deliver the within Instrument of writing  
to and for the uses and purposes therein set  
forth, and that he the Deponent signed his name  
as a Witness to the due Execution thereof. Sworn  
to the 5<sup>th</sup> day of October 1795 before D. Maycock,  
Recorded 10<sup>th</sup> October 1795.

South Carolina

This Indenture made the seventeenth day of November in the year of our Lord one thousand seven hundred and ninety five, between Elizabeth Hyne of Charleston in the State of South Carolina Widow of the one part, and Daniel Doyley Esquire of the other part, Witnessest that the said Elizabeth Hyne for and in consideration of five Shillings to her in hand paid by the said Daniel Doyley the Receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Daniel Doyley all that Plantation or Tract of land being an undivided fourth part of the Tract of land situate in the Parish of Saint Bartholomew devised by the last Will and Testament of her the said Elizabeths Father containing in the whole on or about seven hundred acres of land and butting and bounding on lands now of John Bellinger and on lands now of William Cotesworth Pinckney and the Public Road leading from Edmon Asberry on Ashepoo River to Saltcather Bridge, together with all and singular the Hereditaments, Rights Members and Appurtenances thereto belonging, the Reversion and Reversions, Remainder and Remainders, Rents, Gains and Profits of the said Premises above mentioned with their and every of their Appurtenances, To have and to hold the said Plantation Parcel or Tract of Land, Hereditaments and Premises above mentioned and every Part and Parcel thereof with their and every of their Appurtenances unto the said Daniel Doyley his Executors Administrators and Assigns from the Day of the Date hereof for and during the full End and Term of one whole year from thence next ensuing and fully to be compleat and ended, yielding and paying therefore at the Expiration

of the said year one grain of Indian corn if the same shall be lawfully demanded to the intent that by virtue of these presents and of the Statute for transferring uses into Possession, he the said Daniel Doyley may be in the actual possession of all and singular the said Premises above mentioned - with the Appurtenances, and thereby be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs subject nevertheless to the uses Intents and Purposes to be set forth and expressed in a certain Indenture of Release intended to be executed between the same Parties to bear date the day after the day of the date of these Presents, In Witness whereof the said Parties to these Presents have hereunto set their Hands and seals the Day and year first above written Elizabeth Hyne (s) sealed and Delivered in the presence of Anna Doyley, Charles Webb Received of the within named Daniel Doyley at the time of executing this Indenture the Consideration Money therein mentioned Elizabeth Hyne.

State of South Carolina to wit, Personally appeared Mr. Charles Webb who being duly sworn made oath that he was present and saw Elizabeth Hyne sign seal and as her act and Deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with Anna Doyley signed their Names as Witnesses to the due Execution thereof Sworn to the 19<sup>th</sup> day of November 1795 before J. Mazzyck J.P. & M.

South Carolina This Indenture made the eighteenth day of November in the year of our Lord one thousand seven hundred and ninety five between Elizabeth Hyne Widow of the first Part, Peter Bohun Esq; of the second Part and Daniel Doyley Esq; of the third Part, Whereas a Marriage is by Gods Permission to be shortly had and solemnized by and between the said Elizabeth Hyne and the said Peter Bohun Esq; and whereas the said Elizabeth Hyne is and stands seized of an Estate of Inheritance in fee simple to her and her Heirs of and in a Plantation or Tract of land being an undivided fourth part of Tract of land situate in the Parish of Saint Bartholomew devised by the last Will and Testament of her the said Elizabeths Father containing in the whole on or about seven hundred acres of Land, and butting and bounding on lands now of John Bellinger and on lands now of William Cotesworth Pinckney and the Public Road leading from Edmundsberry on Ashepoo River to Saltkatchee Bridge, and is also possessed of and entitled to a Personal Estate consisting of the following Negroes Malmaduk Nanny, Jenny, Die

Charlotte, George, Betty, Richard, Nan, Diana Sampson, Hannah, Charles, Kate and Dorinda. And whereas in Prospect and Consideration of the said intended Marriage it hath been agreed by and between the said Elizabeth Hyne and the said Peter Bohun Girardeau that all and singular the Estates of her the said Elizabeth above particularly specified and described as well real as personal shall be settled conveyed and disposed of to such uses upon such Trusts and to and for such Intents and Purposes as are herein after mentioned expressed and declared of and concerning the same respectively. Now this Indenture witnesseth that in Pursuance of the said Agreement in Consideration of the said intended Marriage and for and in Consideration of the sum of five Shillings to her the said Elizabeth Hyne in hand paid by the said Daniel Doyley at or before the sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged she the said Elizabeth Hyne with the Privity and consent of the said Peter Bohun Girardeau her intended Husband (testified by his being a Party to and his sealing and Delivery of these Presents) hath granted bargained sold aliened remised released and confirmed and by these Presents doth grant bargain sell alien remise release and confirm unto the said Daniel Doyley (in his actual Possession now being by virtue of a Bargain and Sale to him thereof made for a year by Indenture bearing date the day next before the day of the date of these Presents, and by force of the Statute for transferring Uses into Possession and to his Heirs and Assigns, All that Piece Parcel or Tract of Land situate in the Parish of St. Bartholomew above particularly specified set forth and described, together with all and singular the Hereditaments Rights Members and Appurtenances thereto belonging and the Remainder and Remainders, Reversion and Reversions, Rents Issues and Profits thereof, and every part and parcel thereof, and all the Estate, Right Title Interest Property claim and Demand whatsoever both at Law and Equity of her the said Elizabeth Hyne of in to the said Premises above mentioned and every part thereof, To have and to hold the said Piece Parcel or Tract of Land Hereditaments and Premises above mentioned with every of the Appurtenances unto the said Daniel Doyley his Heirs and Assigns to such uses upon such Trusts and to and for such Intents and Purposes as are herein mentioned expressed and declared of and concerning the same: that is to say to the Use and Behoof of the said Elizabeth Hyne and her Heirs until the said intended Marriage shall take Effect, and from and after the solemnization thereof, then to the Use and Behoof of the said Peter Bohun Girardeau during the joint lives of him the said Peter Bohun Girardeau

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and the said Elizabeth his intended wife without Impeachment of or for  
any manner of waste with full Power and Authority to have receive and  
take the Rents Gains and Profits thereof to his own use and Benefit, And  
from and immediately after the decease of such of them the said Peter  
Bohun Girardeau and Elizabeth his intended wife as shall first happen to  
die, then to the use and Behoof of the said Elizabeth her Heirs and Alijns ab-  
solutely and for ever in case she shall survive the said Peter Bohun  
Girardeau, but if the said Elizabeth shall die before the said Peter Bohun  
Girardeau then to the use and Behoof of such Person or Persons, and for such  
Estate and Estates and in such Parts and Proportions as he the said Eliza-  
beth notwithstanding her coverture shall by any Writing or writings  
under her Hand and Seal attested by two or more credible witnesses or  
by her last Will and Testament in writing or any writing purporting  
to be her last Will and Testament to be by her signed sealed and published  
in the Presence of three credible Witnesses direct him or appoint, and in default  
of such Direction limitation or appointment, Then to the use and Behoof of all  
and every the Child and Children of the said Elizabeth which shall be living  
at the time of her decease their Heirs and Alijns equally to be divided among  
them (if more than one) share and share alike, and in case one or more of the  
said Children shall die before attaining the age of twenty one years or day of  
Marriage, Then as to the share or shares of him her or them, so dying, In Trust  
for the Survivors or others of them their Heirs and Alijns equally to be divided  
among them (if more than one) share and share alike at his her or their re-  
spective age or ages of twenty one years or day or days of Marriage which  
shall first happen, and in case all save one should die before attaining  
the age of twenty one years or day of Marriage or in case there shall be  
but one such Child living at the time of the decease of the said Elizabeth  
Then In Trust for such surviving or only Child his or her Heirs &  
Alijns absolutely and for ever, and in default of such Child or  
Children of the said Elizabeth at the time of her death, then and from  
thenceforth, In Trust and to and for the use and Behoof of the right  
Heirs of the said Elizabeth and to and for no other use Intent or Purpose  
whatever And This Indenture further witnesseth, that in  
further Pursuance of the said recited Agreement in Consideration of  
the said intended Marriage and in Consideration of five Shillings to the  
said Elizabeth Hyne in hand well and truly paid by the said Daniel  
Doyley at or before the sealing and delivery of these Presents the Receipt  
whereof is hereby acknowledged she the said Elizabeth Hyne by and  
with the Consent and approbation of the said Peter Bohun Girardeau  
her intended Husband / testified by his being a Party to and sealing

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and Delivery of these Presents, hath granted bargained sold transferred aforesaid and set over and by these Presents doth grant bargain sell transfer aforesaid and set over to the said Daniel Doyley his Executors Administrators and Assigns all and singular the Negroes above enumerated and specified with their future Issue and Increase, To have and to hold the said Negroes with the future Issue and Increase unto the said Daniel Doyley his Executors Administrators and Assigns upon such Trusts nevertheless and to and for such Intents and Purposes as are herein after particularly expressed and declared of and concerning the same that is to say, In Trust for the said Elizabeth Hyne her Executors Administrators and Assigns untill the said intended marriage shall be solemnized and from and immediately after the solemnization thereof, then upon Trust that the said Daniel Doyley his Executors Administrators and Assigns do and shall permit and suffer the said Peter Bohun Girardeau during the joint-lives of himself and the said Elizabeth Hyne his intended wife to direct and manage the said Negroes and their Issue and Increase and to have and receive and take the Profits Proceeds, Emoluments and advantages of their labor to his own Use and Benefit and from and after the decease of such of them the said Peter Bohun Girardeau and Elizabeth his intended wife as shall first happen to die, then upon Trust that the said Daniel Doyley his Executors Administrators and Assigns shall & do assign grant transfer and deliver all and singular the said Negroes with their Issue and Increase and all the Profits Proceeds and Emoluments and advantages of their labor from thence forth to accrue to the said Elizabeth her Executors Administrators and Assigns absolutely and forever in case she shall survive the said Peter Bohun Girardeau, but if she die before him, then to such Person and Persons and at the time and times and in such Parts and Proportions manner and form as the said Elizabeth notwithstanding her Coverture by any writing or writings under her hand and seal attested by two or more credible witnesses or by her last Will and Testament in writing or any Instrument in writing purporting to be her last Will and Testament to be by her signed sealed and published in the presence of three credible witnesses shall direct limit or appoint to the Intent that the same shall not be liable to the Debts Contracts Engagements or control of the said Peter Bohun Girardeau her intended Husband and in Default of such direction limitation or appointment, then In Trust for all and every the Child and Children of the said Elizabeth which shall be living at the time of her decease their Executors Administrators and Assigns equally.

to be divided between them /if more than one/ share and share alike  
 And in case one or more of the said Children shall die before attaining the age  
 of twenty one years or day of Marriage, then as to the share or shares of him  
 her or them so dying, In Trust for the survivors or others of them their Execu-  
 tors Administrators and Assigns equally to be divided among them if more  
 than one /share and share alike at his/her or their respective age or ages of  
 twenty one years or day or days of Marriage which shall first happen  
 and in case all such Children save one shall die before attaining the  
 age of twenty one years or days of Marriage or there shall be but one  
 such Child living at the time of the decease of the said Elizabeth, then  
 In Trust for such surviving or only Child his or her Executors Admin-  
 istrators and Assigns for ever. And in Default of such Child or Chil-  
 dren of the said Elizabeth at the time of her death, then and from -  
 thenceforth On Trust to and for the Executors and Administrators  
 of the said Elizabeth and to and for no other use Intent and Purpose  
 whatsoever, And the said Peter Bohun Girardeau for himself his Heirs  
 Executors and Administrators doth covenant promise and agree to and with  
 the said Daniel Doyley his Heirs Executors Administrators and Assigns, that  
 he shall not nor will at any time hereafter hinder or obstruct the said  
 Elizabeth his intended wife in making such Disposition, Direction,  
 Limitation or appointment as above mentioned, but that he his Heirs  
 Executors and Administrators shall and will from time to time and  
 at all times hereafter at the Request of the said Daniel Doyley his Heirs  
 Executors or Administrators make do and execute any further and  
 other lawful and reasonable Act Deed or Thing, Acts Deeds or Things for  
 the better enabling her thereto as for the further better and more per-  
 fect granting conveying and assuring assigning and transferring the  
 aforesaid lands Negroes and other hereby assigned Premises unto the  
 said Daniel Doyley his Heirs Executors Administrators and Assigns upon  
 the Trusts and for the Intents and Purposes herein before mentioned ex-  
 pressed and declared of and concerning the same respectively. In witness  
 whereof the said Parties have hereunto set their Hands and  
 Seals on the day and year first above written. Elizabeth Ayre (ss)  
 Sealed and Delivered /an Erasure/  
 being first made from the word .] Peter B. Girardeau (ss)  
 Daniel Doyley (ss)

"alike" near the bottom of the fourth sheet to the end of the same /In  
 Presence of us, the words "or her" being also first interlined in the third  
 sheet Witness Anna Doyley, Charles Webb, Received of the within  
 named Daniel Doyley on the day of the date of the within written  
 document

Indenture the Consideration money therein mentioned Elizabeth Hayne  
 witness Anna Doyley, Charles Webb, State of South Carolina to witness  
 Personally appeared Mr. Charles Webb who being duly sworn made oath that  
 he was present and saw Elizabeth Hayne, Peter Bohun Girardeau and Daniel  
 Doyley severally sign seal and as their respective Act and Deed deli-  
 ver the within Instrument of writing to and for the uses and purposes  
 therein set forth, that he also saw the said Elizabeth Hayne sign the Re-  
 ceipt hereon wrote, and that he the Deponent with Mr. Anna Doyley  
 signed their Names as Witnesses to the due Execution thereof. Given  
 to the 19<sup>th</sup> day of November 1795 before Dillazyck J.P. 2 M. Records  
 19<sup>th</sup> November 1795

State of South Carolina

This Indenture made the twenty sixth day of

August in the year of our Lord one thousand seven hundred and ninety  
 five. Between James Henry Bowler of Charleston District of the one part  
 and Sarah Bradwell Ferguson of Beaufort District of the other part, +,  
 Whereas there is an intention of Marriage between the said James Henry  
 Bowler and the said Sarah Bradwell Ferguson shortly to be solemnized,  
 God willing, and whereas it is the desire and agreement of the  
 said parties and their mutual intention that a Provision shall be made  
 for the said Sarah Bradwell Ferguson out of her own Fortune or Mar-  
 riage Portion, in such manner as to be entirely at her own Disposal  
 at her Death, whether she dies under Coverture the wife of the said James  
 Henry Bowler or survives him, And whereas it is agreed between the  
 parties that the property to be made over to the said Sarah Bradwell  
 Ferguson shall be the whole of her part of the undivided Negroes and  
 Cattle which she is entitled to from her Father's Estate (he died Intestate)  
 Also a certain stock of Neat Cattle which are mark'd with a Crop and upper  
 Slope in one Ear and a Crop and two Slits in the other and branded F M  
 given to her in a Deed of Gift by her Father in his life time and by Willi-  
 am Metforth previous to his Death by Parol gift she to have the full  
 power and absolute right to will or dispose of the said undivided ne-  
 groes and Cattle which she is intitled to from her Father's Estate and the  
 said certain stock of Neat Cattle given to her in a Deed of Gift by her  
 Father and by William Metforth by Parol gift to her Heirs or whomsoever  
 else she thinks proper to them and their Heirs for ever, even should  
 she die under Coverture the wife of the said James Henry Bowler or in  
 case she survives the said James Henry Bowler then the above men-  
 tioned property to be and remain the property of the said Sarah

that it

Bradwell Ferguson her Heirs and Assigns for ever, Provided nevertheless  
 that the said James Henry Bowler shall have the use management and  
 control of the <sup>sup</sup> above mentioned property, and the yearly profits and Emo-  
 luments arising therefrom, to apply and use as he thinks best for  
 their mutual advantage whilst they continue in the marriage state  
 together Now This Indenture witnesseth that the said James Henry  
 Bowler for and in Consideration of the love and regard he beareth to the  
 and Sarah Bradwell Ferguson, and in consequence of the agreement  
 before mentioned and for the further Consideration of the sum of Ten  
 Shillings in hand paid him by James Edward Ferguson brother of the  
 said Sarah Bradwell Ferguson appointed by the parties Trustee to this  
 Marriage Settlement the Receipt whereof is hereby acknowledged hath bar-  
 gained sold and made over and by these presents doth bargain sell and  
 make over unto the said Sarah Bradwell Ferguson as aforesaid her whole  
 part of the Undivided Negroes and Cattle which she is intitled to from  
 her Fathers Estate and the whole Stock of Neat Cattle given to her by her  
 Father and William Netforth as aforesaid, To have and to hold the  
 said Negroes and Neat Cattle unto the said Sarah Bradwell Ferguson  
 her Heirs and Assigns for ever, in manner and form following, that is  
 to say, that the said James Henry Bowler shall have the use of the same  
 whilst they live together for their mutual support, but in case of her the  
 said Sarah Bradwell Ferguson dying whilst under Coverture the wife of  
 the said James Henry Bowler she shall have full power and authority to  
 dispose of and give away by Deed of Gift Will or otherwise the said Negroes  
 and Neat Cattle as before mentioned to her Heirs or any other person or  
 persons whatsoever, to them and their Heirs and Assigns for ever, And in  
 case the said Sarah Bradwell Ferguson shall happen to survive the said  
 James Henry Bowler and become his Widow then the above and aforesaid proper-  
 ty shall be and remain ~~to~~<sup>in</sup> her own lawfull property to her and her Heirs &  
 Assigns for ever, And the said James Henry Bowler for himself his Heirs  
 Executors and Administrators, doth agree to and with the said Sarah Brad-  
 well Ferguson her Heirs Executors Administrators and Assigns either at  
 her Death, or whilst under Coverture the wife of the said James Henry  
 Bowler as aforesaid, or in case of her surviving him and become his wi-  
 dow shall take possession of and keep for their own benefit and behoof  
 for ever, the said Negroes and Neat Cattle above mentioned, without the  
 lett, hindrance or molestation of him the said James Henry Bowler his  
 Heirs Executors Administrators and Assigns or of any other person or  
 persons

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persons whatever, according to the true intent and meaning thereof clearly  
 fairly, and shall not be liable to any debts legacies or Contracts what-  
 ever from the said James Henry Bowler his Heirs Executors Administrators  
 or Assigns. And lastly it is agreed on by the parties to these presents that  
 James Edward Ferguson as aforesaid is and shall be appointed Trustee  
 for the said Sarah Bradwell Ferguson with full power and authority to  
 cause this agreement and Indenture to be put in full force and virtue.  
 In witness whereof the parties to these presents have hereunto inter-  
 changeably set their hands and seals the day and year first above  
 written. James Henry Bowler /&/ Sarah Bradwell Ferguson /&/  
 Sealed and Delivered in presence of us Barkley Ferguson John M.  
 McCullough, & Prince Williams Parish August 26<sup>th</sup> 1795 &  
 A list or Schedule of the Negroes or Slaves amentioned in the forego-  
 ing Deed or Marriage Settlement. Also one third part of about Eight  
 Hundred Head Cattle, which came to her Sarah Bradwell Ferguson  
 from her Father William Ferguson deceased Estate; and a certain  
 Stock of Head Cattle given to the said Sarah Bradwell Ferguson by Willi-  
 am Metforth previous to his death and by her Father William Fergu-  
 son deceased aforesaid vizt N<sup>o</sup> 1 Sandy N<sup>o</sup> 2 January N<sup>o</sup> 3 Titus  
 N<sup>o</sup> 4 Short Hannah N<sup>o</sup> 5 her Child Peg N<sup>o</sup> 6 Flora N<sup>o</sup> 7 Daphne  
 N<sup>o</sup> 8 Young Judy N<sup>o</sup> 9 Hercules N<sup>o</sup> 10 Will N<sup>o</sup> 11 Peter N<sup>o</sup> 12 Isaac  
 N<sup>o</sup> 13 Dick supbrannuated, one third part of about Eight Hundred  
 head Stock Cattle belonging to her Father William Ferguson deceased  
 Estate which fell to her on a division of them. Also a certain Stock  
 of Head Cattle marked with a Crop and upper Slope in one ear and a crop and  
 two Holes in the other, and branded F M given to the Sarah Bradwell  
 Ferguson by William Metforth deceased, previous to his death and by  
 her Father William Ferguson deceased aforesaid. James Henry Bow-  
 ler, Sarah Bradwell Ferguson, Witnes Barkley Ferguson  
 John M. McCullough, South Carolina Beaufort District to wit  
 John M. McCullough being duly sworn maketh oath that he was person-  
 ally present and saw James Henry Bowler and Sarah Bradwell  
 Ferguson sign seal and as their Act and Deed, deliver the foregoing  
 Instrument of writing for the Uses and Purposes therein mentioned, and  
 that he the Deponent and Barkley Ferguson did subscribe their  
 Names thereto as Witnes to the due execution of the said Deed -  
 John M. McCullough, Sworn to before me August y<sup>r</sup>. 29<sup>th</sup> Twenty  
 ninth / 1795 J. Lightwood I.P. M. Recoreded 23 Nov. 1795