

501 Now this Indenture Witnesseth that for the making the said agree-
ment effectual in the Law, and for the preserving the rents issues and pro-
fits of the said Plantations or Tracts of Land above mentioned, and also of
the profits and emoluments arising from the labor of the Negro Slaves
aforesaid, to and for the sole separate and distinct use of the said Mary
Allston, and so that the same shall not be in the power or disposal of the
said Benjamin Huger, nor in any wise subject to the payment of his debts
he the said Benjamin Huger doth for himself his Executors and Adminis-
trators, and for every of them, covenant, promise and agree to and with the
said Benjamin Allston and Joseph Blyth, and the survivor of them, and the
Executors and Administrators of the survivor of them by these presents, —
that notwithstanding the said intended Marriage shall take effect
all the rents issues and profits of the said Plantations or Tracts of Land
aforesaid, and the profits and emoluments arising from the labor of the
said Negro Slaves above mentioned which shall become due and pay-
able to her the said Mary Allston by virtue of the agreement aforesaid, and
also the Reversion and Reversions of the said Plantations or Tracts of Land
shall be accounted reckoned and taken as a separate and distinct Estate
of and from the Estate of him the said Benjamin Huger, and be no wise li-
able or subject to him, or to the payment of any of his debts, but that the
profits and increase that shall hereafter begotten, gained, or made of the
same, be ordered disposed and employed to such person and persons —
and to and for such uses intents and purposes, and in such manner and
form as is herein after declared, that is to say, that the ready Money
arising or accruing out of the said separate and distinct Estate before men-
tioned, either by the rents issues and profits of the said Plantations or Tracts of
Land, or the labor of the said Negro Slaves, shall be at the sole, separate and
absolute disposal of the said Mary Allston notwithstanding her Coverture, as
fully and absolutely as if she were a feme sole and without the interrup-
tion, denial or control of him the said Benjamin Huger, or of any other
person or persons whomsoever, and that all the said separate and distinct
Estate before declared and allotted for the said Mary Allston as aforesaid
shall be had taken held possessed and enjoyed by such person and persons
and for such use and uses as the said Mary Allston shall at any time or times
hereafter during her life, limit devise order or dispose of the same, or any
part thereof, either by a Deed in writing signed sealed and executed by her
in the presence of two or more credible Witnesses, to which Deed the approbation
and consent of the said Benjamin Allston and Joseph Blyth or the survivor of
them or the Executors and Administrators of such Survivor, shall have
been first obtained, or by her last Will and Testament duly executed, And
the said Benjamin Huger doth for himself his Heirs Executors and

Administrators, covenant promise and agree, to and with the said Benjamin Allston and Joseph Blyth, and the survivor of them, and the Executors and Administrators of such survivor, by these presents in manner following, - that is to say, that if the said intended Marriage shall take effect that then the said Benjamin Huger shall and will permit and suffer the said Mary Allston to give grant and dispose of her said separate Estate as she shall think fit in her lifetime, and to make such Deed in writing or last Will and Testament in writing as aforesaid, and thereby to give or order devise limit and appoint her said separate Estate to any person or persons, for any trust use, intent or purpose whatsoever, and that the said Benjamin Huger shall and will permit and suffer such will hereafter to be made by the said Mary Allston, to be duly proved by the Executors in such will named or to be named, and Probate of such Will to be had and taken as is usual, and that the person or persons to whom the said Mary Allston shall give or dispose of her said separate Estate, or any part thereof, by any Deed in writing that shall be signed sealed and executed by her in the presence of two or more credible Witnesses, to which Deed the permission approbation and consent of the said Benjamin Allston and Joseph Blyth or the survivor of them, or the Executors or Administrators of such survivor shall have been first obtained or by her last Will duly executed in writing as aforesaid, shall any may peaceably and quietly have hold occupy possess and enjoy the same, according to the true meaning of such deed gift devise or appointment without any let denial, hindrance or interruption of or by the said Benjamin Huger his Executors Administrators or Assigns or any of them, And also that it shall and may be lawful is and for the said Benjamin Allston and Joseph Blyth and the survivor of them, and the Executors and Administrators of the survivor of them, at any time from and after the said intended marriage shall take effect, to commence any action or suit in law or Equity in the name or names of the said Benjamin Huger and Mary Allston his intended Wife, against any person or persons for the recovery of any sum or sums of money due or to grow due to the said Mary Allston or her said separate Estate as aforesaid, and that the said Benjamin Huger shall not nor will release or discharge any such action or suit, without the special licence or consent in that behalf obtained in writing under the hand of the said Mary Allston where such action or suit shall have been commenced for and on account of the profits and emoluments arising out of the said separate Estate, or without the special licence and consent of the said Benjamin Allston and Joseph Blyth or the survivor of them, or the Executors or Administrators of the survivor of them first had and obtained in writing under their, or some of their hands and seals where such action or suit shall have been commenced

for and on account of the said and Negro Slaves aforesaid, And further that he the said Benjamin Huger shall and will from time to time and at all times hereafter, and from and after the said intended marriage shall take effect, upon the reasonable request, and at the proper costs and charges of the said Benjamin Allston and Joseph Blyth or the survivor of them, or the Executors or Administrators of the survivor of them, make do and execute all and every such further act and acts, thing and things for the better settling recovering and receiving the monies goods and estates of the said Mary Allston allotted and declared for her separate use benefit and disposal as aforesaid, as by the said Benjamin Allston and Joseph Blyth, or the survivor of them, or the Executors or Administrators of the survivor of them, or their or any of their counsel learned in the law shall be reasonably devised advised or required Provided always and it is declared concluded and agreed by and between all the said parties to these presents, and it is the true intent and meaning hereof, and of the said parties herunto, that they the said Benjamin Allston and Joseph Blyth and the survivor of them, and the Executors and Administrators of the survivor of them, shall and may from time to time reimburse satisfy and pay him and themselves out of the said Estate, all such necessary and reasonable charges as they shall sustain or be put unto by reason of their being made parties to these presents, or transacting any thing pursuant thereto, and that neither of them the said Benjamin Allston, Joseph Blyth shall be any ways accountable for the act of the other, or liable to make good any more of the said Estate than what shall really and bonafide come into his hands or custody. In Witness whereof the said parties have hereunto set their hands and seals the day and year first above written. Sealed and delivered in the presence of the words { Mary Allston *1d* } shall have been first obtained being first { Ben^y Huger *1d* } interlined for the fourteenth line of the third page, and the words "and Joseph Blyth" for the fourth page hereof, and the words "to time" for the eleventh line of the said page. Alex^r Collins, William Cuttino, State South Carolina - Georgetown District. Personally appeared William Cuttino before me William Heriot one of the Justices assigned to keep the Peace for said District, who being duly sworn, says he saw Mary Allston and Ben^y Huger sign seal and to their act and deed deliver the within Instrument of writing for the purposes therein mentioned, and that he the said Deponent with Alexander Collins signed their names as Evidences thereto - sworn to before me this 18th April 1796. Will^m Heriot. Recorded 12th May 1796.

This Indenture of three parts made the twenty fourth day of December in the year of our Lord one thousand seven hundred and ninety five, Between William Lehrs of the City of Charleston in the

States of South Carolina Physicians of the first part, Ann Miller of the same City
 and State Widow of the second part and Thomas Leher and Jacob Martin both of
 the City of Charleston in the State aforesaid Gentlemen of the third part -
 Whereas the said Ann Miller is seized in her own right to her and her Heirs
 Assigns for ever in the following negroe Slaves to wit, Adam, Quash, July
 Sampson, Smart, London, Jack, Baliso, Ned, Johnny, Peter, Caesar, Jem-
 my, Cyrus, January, Joe, Davy, George, Guy, March, Sam, Cuffy, Kate,
 Rinah, Dinah, Sarah, Rose, Nancy, old Tenah, Young Tenah, Diana
 the older, Diana the Younger, Hannah, old Kate, old Bella, Young
 Bella, little Ned, Darcus, Bess, and Lucy, And whereas a Marriage
 is intended shortly to be had and solemnized between the said William
 Leher and the said Ann Miller upon the Contract of which Marriage
 it is hereby concluded and agreed by and between them the said William
 Leher and the said Ann Miller, that if the said intended Marriage shall
 take effect and be solemnized that the negroe Slaves above mentioned,
 and all other property both real and personal of which the said Ann
 Miller is seized in her own Right as aforesaid, shall be settled and
 Vested in the said Thomas Leher and Jacob Martin, and the survivor
 of them in such manner and form and for such uses intents and pur-
 poses as are herein limited appointed and expressed and to and for no
 other use intent or purpose whatsoever, Now This Indenture Witness-
 soth that for making this said agreement effectual in the Law and
 also for and in consideration of the sum of ten Shillings Sterling Money
 to the said Ann Miller in hand paid by the said Thomas Leher and
 Jacob Martin at or before the sealing and Delivery of these presents
 the receipt whereof is hereby acknowledged she the said Ann Miller
 hath granted bargained sold and Delivered, and by these presents -
 Doth grant bargain sell and deliver unto the said Thomas Leher &
 Jacob Martin, All those the above mentioned Slaves, to wit Adam Quash
 July, Sampson Smart, London, Jack, Baliso, Ned, Johnny, Peter, Caesar
 Jemmy Cyrus, January, Joe, Davy, George, Guy, March, Sam, Cuffy &
 Kate Rinah, Dinah, Sarah Rose, Nancy, old Tenah, Young Tenah, &
 Diana the older, Diana the Younger, Hannah, old Kate, old Bella
 Young Bella, little Ned, Darcus, Bess, and Lucy, And also all other pro-
 perty both Real and Personal which she the said Ann Miller is seized of
 in her own Right, To have and to hold all and every the said negroes
 and other property herein before mentioned unto the said Thomas Leher &
 the said Jacob Martin their Executors Administrators and Assigns for ever
 upon the several trusts, Nevertheless and to and for the several uses
 intents and purposes herein after mentioned limited and declared of
 and concerning the same, that is to say In Trust for the said Ann
 Miller untill the said intended Marriage shall take effect, and
 from and immediately after the solemnization thereof then

upon trust that the same shall not in any wise be subject or liable to the debts of the said William Lehrs, her intended husband but that the labor income increase and profits of the said slaves shall and may be had used received and taken by the said William Lehrs at his pleasure, for the joint use benefit and behoof of the said William Lehrs and the said Ann Miller during their joint lives and from and immediately after the decease of either of them - then upon further trust that the said Negroes and other property before mentioned shall be valued separated and divided into two equal parts or divisions, the one moiety or half part whereof shall be remain and enure to the survivor of them the said William Lehrs and Ann Miller his or her Executors Administrators or Assigns for ever, and the other moiety or half part of the said Negroes and other property shall be remain and enure to the proper use benefit and behoof of such child or children being issue of the body of the said Ann Miller to be begotten by the said William Lehrs as shall be living at the time of the decease of the said William Lehrs or the said Ann Miller which shall first happen to his or her or their Executors Administrators or Assigns for ever, and in default of such issue then to the survivor or longest liver of them the said William Lehrs and Ann Miller his or her Executors Administrators and Assigns absolutely for ever, that is in case the said William Lehrs or the said Ann Miller should die intestate, but it is hereby understood and agreed upon by and between the said parties to these presents, that the said William Lehrs or the said Ann Miller at their or either of their deaths which shall first happen, shall be entitled authorized and hereby fully empowered to dispose of by Will or otherwise the moiety or half part of the Negroes and other property herein above mentioned, to which they by the foregoing clauses are respectively entitled, to whom and in what manner the said William Lehrs or the said Ann Miller may think proper, and it is hereby further agreed upon and fully understood by and between the said parties herein above mentioned that the said William Lehrs and the said Ann Miller by and with the advice & consent of both or either of the Trustees herein before named, at any time after their intermarriage, shall be and are hereby fully authorized & empowered to sell transfer exchange or dispose of in any manner they may deem proper any or all of the Negroes and other property herein before mentioned and to make any purchases that may by the said William Lehrs and the said Ann Miller be thought for their mutual advantage and to and for no other use intent or purpose whatsoever anything therein before contained to the contrary thereof in any wise notwithstanding. In Witness whereof the said parties have herein to interchangably set their hands and seals dated the day and year first above written William Lehrs (s) Ann Miller (s) Thos. Lehrs (s) Jacob Martin (s) Witnesses Andrew Norris, Lawrence Bryan,

South Carolina Personally appeared Mr. Andrew Rogers who being duly sworn made oath that he was present and saw William Schreyer, Miller, Thomas Dehrie and Jacob Martin 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 Lawrence Ryan signed their names as Witnesses thereto, sworn to the 6th day of June 1796 before John Sanford Deft. 2^d M. Recorded 6th June 1796

South Carolina

This Indenture of the thirtieth day of April in the year of our Lord one thousand seven hundred and ninety six, Between Sarah Horry of Georgetown in the State aforesaid Widow, of the first part, and Peter Nautreux of the said State of the second part, and John Shackelford and Richard Shackelford of the said State of the third part, Whereas the said Sarah Horry is seized to her and her Heirs for ever of a House and Lot of Land situate in Georgetown in the State aforesaid, which said Lot is known and distinguished in the Plan of the said Town by the number one hundred and sixteen (116) measuring in front on Queen Street two hundred and seventy 9/10 feet, to the North East on High Market Street one hundred feet, to the North West on Lot N^o 115, one hundred and seventeen 9/10 feet, and to the South West on Lot N^o 92 one hundred feet, also a Plantation or Tract of Land situate on the South West side of Black River in Prince Georges Parish and State aforesaid, containing twenty acres of Rice Swamp and about six by acres of high Land, Butting and Bounding to the North West on Land of Samuel Wagg, to the North East on the said River, and to the South East on Land of Elizabeth Trapier, also of a Tract of Rice Swamp obliquely opposite, & attached to the said Plantation situate on the North East side of the said River and containing one hundred acres Butting and Bounding to the South West on the said River, to the North West on Land of Ralph Inland and Joseph Wagg, to the North East on Pedee River, and South East on Land of the said Elizabeth Trapier, also of a Tract of Pine Land near Peter's Creek containing two hundred acres, and attached to the said Plantation as Timber Land, and whereas the said Sarah Horry is possessed of and entitled unto sundry Negro and other Slaves, Bonds Judgments, Carriages Stocks of Horses and Cattle and sundry articles of Household and Kitchen Furniture, which are named and expressed in a Schedule thereof herunto annexed and made a part of this deed, to a proportion of which said Negro Slaves Bonds Judgments and Stock, Sarah Glover the Daughter of the said Sarah Horry, will be entitled at the death of the said Sarah Horry by virtue of the last Will and Testament of the late Col^l: Hugh Horry deceased, as reference being thereunto had, will more fully appear

being duly sworn
N. M. Miller. —
and as their re-
writing to and for
Deponent with
down to the 6th
Recorded 6th

made the thirtieth
hundred and nine-
resaid Widow, of the
part, and John
third part, Whereas
a House and Lot of
said Lot is known
number one hundred
undred and seventy
ed feet, to the
and to the South-
Tract of Land situated
Parish and State
about sixty acres
Land of Samuel
East on hand of
ely opposite, &
side of the said
Bounding to the
of Ralph Land
South East on land
near Peter's Creek
Plantation as
essed of and enli-
ments, Carriages
hold and Kitchen
dute thereof her
ion of which said
er the Daughter
of the said Sarah
Col. Hugh Hony
e fully appear
and

507 And whereas a marriage is intended shortly to be had and solemnized be-
tween the said Sarah Hony and the said Peter Hantreux, upon the contract
of which marriage it is hereby concluded and agreed by and between them
the said Sarah Hony and Peter Hantreux, that if the said intended mari-
age shall take effect, the said House and Lot, Plantation and Tracts of
Land, and the said Negro Slaves, Bonds, Judgments, Carriages, Stocks of Horses
and Cattle, Household and Kitchen Furniture, and all her Right and Interest
in the premises, shall be settled and vested in the said John Shackelford and
Richard Shackelford and the survivor of them, and the Executors and Ad-
ministrators of such survivor, in such manner, and form, and for such
uses and intents and purposes as are hereinafter limited appointed and expres-
sed, and to and for no other uses intents and purposes whatsoever, Now.
This Indenture Witnesseth that for making the said agreement effec-
tual in the law, and also for and in consideration of the sum of five pounds
by the said John Shackelford and Richard Shackelford to the said
Sarah Hony paid, at or before the sealing and delivery of these presents, the
receipt whereof is hereby acknowledged she the said Sarah Hony, by and
with the privacy and consent of the said Peter Hantreux, testified by his
being a party to, and the signing sealing and delivery of these presents,
hath granted bargained sold released assigned and delivered, and by
these presents doth grant bargain sell release assign and deliver unto the
said John Shackelford and Richard Shackelford, All that House Lot
of Land in Georgetown aforesaid, also all that Plantation or Tract of Land
on the South West side of Black River aforesaid with the said Tract of Land
on the North East side of the said River, and the said Tract of Land near Peter's
Creek as aforesaid, also the Negro and other Slaves, Bonds Judgments Carria-
ges, Stocks of Horses and Cattle, Household and Kitchen furniture aforesaid
with the future issue and increase of the said Slaves, and all her Right and
Interest in the premises, together with all and singular the Rights Mem-
bers and Appurtenances to the said premises belonging or in any wise inci-
dent or appertaining To have and to hold all and singular the pre-
mises before mentioned unto the said John Shackelford and Richard
Shackelford their Heirs Executors Administrators and Assigns for ever.
In Trust nevertheless to and for the several uses intents and purposes
herein after appointed limited and declared of and concerning the same
that is to say to the use benefit and behoof of the said Sarah Hony until the
said intended Marriage shall take effect, and from and immediately
after the Solemnization thereof, then, upon trust that neither, the said
House and Lot, Plantation, Tracts of Land aforesaid, nor the Rents Issues and
Profits thereof, nor the Bonds, Judgments, Carriages Stocks of Horses and
Cattle, Household and Kitchen Furniture aforesaid, nor the use and

emoluments thereof, nor the Negro and other Slaves aforesaid nor the profits and emoluments arising from the work and labor of the same, shall in anywise be subject to the payment of the debts now due, or to grow due, by the said Peter Hantreux her intended Husband, but that the Rents Issues and Profits of the said House and Lot, Plantation and Tracts of Land and the labor income and profits of the said Negro Slaves and other Slaves, and the use and emoluments of the said Bonds Judgments Carriages, Stocks of Horses and Cattle, after the payment of the debts due by the late Hugh Horry shall and may be had used and taken by the said Peter Hantreux for their joint use, maintenance benefit and behoof of the said Sarah Horry and Peter Hantreux during their joint lives and from and immediately after the decease of the said Sarah Horry, if the said Peter Hantreux shall happen to survive the said Sarah Horry, then one half part of the said Lot, including in the said half part, the Buildings erected on the said Lot, one half part of the said Plantation and Tracts of Land, one half part of the said Negro and other Slaves, Judgments, Bonds Carriages Stocks of Horses and Cattle as aforesaid, and all the Household and Kitchen Furniture aforesaid, to be and remain to the proper use benefit and behoof of the said Peter Hantreux for and during the term of his natural life, and from and immediately after his death, to the right Heirs of the said Sarah Horry and the other half part of the said Lot, Plantation Tracts of Land, Negro Slaves, Bonds, Judgments Carriages and Stocks of Cattle and Horses, to be and remain to such person and persons to whom the said Sarah Horry may by her last Will and Testament made in her life time, and signed by two or more credible Witnesses, shall give devise, limit and appoint the same, but if the said Sarah Horry shall happen to survive the said Peter Hantreux, then the whole of the said House and Lot, Plantation, Tracts of Land, Negro Slaves, Bonds, Judgments Carriages, Stocks of Horses and Cattle and Household and Kitchen Furniture aforesaid, to be and remain to the said Sarah Horry her Heirs Executors Administrators and Assigns forever. And the said Peter Hantreux for himself his Heirs Executors and Administrators doth covenant promise and agree to and with the said John Shackelford and Richard Shackelford and the survivor of them, and the Executors and Administrators of such survivor by these presents in manner following, & that is to say that if the said intended marriage shall take effect, that then the said Peter Hantreux will permit and suffer the said Sarah Horry to make such Will as aforesaid, and thereby to give order limit and devise one half of the House and Lot, Plantation and Tracts of Land Negro and other Slaves, Bonds, Judgments Carriages Stocks of Horses and Cattle and Household and Kitchen Furniture aforesaid to any person or persons for any trust use intent or purpose whatsoever, In Witness whereof the said parties have hereunto set their hands and seals the day & year above written Sarah Horry (Rd) P. Hantreux (Rd) Jn. Shackelford (Rd) R. Shackelford (Rd)

sealed first in eighth page his body of Kinla Horry to as follow broke / L ter Jim Malatto Sam, Ab Chloee Prince, cles of Ho Horry for James D. Sarah Ho sealed a Mitche Mitche Sarah H. Clifford a ments of Cleland Sworn June 17, State of March and in the United first pa late of y cond par Anry h is agreed the said Eliraber of or other as the on

sealed and Delivered in presence of the words "seven hundred" being first interlined for the third line of the first page, the word "after" for the eighth line, and the name "Shackelford" for the fifteenth line of the third page hereof / Cleland Kinloch. Tho^s Mitchell, and the words "the body of" being also effaced from the ninth line of the third page Cleland Kinloch, Tho^s Mitchell. A Schedule of the Personal Property of W^m Sarah Horry to be annexed to a Deed of Marriage Settlement. 52 Negroes named as follows, Quaco, Fender, Murria, Mary, Cudjoe, Flora, Jule, Bella, Pembroke / Little Peter / Philander, Ben, Honey, Mafey, Robert, Charles, (Carpenter Jimmy), Tom, Robin / Little Sam / Deftford, Betty, Cooper George, Jacob / Mulatto George, Hannah and Child / Little Toney / Stephen, Likel, Nanny, Sam, Amey / Little Amey / Eve, Hanibal, Dinah, Peter, Sandy, April, Paddy, Chloce, Adam, (old Flora) Big Toney, Sue, Myra, Sampson, Philip, Aco, July Prince, Stock of Black Cattle, Stock of Horses, Phaeton, Chair, sundry articles of House hold and Kitchen Furniture, Balance due on Bond of Peter Horry for twelve Hundred and fifty Pounds dated Sept. 1st 1790. Bond of James Belin for

Judgment against Richard Withers's Estate Sarah Horry / (Ld) P. Hauteux / (Ld) Jn^t Shackelford / (Ld) R. Shackelford / (Ld) sealed signed and Delivered in presence of Cleland Kinloch, Tho^s Mitchell, State of South Carolina, George Town District, Thomas Mitchell being duly sworn sayeth that he was present and did see Sarah Horry, Peter Hauteux, John Shackelford and Richard Shackelford sign seal and as their Act and Deed deliver the within Instruments of writing for the uses and purposes within mentioned, and that Cleland Kinloch and himself subscribed their names as witnesses thereto sworn before me this 13th May 1796 Will. Harriot. Recorded 16th June 1796

State of South Carolina

This Indenture made the thirty first day of March in the year of our Lord one thousand seven hundred and ninety six and in the twentieth year of the sovereignty and Independence of the United States of America, Between the Reverend Hugh Fraser of the first part, Elizabeth Clegg Porter only Daughter of Benjamin Porter late of Georgetown District in the said State Planter deceased of the second part, and John Porter of Georgetown District aforesaid Planter and Anny his Wife of the third part, Witnesseth that Whereas a marriage is agreed on and intended to be shortly had and solemnized between the said Hugh Fraser, and Elizabeth Clegg Porter, and whereas the said Elizabeth Clegg Porter is lawfully and rightfully seized in and possessed of or otherwise entitled to a considerable Estate both Real and Personal as the only Child of the said Benjamin Porter who died intestate,

And whereas in prospect and consideration of the said intended Marriage - it is agreed that the Negro and other Slaves hereinafter named being the Personal Property aforesaid shall be made over and assigned unto the said John Porter and Mary his Wife and the Survivor of them In Trust nevertheless and to and for the several and respective uses intents and purposes hereinafter mentioned expressed and declared of and concerning the same - and it is also agreed that when and as soon as the said Elizabeth Clegg Porter shall come of age such a Settlement shall be made of her Real Estate in manner hereinafter mentioned, This Indenture also witnesseth that in consideration and contemplation of the said intended Marriage in pursuance of the said agreement and in consideration of ten Milling Sterling she the said Elizabeth Clegg Porter (by and with the consent and approbation of the said Hugh Fraser testified by his being a party to and joining in the execution of these presents) hath granted bargained and sold transferred made over, and assigned and by these presents, Both grant bargain and sell transfer make over and assign unto the said John Porter and Mary his Wife and the Survivor of them and the Executors and Administrators of such Survivor, All and singular the Negro and other Slaves hereinafter named being sixty five in number that is to say - Mingo, Lucy, Prince, Mingo, Kate, Nancy, Phoebe, Sampson, Bunkey, Patty, Jenny, Elly, Peter, Amy, Silvia, Betty, Peter, Jack, Jonah, Hester, Cretia, Lewey, Phoebe, Kagar, Silvia, Polly, Tommy, Mark, Rose, Lavinia, Billy, Letty, Joe, Primus, Sancho, Tyrah, Diana, Sci, Maggy, Frank, Judith, Auction, Ben, Agrippa, Nanny, Sam, Nanny, Doll, Philander, Bunkey - Venus, Kelly, Harry, Roger, George, Kate, Molly, Daphne, Sue, Toney - Bristol, Martilla, Tom, Abraham, and Cudjoe. To have and to hold the sixty five Negro and other Slaves above particularly named together with the future Issue and Increase of such of the said Slaves as are females unto the said John Porter and Mary his Wife and the Survivor of them and the Executors and Administrators of such Survivor, In Trust for the said Elizabeth Clegg Porter until the said intended Marriage shall be solemnized, and take effect; and immediately after the solemnization thereof In Trust for the said Elizabeth Clegg Porter and the said Hugh Fraser her intended Husband during their joint lives, but in confidence that they the said John Porter and Mary his Wife and the Survivor of them and the Executors and Administrators of such Survivor do and shall during the joint lives of the said Hugh Fraser and Elizabeth Clegg Porter his intended Wife well and truly permit and suffer the said Hugh Fraser to take all and singular the said Slaves and the future Issue and Increase of such of them as are females into his possession, and receive take and be entitled to every emolument and advantage that shall or may arise

and accrue from their any or either of their work and labour during that period to his own use benefit and behoof without any restraint control or interruption of or by the said John Porter and during his life or the survivor of them or the Executors or Administrators of such survivor - on any account or pretence whatever, but in case the said Elizabeth Clegg Porter shall die in the life time of her intended husband the said Hugh Fraser then In Trust for him the said Hugh Fraser during the term of his natural life, and immediately after the death of the said Hugh Fraser, In Trust for all and singular the Children of the said Marriage to be solemnized as aforesaid, and the lawful Issue of any such Children as may happen to be dead equally and impartially to be divided between and among them to the only proper use benefit and behoof of such Children their Executors Administrators and Assigns from thenceforth for ever as Tenants in common, but the Issue of any such deceased Child to take on the said division only a Childs part or share in right of the Child such Issue shall represent, but if there shall happen to be but one Child of the said Marriage alive when that contingency shall happen, or if such only Child shall be then dead, but shall have lawful Issue living at that time then In Trust for such only Child or the Issue of such only Child as the case shall happen to be his and their Executors Administrators and Assigns for ever, and in default of such Child or Children of the said Marriage to be solemnized as aforesaid their any or either of their Issue being alive at the time of the decease of the said Elizabeth Clegg Porter, in case she shall happen to die in the life time of the said Hugh Fraser her intended husband or in default of such Child or Children of the said Marriage to be solemnized as aforesaid their any or either of their lawful Issue being alive when the said Hugh Fraser shall depart this life on the contingency of his having survived the said Elizabeth Clegg Porter his intended wife then In Trust for such person or persons as she the said Elizabeth Clegg Porter shall of her own free will and accord think proper to give devise and bequeath the same unto by any Deed or Deeds Writing or Writings to be by her signed sealed and delivered in the presence of two or more credible Witnesses or by her last Will & Testament or any Writing purporting to be her last Will and Testament to be duly executed and to take effect on the contingency of her dying in the life time of the said Hugh Fraser her intended husband, provided nevertheless that the life Estate which the said Hugh Fraser is at all events to have therein is not to be affected or prejudiced thereby, but in case the said Elizabeth Clegg Porter shall survive her intended husband and the said Hugh Fraser that then on such contingency it is the

true intent and meaning of the said Parties and of these Presents, that all and singular the Trusts Conditions and Limitations herein mentioned and contained shall immediately after the decease of the said Hugh Fraser cease determine and become more effectual and the said property both Real and Personal shall immediately become and be to all intents and purposes whatsoever, vested again in the said Elizabeth Clegg Porter to the only proper use benefit and behoof of her the said Elizabeth Clegg Porter the intended Wife of the said Hugh Fraser her Heirs Executors Administrators and Assigns from thenceforth forever, and the said Elizabeth Clegg Porter doth hereby so far as in her lies declare and agree that as soon as she shall attain the age of twenty one years, and so from time to time as she shall be entitled by law to act therein she shall and will do perform consent to join in and execute, and the said Hugh Fraser doth hereby Covenant promise and agree to and with the said John Porter and Mary his Wife and the Survivor of them and the Heirs Executors and Administrators of such Survivor that he will join with the said Elizabeth Clegg Porter his intended Wife in executing and doing all such Deeds Acts, Assurances Matters and Things as shall be requisite and reasonable for granting settling and assuring, all the land which the said Elizabeth Clegg Porter now is or at the time of the solemnization of the said intended Marriage between the said Hugh Fraser and Elizabeth Clegg Porter shall be entitled to or interested in for any Estate of Freehold or Inheritance either in law or Equity by Descent or otherwise, to and for the several uses Intents and purposes hereinbefore mentioned expressed limited and contained as to the sixty five Negroe and other Slaves above particularly settled made over and assigned and on the same Conditions Limitations and Trusts to all intents and purposes whatever as above (as the said Negro or other Slaves) is mentioned and expressed, but as to the life Estate of the said Hugh Fraser in the said land as aforesaid that it is to be without impeachment of waste, and the said Hugh Fraser for himself his Heirs Executors and Administrators doth also hereby Covenant promise and agree to and with the said John Porter and Mary his Wife and the Survivor of them and the Heirs Executors and Administrators of such Survivor that it shall and may be lawful for the said Elizabeth Clegg Porter at any time after the solemnization of the said intended Marriage between them and notwithstanding her Coverture to execute such Deed or Deeds or last Will and Testament as aforesaid, at her Will and Pleasure, but not to take effect and go into operation as aforesaid until immediately after the death of the said Hugh Fraser in case she the said Elizabeth Clegg Porter shall die in the lifetime of the said Hugh Fraser her intended Husband. In Witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands and seals the day and year first above written. Hugh Fraser (ss) sealed and Delivered in the presence of Elizabeth C. Porter (ss) of Mansfield Michan, Wm Dunlop. Williamstown Conn by George Town District. Before me personally appeared William Dunlop who being

duly sworn on the Holy Evangelist of Almighty God maketh oath that he was a Witness to the within Deed and saw the Rev^d Hugh Fraser and Elizabeth Porter sign and seal the within Instrument and likewise saw Manafelt Michau sign his Name as a Witness to the within Deed, Sworn Before me this 30th May 1796 Jonathⁿ Costwick J.P. Recorded 17th June 1796

South Carolina

This Indenture made the Tenth Day of February - in the Year of our Lord one thousand seven hundred and ninety six Between Charlotte Whilden of Charleston in the State aforesaid Widow, sole Executrix and residuary Legatee and Devisee of Joseph Whilden deceased of the one part and James Muirhead of the same place of the other part, Witnesseth that for and in consideration of the Sum of Five Shillings current Money of the said State, then in hand, well and truly paid by the said James Muirhead at and before the sealing and Delivery hereof (the Receipt whereof is hereby acknowledged) hath bargained and sold, and by these presents, doth bargain and sell unto the said James Muirhead his Executors Administrators and Assigns, a certain Lot of Land situate lying and being in the City of Charleston being part of a Piece of Land & divided by the late John Vanderhorst, into Lots and is known in the said Division by the Number twenty three (23) fronting South on Magazine Street and contains forty feet of a side on said Street and two hundred and fourteen feet or thereabouts in Depth from Magazine Street to the Rear of Lot Number thirteen (13) in the said Division and is bounded on the South by Magazine Street to the West by Lot Number twenty four on the North by the Rear of Lot Number thirteen and on the East by the Rear of Lots Number one, two, three, four, five and six in the said Division. Reference being had to the Plat thereof will more fully appear. Together with all and singular the Tenements Hereditaments and Appurtenances whatsoever to the said Lot of Land belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders thereof and every part and parcel thereof. To have and to hold the said Lot of Land and all and singular other the premises &c herein before mentioned and intended to be hereby bargained and sold, and every part and parcel thereof, with their and every of their Appurtenances unto the said James Muirhead his Executors Administrators and Assigns from the day next before the day of the date of these presents for and during the full time 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 therefore unto the said Charlotte Whilden her Executors and Administrators the Rent of one peck of Corn on the last day of the said term, if the same shall be lawfully

demanded, to the intent and purpose that the said James Muirhead by virtue hereof, and by force of the Statutes for transferring of Uses into possession, may be in the actual possession of the premises herein before mentioned and intended to be hereby bargained and sold, and every part and parcel thereof with their and every of their Appurtenances, and may be hereby enabled to accept and take a Grant and Release of the Reversion and Inheritance of the same, to him and his Heirs for ever, In Witness whereof the said Parties to these presents have hereunto interchangeably set their Hands and seals the day and year first above written James Muirhead (ds) signed sealed and Delivered in the presence of James Horne, Charles Wittich & Charlotte Whilden (ds) South Carolina, Personally appeared Mr. James Horne who being duly sworn made oath that he was present and saw James Muirhead and Charlotte Whilden 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 Charles Wittich signed their names as Witnesses to the due Execution thereof, Sworn to the 30th day of June 1796 before Stephen Rarnall

South Carolina

This Indenture Tripartite made the Eleventh day of February in the year of our Lord one thousand seven hundred and ninety six, and in the twentieth Year of American Independence, Between Bayfield Waller of the City of Charleston in the State aforesaid Gentleman of the first part, Charlotte Whilden of the same place Widow, sole Execution and Residuary Legatee and Devisee of Joseph Whilden, her late Husband, deceased of the second part, and James Muirhead of the same place Gentleman (a Trustee nominated and appointed for the purposes hereinafter mentioned) of the third part. Whereas a Marriage is intended by Gods permission shortly to be had and solemnized between the said Bayfield Waller and the said Charlotte Whilden, And whereas the said Charlotte Whilden under and by virtue of the Will of the said Joseph Whilden deceased, at the time of the Execution hereof is and standeth seized and possessed in fee simple to her and her Heirs and Assigns forever, of in and to the Lands & Tenements and Hereditaments hereinafter mentioned and intended to be hereby granted and Released for the purposes after mentioned, And whereas the said Charlotte Whilden is also at the time of the Execution hereof interested in, entitled to and lawfully possessed of the three following negro Slaves that is to say, June a Male Slave and Jenny a Female Slave and her Child Clarissa, And whereas upon the treaty of and previous to the said intended Marriage to be had and solemnized between the said Bayfield Waller and Charlotte Whilden as aforesaid it hath been mutually agreed between them that the said Lands Tenements and Hereditaments of her the said Charlotte Whilden should be by her granted and released

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unto the said James Muirhead his Executors and Administrators to for and upon the
several Uses Trusts Intents and Purposes hereinafter mentioned limited express
and declared of and concerning the same, and that the said Negroe Slaves of
her the said Charlotte Whildon it is also mutually stipulated and agreed
between the Parties aforesaid that they shall be Bargained sold assigned and
delivered unto the said James Muirhead his Executors and Administrators to
for and upon the like several Uses Trusts intents and purposes hereinafter
expressed and declared of and concerning the same, Now this Indenture
Witnesseth that in pursuance and part performance of the above recited
agreement of the said intended Marriage, and in consideration of the sum
of Ten shillings to her the said Charlotte Whildon in hand paid by the said
James Muirhead at or immediately before the sealing and Delivery hereof the
receipt whereof is hereby acknowledged and for divers other good causes and
consideration her the said Charlotte Whildon thereunto specially moving
she the said Charlotte Whildon (by and with the knowledge privity consent
and approbation of the said Bayfield Waller her intended Husband testified by
his being made a party to and executing these presents) Hath granted Bar-
gained sold aliened released conveyed and confirmed, and by these presents
doth grant bargain sell alien release convey and confirm unto the said
James Muirhead in his actual possession now being by virtue of a Deed
of Bargain and Sale to him thereof made by Indenture bearing date the day
next before the day of the date of these presents for one whole year and by force of
the Statute for Transferring Uses into possession made of force in the State
aforesaid and to his Heirs and Assigns, All that lot piece or parcel of land
situate lying and being in the City of Charleston being part and parcel of a
certain piece of land divided by the late John VanKerhorst deceased into
lots and is known in the said Division by the Number Twenty three (or 23) front-
ing to the southward on Magarine Street and contains forty feet of apure on
said Street, and two hundred and fourteen feet or thereabouts in depth
from Magarine Street to the rear of lot number thirteen (or 13) in the said
Division, and is bounded on the south by Magarine Street on the West
by lot number twenty four (24) on the North by the rear of lot number
thirteen (or 13) and on the East by the rear of lots number one, Two, Three, Four
Five and six in the said Division, reference being had to the Plat thereof will
more fully appear, Together with all the tenements Directions Buildings
Hereditaments Members and Appurtenances whatsoever to the said lot piece
or parcel of land belonging or in any wise appertaining, and the Reversion &
Reversions, Remainder and Remainders yearly and other Rents Issues and
Profits thereof, and of every part and parcel thereof, and also all the Estate &
Right Title Interest Property Claim and Demand whatsoever in law or in
Equity of her the said Charlotte Whildon of in and to the said lot piece or parcel
of land above described and of in and to every part and parcel thereof with
the Appurtenances, To have and to hold the said lot piece or parcel of land

and all and singular other the Premises herein before mentioned and every part thereof with the appurtenances unto the said James Muirhead his Heirs and Assigns, nevertheless upon such Trusts and to and for such intents and purposes and under and subject to such Conditions restrictions and Agreements as are hereinafter particularly mentioned expressed and declared of and concerning the same that is to say, upon Trust that he the said James Muirhead shall and do stand possessed thereof for the use benefit and behoof of her the said Charlotte Whildon and her Heirs until the solemnization of the said intended Marriage and from and immediately after the solemnization thereof then in Trust for the sole and separate use benefit and behoof of her the said Charlotte Whildon notwithstanding her intended or any future Coverture without Impeachment of or for any manner of waste other than Voluntary waste in pulling down Houses without rebuilding the same and upon this further Trust to permit and suffer the said Charlotte Whildon to take and receive to her own sole and separate use and without the lett hindrance or controul of her said intended or any future Husband all the rents issues profits or emoluments arising or in any wise accruing from the said Premises and that the same and every part thereof shall remain continue and be at her own free will and pleasure notwithstanding her said intended Marriage, and whether she shall be sole or covert to give and dispose of the same by her last Will and Testament in writing duly executed and attested in the presence of three or more credible Witnesses attesting the same as she the said Charlotte Whildon shall or may think fit and proper, and in default thereof then in Trust for the present Child or Children and the future issue of the said intended Marriage share and share alike as Tenants in Common and not as joint Tenants to them and their Heirs and Assigns for ever And this Indenture further Witnesseth that for the Considerations herein before mentioned she the said Charlotte Whildon hath bargained and sold and by these presents doth bargain sell and deliver over unto him the said James Muirhead all and singular the Negro Slaves following to wit June,anny and Clarissa her Child and the future Issue and Increase of the Female, to have hold receive take and enjoy the same and all benefit and advantage thereupon arising and accruing unto the said James Muirhead his Executors Administrators and Assigns, nevertheless upon such Trusts and to and for such uses intents and purposes as are hereinafter mentioned expressed and declared of and concerning the same that is to say, In Trust for the sole separate and distinct use benefit and behoof of the said Charlotte Whildon until the solemnization of the said intended Marriage, and from and immediately after the solemnization thereof to the only sole and separate use benefit and behoof of her the said Charlotte Whildon notwithstanding her said intended or any future Coverture and to permit and suffer her to remain continue and be in the possession of the said Negroes and every of them and their future issue and increase, and to receive and take all benefit Emoluments and

517 advantage arising from them for her own sole and separate use and behoof
and the said Negroes to be at her absolute will and disposal at the time of her
Death either by Deed or will properly executed and attested, and for want
of or on default thereof then the said Negroes and their future Increase shall
descend go and be absolutely vested in the Children of her the said Char-
lotte Whilden that shall be living at the time of her death more and more
alike as Tenants in common and not as joint Tenants to them and their
Heirs and Assigns for ever, and in case there should happen to be no
Children surviving her the said Charlotte Whilden then and in such
case the aforesaid Trust Premises and every part and parcel thereof, and
also the said Negroes and every of them and their future Increase shall
go and be vested in the Heirs or next of kin of her the said Charlotte
Whilden then Heirs and Assigns for ever, In Witness whereof the said
parties have hereunto set their hands & seals the day & year first
above written. James Muirhead (ss) Charlotte Whilden (ss)
Bayfield Waller (ss) sealed and Delivered (the words "to them and their
Heirs and Assigns for ever" being first Interlined in the fourth line
from the end of the within Deed) in the presence of us James Horne
Charles Wittich, Received on the day of the date of the within Deed of
and from the within named James Muirhead the sum of Ten shillings
being the consideration Money within mentioned to be paid by him to
Charlotte Whilden, Witness hereto James Horne, South Carolina
Personally appeared Mr. James Horne who being duly sworn made oath
that he was present and saw James Muirhead, Charlotte Whilden and
Bayfield Waller 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, that he also saw the said Charlotte Whilden sign the
Receipt hereon indorsed, and that he the Deponent with Charles Witt-
ich signed their names as witnesses to the due execution thereof
sworn to the 30th day of June 1796 before Stephen Ravenel J. C. —
Recorded 30th June 1796

South Carolina

This Indenture made the Twenty ninth day of February in the
year of our Lord one thousand seven hundred and ninety six Between Roger
Moore Smith of the City of Charleston in the State of South Carolina Esquire of the
one part and the Reverend Thomas Frost and Thomas Rhett Smith of the same City
and State Esquire of the other part, Witnesseth that the said Roger Smith in Consi-
deration of the sum of Five shillings to him in hand by the said Thomas Frost
and Thomas Rhett Smith at or 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 Tho-
mas Frost and Thomas Rhett their Executors Administrators and Assigns —
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All that undivided Moiety or half part of a certain Plantation or Tract of land situate lying and being in Saint Paul's Parish called Green's Savannah containing by a survey made thereof in the year of our Lord one thousand seven hundred and thirty four two thousand and eighty acres more or less, Butting and Bounding to the East on land of General William Washington, to the South on lands of General Washington and John Champneys to the West on Ben Bon River and to the North on lands of Pendervis, Lands of Thomas Shubrick and lands of Martin which said Plantation or Tract of land formerly belonged to Richard Shubrick, Together with all and singular the Hereditaments Rights Members and Appurtenances whatsoever to or upon the said Plantation belonging or in any wise incident or appertaining or which to or with the same have been accepted reputed taken known used held occupied or enjoyed as part parcel or member of the same or of any part thereof and the Reversionary Reversions, Remainder and Remainders Rents Issues and Profits thereof and of every part thereof with the appurtenances, To have and to hold the said Plantation and all and singular its Rights Members and Appurtenances hereby bargained and sold unto the said Thomas Frost and Thomas Rhett Smith their Executors Administrators and Assigns from the day next before the day of the Date of these presents for and during and until the full end and Term of one whole year from thence next ensuing and fully to be complete and ended, Yielding and paying therefor unto the said Roger Moore Smith his Heirs and Assigns the Rent of one pepper corn on the last day of the said term if the same shall lawfully demanded, to the Intent and Purpose that by Virtue of these presents and of the Statute made for transferring uses into possession they the said Thomas Frost and Thomas Rhett Smith may be in the actual possession of all and singular the above mentioned premises and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to them their Heirs and Assigns to the uses and upon the Trusts thereof to be declared by another Indenture intended to bear date the day next after the day of the date hereof, In Witness whereof the said parties to these presents have hereunto set their Hands and seals on the day and in the year first above written Tho^t Frost (s) Tho^t Rhett Smith (s) Roger Moore Smith (s)

(s) Signed sealed and Delivered in the presence of Benjamin Smith, Keat Lewis Simons, State of South Carolina, Personally appeared Mr. Keating Lewis Simons who being duly sworn on the Holy Evangelists of Almighty God made oath that he was present and saw Thomas Frost, Tho^t Rhett Smith and Roger Moore Smith severally sign seal and as their act and deed deliver the within Instrument of writing to and for the uses and purposes therein mentioned and that he this Deponent with Benjamin Smith subscribed their names as Witnesses to the due execution of the same - Sworn to this 20th day of May 1796 Before me Qant Smith JP.

South Carolina

This Indenture made the first day of

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March in the year of our Lord one thousand seven hundred and ninety six. Between Roger Moore Smith of the State of South Carolina Esquire of the first part Miss Ann Downes one of the Daughters and Coheirs of Richard Downes Esquire deceased of the second part, and the Reverend Thomas Frost and Thomas Rhett Smith Esquire of the third part. Whereas a Marriage is intended to be solemnly had and solemnized between the said Roger Moore Smith and the said Ann Downes whereby the said Roger Moore Smith will acquire a considerable Estate in consideration whereof he the said Roger Moore Smith hath agreed to settle and secure the sum of twenty thousand Mexican Dollars to the sole and absolute use of the said Ann Downes in case she shall survive him but in case he survives her then with full Power to give and bequeath the said sum or any part thereof to such person or persons and to such use and Uses as she shall see fit by any Instrument or writing purporting to be her last Will and Testament and executed in the Presence of two credible Witnesses Now this Indenture Witnesseth that for the purpose of securing and rendering more effectual the said agreement and in consideration of the Estate which he the said Roger Moore Smith will acquire by the said intended Marriage he the said Roger Moore Smith 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 Thomas Frost and Thomas Rhett Smith (in their actual possession now being by virtue of a Bargain and Sale to them made for one whole year by Indenture bearing the day next before the day of the date of these presents and by force of the Statute for transferring Uses into possession) All that Plantation or Tract of Land known by the name of Green Savannah situate lying and being in the Parish of Saint Paul containing by a survey made thereof in the year of our Lord one thousand seven hundred and thirty four, two thousand and eighty acres more or less Butting and Bounding to the East on Lands of General William Washington to the South on Lands of General Washington and John Champey to the West on Pon Pon River and to the North on Lands of Pendarvis lands of Thomas Shubrick, and Lands of Martin which said Plantation or Tract of Land formerly belonged to Richard Shubrick, and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof, Together with all singular the Houses Edifices Ways Waters Water Courses Rights Members & Appurtenances whatsoever, To have and to hold all and singular the said premises hereby intended to be granted unto the said Thomas Frost and Thomas Rhett Smith their Heirs and Assigns forever to for and subject to such Uses Trusts and Provisions as shall be hereafter expressed of and concerning the same. And this Indenture further Witnesseth that in consideration of the premises the said Roger Moore Smith hath granted bargained and sold and by these presents doth grant bargain

sell and deliver unto the said Thomas Frost and Thomas Rhett Smith all and singular the following Negroes and other slaves (which said slaves were conveyed to him by the said Ann Downes by deed bearing date the twenty ninth day of February last to enable him the more effectually to execute the present Settlement that is to say, Ben, Joe, Timbo, Sena, Violet, Sampson, Bob, March, Kendal, Benah, Toney, Hannah, Clarinda, Kate, Moses Bellah, Frank, Tom, Plymouth, Charlotte, Prince, Black, Jenny, Kate, Delia, Bep, Abigail, Molly, Robin, Abigail, Jimmy, London, Pompey, Sabina, Sussey, Mahmy, Pompey, Daniel, Linda, Lucey, Sam, Nero, Matts, Jenny, Sam, Amy, Billy. To have and to hold all and singular the said slaves and the Issue and Increase of such as are Females unto the said Thomas Frost and Thomas Rhett Smith their Heirs and Administrators, provided always nevertheless that if the Heirs Executors or Administrators of the said Roger Moore Smith do and shall within six Months from and immediately after his death pay over to the said Ann Downes his intended Wife in case she shall survive him, the sum of twenty two thousand Mexican Dollars with Interest thereon at the Rate of seven per Cent from the Day of his Death And Provided also that if the said Roger Moore Smith his Heirs Executors or Administrators do and shall well and truly pay the said sum of twenty two thousand Mexican Dollars to such Person or persons as she the said Ann Downes may give and bequeath the same notwithstanding her Coverture by any Instrument in writing purporting to be her Last Will and Testament and executed in the presence of two Witnesses then these presents shall cease and be utterly void any thing therein contained to the contrary thereof notwithstanding. And the said Roger Moore Smith for himself his Heirs Executors and Administrators doth covenant promise grant and agree to and with the said Thomas Frost and Thomas Rhett Smith and the survivor of them and the Executors or Administrators of such survivor in the manner following that he the said Roger Moore Smith shall and will permit and suffer the said Ann Downes notwithstanding Coverture to make such Instrument or writing purporting to be her Last Will and Testament and therein to give order and dispose of the said sum of Twenty two thousand Mexican Dollars or so much thereof as she shall think fit to any person or persons for any trust use or purpose whatsoever, and the said Ann Downes, Thomas Frost and Thomas Rhett Smith for themselves their Heirs Executors and Administrators doth covenant grant and agree to and with the said Roger Moore Smith his Heirs Executors and Administrators that shall and may be lawful for the said Roger Moore Smith to and with the Consent of the said Thomas Frost, and Thomas Rhett Smith or the survivor of them or the Executors or Administrators of such survivor (such Consent to be signified in writing) to sell and convey the said Plantation and all or any of the Negroes herein mentioned if he the said Roger Moore Smith see fit so to do, Provided he the said

Mem. Dec. 14. 1812. This Settlement was entered by a Sale of the said Plant. & Negroes in 2a Court of the Court of Equity. 1812. B. M. In the 14th day of Dec. 1812. the said Roger Moore Smith was the person who after and before the said settlement was made by the said Roger Moore Smith and the said Thomas Frost and Thomas Rhett Smith and the survivor of them and the Executors or Administrators of such survivor in the manner following that he the said Roger Moore Smith shall and will permit and suffer the said Ann Downes notwithstanding Coverture to make such Instrument or writing purporting to be her Last Will and Testament and therein to give order and dispose of the said sum of Twenty two thousand Mexican Dollars or so much thereof as she shall think fit to any person or persons for any trust use or purpose whatsoever, and the said Ann Downes, Thomas Frost and Thomas Rhett Smith for themselves their Heirs Executors and Administrators doth covenant grant and agree to and with the said Roger Moore Smith his Heirs Executors and Administrators that shall and may be lawful for the said Roger Moore Smith to and with the Consent of the said Thomas Frost, and Thomas Rhett Smith or the survivor of them or the Executors or Administrators of such survivor (such Consent to be signified in writing) to sell and convey the said Plantation and all or any of the Negroes herein mentioned if he the said Roger Moore Smith see fit so to do, Provided he the said

thousand Pounds good and lawful Money of the said State to be paid to the said
 Elizabeth Keyle William Keyle and Sampson Keyle or the survivors of them
 or the Executors Administrators and Assigns of such Survivor 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 seventh
 day of May in the year of our Lord one thousand seven hundred and ninety six
 and in the twentieth year of the sovereignty and Independence of the United
 States of America, Whereas a Marriage is intended to be shortly had and
 solemnized between the above bound James Carson and Elizabeth Keyle -
 Daughter of the aforesaid Elizabeth Keyle; and whereas it is agreed between
 the parties, and the said James Carson doth hereby declare and agree in con-
 sideration of the sum or portion which he is to have and receive with the said
 Elizabeth Keyle his intended Wife, and of the love and affection which he
 bears to her, that in case the said intended Marriage shall take effect by
 the said Elizabeth Keyle shall him survive, that then she the said
 Elizabeth Keyle shall have receive and enjoy to and for her own proper
 use from and out of the Estate Real and Personal of the said James Carson
 the sum of three thousand Pounds lawful Sterling Money of the State of South Carolina
 aforesaid Now the Condition of the above written obligation is such that if
 the said intended Marriage shall take Effect and be solemnized, and that
 he the said James Carson shall happen to depart this life leaving the said
 Elizabeth Keyle his intended Wife him surviving then and in such case
 if the Heirs Executors or Administrators of the said James Carson shall and
 do within one year next after such his decease well and truly pay or cause
 to be paid unto the said Elizabeth Keyle or unto the above named Elizabeth
 Keyle (The Mother) and William Keyle and Sampson Keyle or the survivors or
 survivor of them or the Executors Administrators or Assigns of such Survivor
 in Trust and to and for the use of her the said Elizabeth Keyle or shall and
 do permit him her or them to have receive and enjoy from and out of the
 Real or Personal Estate which the said James Carson or any other person or per-
 sons in trust for him shall be seised or possessed of or which shall belong
 to him at his decease the said sum of three thousand Pounds Sterling Money
 aforesaid for the only proper use of her the said Elizabeth Keyle his intended
 Wife for ever without any let or interruption whatsoever according to the
 agreement of the said parties, and the true intent and meaning of these presents
 then the above obligation shall be void and of no Effect or else the same shall re-
 main in full force and virtue of James Carson (sd) Sealed and Delivered
 in the presence of John Sollic, State of South Carolina, Personally appeared
 Mr. John Sollic who being duly sworn made oath that he was present and
 saw James Carson sign seal and as his Act and Deed deliver the forego-
 ing Instrument of writing to and for the uses and purposes therein set forth
 and that he the Deponent signed his name as a Witness thereto -
 Sworn to the 22^d day of July 1796 before John Sanford Dart Clerk
 Recorded 22^d July 1796

This Indenture bipartite
 made the twenty eighth day of July in the year of our
 Lord one thousand seven hundred and Ninety six. Between
 Francis Joseph Richard a citizen of South Carolina (but
 late of St. Domingo in the West Indies) of the one part &
 Genevieve Richard his Wife of the second part, Jacob De-
 veaux Junior and Peter Reigne of the State aforesaid of
 the other part. Whereas Genevieve Richard Wife
 of the said Francis Joseph was at the time of her
 Intermarriage, lawfully seized and possessed of a consi-
 derable Personal Estate AND whereas since her
 Intermarriage with the said Francis Joseph Rich-
 ard, she purchased with the profits of the Labor and
 proceeds of her Estate the following Negroes and other
 Property to wit Louis, Andre, Laurent, Bernard, Dominique,
 Jean Baptiste, Jean, Jaque, Gille, Pier, Louis, Petronille, Mag-
 dalaine, Agate, Henriette, ^{Margaret} Maria, Catherine, Francais, Sauckay,
 Melaine, Victorie, Louise, Labette, likewise all the Stock
 of Cattle, Hogs, Horses, Sheep, Waggon, Boats and furniture more
 particularly set forth in the Schedule hereunto annexed, as
 will appear more fully by a Receipt taken in her name
 and recorded in the Secretary's Office of the State aforesaid
 AND whereas it is the wish of the said Genevieve that ^{her} the
 property should be secured to her and her Children in a man-
 ner ^{and legal} than is at present by the aforesaid Receipt
 AND whereas for and in consideration of the Love and
 affection he hath for his said Wife Genevieve and for
 and in consideration of the sum of ten Shillings to him
 in hand paid by the said Jacob Deveaux Junior & Peter
 Reigne the Receipt whereof is hereby acknowledged hath
 granted bargained and sold and by these presents doth
 grant bargain and sell unto the said Peter Reigne
 and Jacob Deveaux all and singular the following pro-
 perty to wit Louis, Andre, Laurent, Bernard, Dominique,
 Jean Baptiste, Jean Jaque, Gille, Pier, Louis, Petronille, Magdalaine,
 Agate, Henriette, Margueritte, Marie, Catherine, Francais,
 Sauckay, Melaine, Victorie, Louise, Labette likewise all
 the Stock of Horses Cattle, Furniture, Boats &c as are

hereafter particularly specified in a Schedule of the same
 hereunto annexed to and for the several uses intents and pur-
 poses hereinafter mentioned and set forth, and to and for no
 other use intent and purpose whatsoever, That is to say
 In trust to permit and suffer the said Genevieve Rich-
 ard from time to time and at all times notwithstanding
 her Coverture or whether she shall be sole or married
 to have and possess all and singular the said Negroes
 with the future issue and increase of the female
 as well as to have and possess all and singular the
 property intended to be hereby secured and contained
 in the annexed Schedule and direct and manage them
 in such way and manner as she shall think proper as
 her separate Estate without the controul or intermed-
 dling being in any manner subject or liable to the debts
 or engagements of her Husband but only at her sole and
 separate disposal as fully in all respects as if she were
 sole and unmarried. And upon this further trust
 that they the said Jacob Devaux and Peter Reigns
 and the survivors of them his Executors and Administra-
 tors shall and do assign and deliver and dispose of all
 and singular the said Negroes with their issue and
 increase as well the Stock and Articles therein con-
 tained by the annexed Schedule and the profits thereof
 unto such Person or Persons and for such use and pur-
 poses and in such part and proportions manner and form
 as she the said Genevieve Richard from time to time
 notwithstanding her Coverture and whether she be sole
 or Married by any writings under her hand and seal at-
 tested by two or more credible Witnesses or by her last
 Will and Testament to be by her signed and sealed in the
 presence of the like number of Witnesses, shall di-
 rect give or appoint, and in default of such di-
 rection limitation gift or appointment shall be
 made Then in trust for all and every the Children of
 her the said Genevieve Richard by her present hus-
 band begotten to be equally divided between them

share and share alike as and when they shall respectively attain the age of twenty one years or be married which shall first happen and in case one or more of the said Children shall die before such age or marriage then as to his or her share I trust to the Survivors of them to be equally divided between them as and when they arrive to the age of twenty one or be married which shall first happen. And in case all the said Children but one should die before twenty one or Marriage then I trust for such only Surviving at his or her said age or Marriage and the profits of their Labour in the mean time from and after the decease of the said Genevieve to go and be applied to the maintainance and education of the said ^{children} Children or the increase of his her or their fortunes and Estates as the said trustees shall judge fit. In witness whereof the said Parties to these presents have hereunto set their hands & seals the day and year above written.

Joseph F. Richard ^{last} Sealed and delivered in the presence of Barnwell Deveau Israel D. Deveau. Rec'd the day of the date of the within written Indenture ten Shillings being in full for the consideration Money therein expressed. Joseph F. Richard Witness Barnwell Deveau, Israel D. Deveau.

Schedule of the Property of the within annexed Indenture to wit Louis, Andre, Laurent, Bernar, Dominique Jeanbatiste, Jean Jaques, Gille, Pierre Louis, Petronille, Magdeleine, Agate, Henriette, Margueritte, Marie, Catherine, Francaise, Sauckay, Melaine, Victoire, Louise & Labette twenty two in number, likewise fifty head of Cattle six head of Horses, thirty of Sheep, twenty Hogs, two Wagons, 1 Chair, 1 Sulkey, 16 Chairs, 3 Tables, 1 Large Boat. Received this 28th July 1796. the within schedule of Property for the uses intents & purposes therein expressed & set forth.

Peter Regnie
Witness Barnwell Deveau } Jacob Deveau Junior
Israel D. Deveau }
Charleston's Personally appeared Mr. Barnwell Deveau who being duly sworn made oath that he was present & saw Joseph Francis Richard sign Seal and as his act and

and did deliver the within Instrument of writing to and for the uses and purposes therein set forth, that he also saw the said Joseph Francis Richard sign the Receipt for the Consideration Money, and that he the Deponent with Israel Daniel Deveau signed their names as Witnesses thereto. The Deponent further saith that he was present and saw Peter Reignie and Jacob Deveau Junior sign the above Receipt, and that he the Deponent with Israel Daniel Deveau signed their names as Witnesses thereto. Sworn to the 28th day of July 1796. before Stephen Ravenel 12 Records 28th July 1796

Know all men by these presents that I George Carlton of Charleston district in the State of South Carolina Overseer, am held and firmly bound to Charles Chamberlain of the same district and State, and Trustee unto Sarah Saffiter Sams, Spinster in the Sum of Six hundred Pounds Sterling Money of the said State to be paid to the said Charles Chamberlain or to his certain Attorney his Executors Administrators or assigns, for which payment well truly to be made I bind myself my heirs Executors and Administrators firmly by these presents, sealed with my Seal, dated this tenth day of May in the year of our Lord one thousand seven hundred and Ninety Six, and in the twentieth year of the Independence of the United States of America. Whereas a Marriage is intended to be shortly had solemnized, God willing by and between the above named and bound George Carlton (Overseer) and Sarah Saffiter Sams (Spinster) both of Charleston district in the State of South Carolina. And whereas in consideration of the said intended Marriage, the said George Carlton did agree to enter into a Bond of the above mentioned penalty, conditioned as hereinafter is mentioned. NOW therefore the condition of the above obligation is such

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such if therefore the said Marriage shall take effect & he the said George Carlton shall die in the life time of her the said Sarah Lapiter Sams, his intended Wife, then if the Heirs Executors or Administrators of him the said George Carlton do and shall well and truly pay or cause to be paid into the hands of the above named Charles Chamberlain (appointed Trustee of the said Sarah Lapiter Sams for this special purpose) the sum of Three Hundred Pounds Sterling Money of the State of South Carolina, within six Calendar Months next after the death of him the above bounden George Carlton without fraud, covin or delay, according to the true intent and meaning hereof, for the particular use benefit and behoof of her the said Sarah Lapiter Sams, the intended Wife of the above bound George Carlton and to no other use benefit and behoof whatever then this present written obligation to be null and void, or else to be and remain in full force and virtue.

Signed Sealed and delivered in presence of us William Lawrence

Thomas Elliott. State of South Carolina Charleston District, to wit, Be it remembered that on this ^{sixth} day of July in the year of our Lord one thousand seven hundred and ninety six, Before me William Day Esquire one of the Justices assigned to keep the Peace in Charleston district, personally came and appeared William Lawrence who being duly sworn on the Holy Evangelists of Almighty God, maketh oath and saith that he William Lawrence the deponent was present and saw George Carlton sign Seal and as his act & deed deliver the foregoing Instrument for the uses and purposes therein mentioned & that he the Deponent and Thomas Elliott did subscribe their names thereto, as Witnesses to the due Execution of the same.

William Lawrence Sworn to before me and subscribed by the deponent day & year first above written W. Day J.P.C.D.

Recorded 15th August 1796

This Indenture Tripartite made the second day of [✓] ~~the~~ ^{the} year of our Lord one thousand seven hundred and ninety six, and in the twentieth year of American Independance. Between Ann Milner of Charleston in the State aforesaid Widow of the first part, James Delaire of Charleston aforesaid Merchant of the second part, and Thomas Jones of the same place Esquire of the third part, Whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Ann Milner and the said James Delaire. And whereas the said Ann Milner at the time of executing these presents is lawfully intitled to and possessed of a considerable personal property and estate consisting of the Negroes and other Slaves herein after mentioned and named, and of the goods and Chattels in the List or Schedule hereto annexed particularly expressed and contained, And whereas upon the treaty of and previous to the intended Marriage aforesaid it hath been and is agreed by and between the said Ann Milner and the said James Delaire that the said Slaves, Goods and Chattels of the said Ann Milner, and also all other Property which she may hereafter be entitled to, shall be by her granted, released and assigned to and vested in him the said Thomas Jones his Heirs Executors Administrators and Assigns upon the special Trusts and Confidence and to and for the several uses intents and purposes hereinafter mentioned, limited expressed and declared of and concerning the same. Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the said intended Marriage and also of one Dollar to the said Ann Milner in hand paid the receipt whereof is hereby acknowledged, and for divers other good and sufficient causes and considerations her therunto specially moving her the said Ann Milner by and with the privity and consent of the said James Delaire her intended Husband testified by his being a party to and executing these presents, hath granted bargained and sold, and by these presents doth grant bargain sell and in plain open market deliver unto the said Thomas Jones the following Negro Slaves that is to say, Binah, Flora, Coober, Sarah, Donus, Rachal, and her Child, Murphy, Cloe and Children Tom, Charles Hammond, Peggy and Children Jack, Beck, with the servitude of her son Mulatto Tom for ten years, and also the goods and Chattels, and also all other property which she may hereafter be entitled to, To have and to hold the said Negroes and other Slaves with the future Issue and Increase of the said Females and all and singular the goods Chattels and other Effects mentioned and contained in the List or Schedule hereto annexed and also all other Property, which she may hereafter be entitled to, and which she doth hereby assign transfer and set over unto him the said Thomas Jones his Executors Administrators and Assigns, upon the special Trusts and Confidence, Never theless and to and for the several uses intents and purposes herein and hereby intended to be made, limited and declared of and concerning the same that is to say, in Trust for the said Ann Milner and her Executors Administrators and Assigns absolutely until the said intended Marriage shall take Effect and be solemnized between the said Ann Milner and the said James Delaire, and from and immediately after the solemnization of the said Marriage, then also notwithstanding her Courtship

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In Trust for the sole separate and distinct use benefit and behoof of the said Ann
Milner her Executors Administrators and Assigns for ever, to the intent that as
well the said Estate and every part and parcel thereof as the Rents Issues In
crease and Profits thereof, howsoever arising or happening shall from time to time
and at all times hereafter to be held, had, taken, possessed occupied and enjoyed
by the said Ann Milner and her Executors Administrators or Assigns, or by such
Person or Persons, and for such use or uses, Estate, Intents and Purposes as the
said Ann Milner notwithstanding her Coverture by any Deed or Deeds or
Instruments of Writing whatsoever or by her last Will and Testament in Writing
duly executed, shall give devise bequeath limit sell or dispose of all or any
part of the said Trust Estate, and that the same Estate and Interest, and every part and
parcel thereof, and all the Issues and Profits thereof shall be and remain to the said
Ann Milner her Executors Administrators and Assigns for ever, hereafter as her and
their own proper Estate without the Intervention Intermeddling or controul of
the said James Delaire her intended Husband, or any of his Creditors or any
other person or persons whatsoever, and the said James Delaire for himself his
Heirs Executors and Administrators doth hereby covenant grant promise, con
clude and agree to and with the said Thomas Jones the Trustee aforesaid, and
his Executors and Administrators, that he and they shall and will from time
to time and at all times hereafter peaceably and without suit or molestation
permit and suffer the said Ann Milner, his intended Wife and her Heirs Executors
Administrators or Assigns to have hold occupy possess enjoy, manage and
direct all and singular the said Estate, and the Issues, Increase and Profits thereof
at her Will and Pleasure, and also permit and suffer her the said Ann Milner
to give, grant sell or dispose of at her free Will and Pleasure all or any part
of the said Trust Estate and Profits thereof, or to devise limit or appoint the same
or any part thereof to any person or persons for any use trust intent or purpose
whatsoever, and the Will and Testament of the said Ann Milner, if any there should
happen to be, will permit and suffer without opposition, trouble or offence, to
be duly proved by the Executor or Executors named or to be named therein be
fore the Ordinary (or otherwise proved as may be deemed and held necessary) and
Probate of the same to be had and taken as is usual in cases of Wills, and the Per
son or Persons to whom the said Ann Milner shall give sell devise limit alien
or dispose of all or any part of the said Trust Estate, by any Deed or Deeds, or In
struments of Writing whatsoever or by Will or Testament as aforesaid, shall
may lawfully, peaceably and quietly hold possess and enjoy the same, according
to the true intent and meaning of such gift, grant, bargain, sale, devise
bequest limitation or appointment, without the molestation hindrance
suit or Disturbance of the said James Delaire his Executors Administrators
or Assigns, or any of them, or any of his Creditors or other Person or persons
whatsoever, and also that he the said James Delaire his Heirs Executors Ad
ministrators and Assigns will from time to time and at all times hereafter

at the reasonable request proper Costs and Charges in the Law of the said Trustee (made paid out of the said Trust Estate) make do and execute or cause and procure to be made done and executed; all and every such further and other reasonable and lawful act and acts thing and Things, Devices, Conveyances and assurances in the Law whatsoever, for the further better and more perfect granting, assuring, settling, vesting the said Trust Estate; and every part and parcel thereof, and of the Issue, Increase and Profits thereof to the said Thomas Jones the Trustee aforesaid, and his Heirs Executors and Administrators for ever, In Trust for the use intent and purpose aforesaid, in such way and manner as he or they or his Heirs Executors or Administrators or their or any of their Counsel learned in the Law shall be reasonably devised or advised and required. In Witness whereof the parties to these presents have hereunto set their hands and seals the Day and year first above written Ann Milner (ss) La. Delaire (ss) Tho. Jones (ss) Sealed and Delivered in the presence of Exp. Gautier. fronty. Received on the day and year within mentioned of and from the within named Thomas Jones the sum of one Dollar in full for the Consideration Money within mentioned. Ann Milner, Witnesses Ch. Carrere, fronty. Charleston ss. Personally appeared Monsieur Fronty who being duly sworn made oath that he was present and saw Ann Milner, James Delaire and Thomas Jones 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 Deponent with Exp. Gautier signed their names as Witnesses thereto that he also saw the said Ann Milner sign the above Receipt and that he the Deponent with Ch. Carrere signed their names as Witnesses thereto. Subscribed the 31 Day of August 1796 before Stephen Ravenel J. L. Recorded 3 Aug. 1796

South Carolina

This Indenture Tripartite made the fourteenth day of September in the year of our Lord one thousand seven hundred and ninety six, Between Miss Rebecca Pinckney of the City of Charleston in the State of South Carolina Spinster of the first part, and Charles Pinckney and Thomas Odingsell Elliott of the same City and State Esquires of the second part, and Benjamin Hobbs of St. Bartholomews Parish in the State aforesaid Esquire of the third part, Whereas a marriage is intended to be shortly had and solemnized between the said Benjamin Hobbs and the said Rebecca Pinckney and it has been agreed by the said Benjamin and Rebecca that the Real and Personal Property herein after mentioned shall be settled in manner herein after specified. Now This Indenture Witnesseth that for and in consideration of the said marriage to be had and solemnized and also for the settling and conveying of the land and likewise the Negroes herein after mentioned, and also for divers other good and valuable considerations her the said Rebecca Pinckney thereunto moving, she the said Rebecca Pinckney hath granted, bargained sold aliened assigned demised set over and confirmed, and by these presents for herself and her Heirs, doth grant bargain sell alien assign demise set over and confirm unto the said Charles

the said Trustee shall
and procure to be
reasonable and law-
ances in the de-
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and of the said In-
reased, and his heirs
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Parties to these pre-
ear first above.
(U) Sealed and
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in mentioned -
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and Thomas Jones
liver the foregoing
in set forth, and
as Witnesses thereto
and that he be-
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dated 31 Aug. 1796

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Hate Esquires of
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531 Pinckney and Thomas Odengell Elliott and to the survivor of them and to the
Executors Administrators and Assigns of such survivor. All that Piece or Par-
cel of Land late the property of Charles Pinckney Esquire deceased in his life-
time, and at the time of his death, and which at the division of his Estate was allotted
to his Daughter the above named Rebecca Pinckney party hereto, and which
was lately occupied by Peter Smith Esquire, and is now held by Mrs. Har-
riett Horry, and which was leased to the said Charles Pinckney and his Assigns
by the vestry and Church Wardens of the Parish of St. Philips Charleston for
thirty years, and from that period renewable every thirty years for ever
agreeably to the terms of the said lease, situate lying and being in Beaufain
Street in the City of Charleston and State aforesaid, known in the Plat of the said
lybe lands by the number and containing in Front on the said Street
feet and in depth feet more or less, and Butting and Bound-
ing Northwardly on Wentworth Street, Eastwardly on lands belonging to
and on lands of the Nipcharrains, Southwardly on the said
Beaufain Street, and Westwardly on a House and Lot now in the occupa-
tion of William Greenwood Esquire and sold by the said Charles Pinckney
in his lifetime to Andrew Lord now deceased, Together with all Houses Outhouses
Edifices, Buildings Hay, Poths, Waters Water Courses, Basements, Advantages
Emoluments, Hereditaments and Appurtenances whatsoever to the said Lot of Land
belonging or in any wise appertaining, or which to and with the same now
are or at any times heretofore have been held, used occupied, accepted reputed
taken or known as part parcel or member thereof or of any part thereof, and
the Reversion and Reversions, Remainder and Remainders, Rents Issues and
Profits of all and singular the said premises, and every part and parcel thereof
with the Appurtenances, and also the right of renewal of the said lease for-
ever agreeably to the terms thereof, and all the Estate Right Title Interest Pro-
perty Claim or Demand whatsoever of her the said Miss Rebecca Pinckney of
in and to the said premises and every part and parcel thereof, To have and
to hold the said Lot of Land aforesaid and all and singular the premises
hereby granted and confirmed, or mentioned, or intended so to be, with
their and every of their Appurtenances, and all the privileges, rights of
renewal, and advantages appertaining to the said Lease, unto the said
Thomas Odengell Elliott and Charles Pinckney and the survivor of them
and the Executors Administrators and Assigns of such survivor, to for
upon the several Trusts Uses Intents and purposes herein after mentioned
expressed and declared and to and for no other use intent or purpose what-
soever that is to say, to the use and behoof of the said Miss Rebecca Pinck-
ney according to her Estate and Interest now therein until the said
intended marriage be had and solemnized, and from and after the sole-
mnization thereof, then for the use and behoof of the said Benjamin and
Rebecca during their joint lives without impeachment of or for
any manner of waste, the said Benjamin to be entitled to take and accept

the rents and profits of all and singular the premises and every part and parcel thereof with the appurtenances during the said term of their said joint and natural lives but the land and premises aforesaid are however not to be subject to the present or future debts or incumbrances of the said Benjamin Webb, and from and after the determination of that Estate then to the use of the said Charles Pinckney and Thomas Odengell Elliott and the survivor of them, and the Executors and Administrators of such Survivor during the joint lives of the said Benjamin and Rebecca upon Trust to support and preserve the contingent uses and remainders herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, but nevertheless to permit and suffer the said Benjamin Webb during the joint natural lives of them the said Benjamin and the said Rebecca to receive and take the rents and profits thereof as aforesaid, and from and immediately after his decease in case he should die before the said Rebecca, then to the use of the said Rebecca according to the respective Estate and Interest she now has in the premises discharged of all trusts whatsoever, but if the said Rebecca should depart this life before the said Benjamin the same shall be to the only use and behoof of such Child or Children of the said Benjamin on the body of the said Rebecca to be begotten, and the Heirs of the Body of such Child or Children, and for default of such issue, then to the only use and behoof of such person or persons and for such estate and estates as the said Rebecca by any Deed or by her last Will and Testament or by any instrument of writing purporting to be her last Will and Testament duly executed under her hand in the presence of two or more credible witnesses shall appoint order or limit the same, and for default of such appointment then to such person or persons as shall be entitled to the same agreeably to the act for the abolition of the rights of primogeniture. And This Indenture further witnesseth that she the Rebecca for the consideration herein before mentioned, hath granted bargained sold and delivered, and by these presents doth grant bargain sell and deliver unto the said Charles ~~Pinckney~~ ^{Pinckney} and Thomas Odengell Elliott the survivor of them and the Executors Administrators and Assigns of such Survivor all and singular the Negroes hereinafter mentioned and which were allotted to her as her proportion of the Negroes belonging to her said Father's Estate, that is to say, Roger, Coomba, Kate, Joseph, Phillis, Tom, Cinda, Fanny, Mary, Will, Dina, Cupid, Amey, York, Jenny, Cyrus, January, Sue, Felima, Maria Lucy, Daniel, Maria, Paul, Judy, Sampson, Wally, July, Rilla, Agga, Betty, Abraham, Duff, Calo, Ranger, Jack, Jack Carpenter, Cuffy, Dick, Frank, Adam, Lemmy, Will, Ranger, Titus, Fortune, Sarah, Skipio, Moora, Chance, Deborah, Seena, Benjy, Ned, Lucy, Toby, Israel, Phoebe and Nicholas, together with the issue and Increase of such of the said Negroes as are female, since the said allotment, and also their future Issue and Increase, To have

and to hold the said Negroes and the present and future Issue and Increase of such as are female to for and upon the several Uses Trusts Intent and Purposes hereinafter mentioned and expressed that is to say. Upon Trust and to the use and behoof of the said Miss Rebecca Pinckney untill the said intended marriage be had and solemnized according to her estate and Interest now therein, and from and after the solemnization thereof then to the use and behoof the said Benjamin and Rebecca during their joint natural lives, the said Benjamin well to be entitled to take accept and receive the labour hire and profits of the said Negro Slaves and of the present and future issue and increase of such of them as are female during the joint natural lives of the said Benjamin and Rebecca, but the said Negroes and their present and future issue and increase are however not to be subject to the present or future debts and incumbrances of the said Benjamin Webb and from and immediately after his decease in case he should die before the said Rebecca then the said Negroes and the present and future issue and increase of such as are female to be for the only use and behoof of the said Rebecca her Executors Administrators and Assigns discharged from all Trusts whatsoever, and in case the said Rebecca should die before the said Benjamin then the said Negroes and the present and future Issue and Increase of such of them as are female shall be to the only use and behoof of such Child or Children of the said Benjamin on the Body of the said Rebecca to be begotten, and the lawful heirs of such Child or Children for ever - but for default of such issue then to the only use and behoof of such person or persons and for such Estate and Estates as she the said Rebecca by any Deed or by her last Will and Testament or by any Instrument of writing purporting to be her last Will and Testament duly executed under her hand in the presence of two or more credible Witnesses shall appoint order or limit the same, and for default of such appointment then to such person or persons as shall be entitled to the same agreeably to the Act for the Abolition of the rights of prime geniture, and the said Charles Pinckney and Thomas Odingsell Elliott for themselves their heirs Executors and Administrators do covenant promise and agree with the said Rebecca her Executors Administrators and Assigns that they will in all things well and truly observe and perform the said trusts herein before mentioned and expressed to be performed and observed according to the true intent and meaning of these presents, and the said Benjamin Webb for himself his heirs Executors and Administrators doth further covenant promise and agree to and with the said Charles Pinckney and Thomas Odingsell Elliott and the survivor of them and the Executors and Administrators of such survivor that it shall and may be lawful to and for the said Rebecca at any time or times during her Coverture, and at all times to make such Deed writing or will as

apreaid, and thereby give direct limit appoint and dispose of the said negroes and premises and the negroes above mentioned to such person and persons and in such manner and form as she the said Rebecca may think fit (notwithstanding her said Coverture) and that he the said Benjamin Webb his heirs Executors and Administrators and all and every other person and persons claiming or to claim by from or under him or them shall not question, contravene, obstruct or hinder such disposition or appointment of her the said Rebecca and that all dispositions and appointments to be by her made as above mentioned shall at all times be as good and effectual in law as if the said Benjamin Webb had himself joined with the said Charles Pinckney and Thomas Odingsell Elliott, or with her the said Rebecca, as if she were a feme sole, and it is further declared to be the meaning of all the parties to these presents that should any of the said negroes or their increase prove refractory or ill disposed, it shall and may be lawful for the said Benjamin Webb with the consent of the said Charles Pinckney and Thomas Odingsell Elliott or the survivor of them, or the Executors or Administrators of such survivor to sell and dispose of such refractory or ill disposed negroes conveying to the said Trustees on the Trusts aforesaid other negroes as valuable as those disposed of. In Witness whereof the said parties to these presents have hereunto interchangeably set their hands and affixed their seals the day and year first above written, Rebecca Pinckney (ds) - Charles Pinckney (ds) Benjamin Webb (ds)

Sealed and Delivered In the presence of Henrietta Warner, John Loveday, State of South Carolina, Personally appeared Mr. John Loveday who being duly sworn made oath that he was present and saw Rebecca Pinckney, Charles Pinckney and Benjamin Webb 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 Henrietta Warner signed their names as witnesses thereto. Sworn to the 16th day of September 1796 before Stephen Ravenel & Recorded 16th September 1796

בסימן טוב

בשנת תשי"ח בשבת ביום חודש
סיון בשנת חמשת אלפים וחמשה מאות
ושישה חמשים לבריאת עולם
וע"פ פה יצא בסמוכותה בלוח אק לחמה
זה גרסאות אלה להם כפי יגיעתם
פ"א ויבטל חבט ויחלץ ויחלץ ויחלץ

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Isaac De la Motte (L)

חתן

Raphael Da Costa Amisquita

State of South Carolina

Personally appeared Wm Lyon

Saw who being duly sworn made oath that the foregoing is a true Record of a Marriage Contract

536 between Isaac De la Motta & Sarah Canter
sworn to this 22^d day of September 1796 before
Stephen Ravenel Esq. State of South Carolina.
Personally appeared Mr Daniel James Ravenel who
being duly sworn made oath that he was present and
heid Isaac De la Motta acknowledge his hand
and seal to the within Instrument of writing &
delivered the same as his Act & deed for the uses
and purposes therein set forth, and that the said
Isaac De la Motta declared in the presence
of the said Deponent that the said Instrument
of Writing was a Marriage Contract between
himself and Sarah Canter - Daniel J. Ravenel
sworn to the 22^d day of September 1796
before Stephen Ravenel Esq.

Translation of Marriage Contract

Upon the third day of the Week on the
first day of the Month called * Swan in the
year 5556 of the Creation of the World. ~

Isaac the son of Isaac De la Motta said to Sa-
rah the Daughter of Jacob Canter be thou my
Wife according to the rites of Moses and Inael
and with the help of God, I will honour, maintain
and feed thee according to the custom of
other husbands of our Nation, who honour main-
tain, cloath and feed their Wives as they ought
to do, I also give thee for a portion of thy virginity
Five Hundred Pounds Sterling, which are due to
the according to our law; besides which I engage
myself to provide thee with cloath and food, as
also to discharge that conugal duty which is
due to thee according to the custom of all Nations
AND the said Sarah has consented to become
his Wife, Moreover the said Isaac the Husband
of the said Sarah, has promised by way of

Augmentation of dowry, that besides the prime-
 pal sum, he will add and give to his said Wife
 Sarah the sum of Five Hundred Pounds Sterling, and
 also what his said Wife has brought with her being
 the Value and Estimated at the sum of one thousand
 Pounds Sterling which the said Isaac husband of
 the said Sarah, acknowledges to have received &
 charged himself with, and further made in our
 presents the following declaration: I Isaac the hus-
 band of the said Sarah accept and receive under
 my care and keeping all that is above mentioned
 as well for dowry as upon any other account
 for which I oblige myself my heirs Executors
 or Assigns under the security of all goods & chattels
 whether moveable or immoveable present or to come
 even to the Cloak or Coat which I swear on my shoul-
 ders, to give a true just and faithful account to
 my said Wife of all and singular the goods &
 Chattels which she has brought as her dowry or
 upon any other Act during my life time & at my
 death all which I promise to put into full Execu-
 tion according to this form, and which is usual
 in all contracts of Marriages now in use among
 the Children of Israel, and according to the rules
 laid down by our Rabbies of pious Memory.

In Testimony whereof we have hereunto signed
 our names and affixed our seals to these presents

Witness
 Levi Hiftall
 H^m Delyon
 Isaac Hanks

Isaac Deda Motta 

Minister

Raphul Dacosta Amesqueta

State of South Carolina

Personally appeared M^r Solomon

Harby who being duly sworn made oath that the
 foregoing Writing contains a just and true trans-
 lation from the Hebrew Language of a

Marriage Contract between Isaac Dela Motta and Sarah Carter, which was produced to the Deponent by the said Isaac Dela Motta and Translated at his request; Sworn to the 23 day of September 1796 before Stephen Ravenel, Jr. Recorded 23rd Septem^r 1796.

This Indenture made the twenty second day of August in the Year of our Lord one thousand Seven Hundred and Ninety Six and in the twenty first year of the Sovereignty and Independence of the United States of America. Between Ann Buckle of the City of Charleston in the State of South Carolina Widow of the first part, Lewis Roux of the same place Merchant of the second part, and Thomas Baas also of the same place Pump Maker of the third part. Whereas a Marriage by God's permission is shortly intended to be had and solemnized between the said Ann Buckle and the said Lewis Roux. AND whereas the said Ann Buckle at the time of Executing these presents is possessed of considerable property and Estate consisting of a Life Estate of and in a House and Lot situate on the West side of East Bay Street in the City of Charleston and a Negro Wench a Sum of Money in the Bank of discount and deposit and divers other Goods & Chattels in the List or Schedule hereunto annexed are particularly expressed and mentioned. AND whereas upon the treaty and previous to the intended Marriage aforesaid it hath been and is agreed between the said Ann Buckle and Lewis Roux, that the Estate and Effects of the said Ann Buckle ^{shall} be by her granted released transferred assigned and set over to and vested in him the said Thomas Baas and his heirs and assigns

Express the heirs & assigns of Thomas Baas dec. In Equity Charleston District November 17th 1809. Petition to change venue presented & read by Mr. James R. R. of the Court. Having the subscription of the parties & the Court. It is therefore ordered that the venue of the cause be removed to the County of St. James. The Court is also ordered that the parties be allowed to amend their pleadings in relation to the grant, & that the present judgment be set aside from the first, & the said cause be again set for trial in the County of St. James. James R. R. of the Court. Recorded 22nd Decem^r 1809.

National Bank and all and singular other the goods Chattels and Effects in the list or Schedule hereunto annexed mentioned contained and Expressed unto the said Thomas Baas his Heirs Executors administrators & assigns to his and their only proper use benefit behoof for ever In trust to and for the several uses intents and purposes herein after mentioned and declared of and concerning the same, and as for and concerning the said several uses & trusts herein & hereby intended to be made limited expressed & declared of the Estate and Effects of the said Ann Buckle each and every of the said Parties to this Indenture have agreed that the same shall be limited settled and assigned in manner following that is to say In trust for her the said Ann Buckle party her to her Heirs Executors administrators and assigns until the solemnization of the said intended Marriage and from & after the solemnization thereof In trust unto and for the use and behoof of the said Ann Buckle for and during the term of her natural life, but so as not to be subject or liable to the intermeddling or controul of the said Lewis Rouss her intended Husband or to be seized sold or extended to the payment of his Debts and from and immediately after the decease of the said Ann Buckle then to the said Thomas Baas his Heirs Executors and administrators In Trust to preserve and support the contingent uses and Estates herein after limited from being barred defeated or destroyed and for that purpose to make entries and bring Actions as the case shall require but nevertheless to permit and suffer the said Ann Buckle for and during the term of her natural life to have receive and take the

Rents said to use an manner the said said trust said natural cease Buck for the or Chi as shal of the Rouss or Chi and in Marr of the In to Person ons m shall f ture, ted by Writ by her of the appor tation for su the same mera distr alw.

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Rents issues and profits of all and singular the
said Premises to and for her own sole and separate
use and benefit without impeachment of or for any
manner of waste and from and immediately after
the decease of the said Ann Buckle in case the
said Lewis Roua shall be then living then In
trust to and for the sole use benefit and behoof of the
said Lewis Roua for and during the term of his na-
tural Life and from and immediately after the de-
cease of the said longest liver of the said Ann
Buckle and Lewis Roua then In trust to and
for the sole use benefit and behoof of such Child
or Children the issue of the said intended Marriage
as shall or may be living at the time of the death
of the longest liver of the Ann Buckle and Lewis
Roua to be divided between and amongst such Child
or Children if more than one shall and share alike
and in default of such issue of the said intended
Marriage living at the time of the longest liver
of the said Ann Buckle and Lewis Roua then
In trust to and for the use and behoof of such
Person and Persons and in such parts and proportions
manner and form as she the said Ann Buckle
shall from time to time notwithstanding her Coer-
ture by any deed Writing or Writings duly Execu-
ted by her in the presence of two or more Credible
Witnesses or by her last Will and Testament to be
by her signed published and declared in the presence
of three or more such Witnesses direct limit or
appointment and in default of such direction limit
tation and appointment then In trust to and
for such Person or Persons who as next of kin to
the said Ann Buckle shall be intitled to the
same under and by virtue of the Act of the Ge-
neral Assembly lately made for the more equal
distribution of intestates Estates provided
always and it is hereby expressly declared and
agreed

542 agreed by and between all the said Parties hereto and the intent and meaning of these presents that it shall and may be lawful to and for the said Thomas Baas his Heirs Executors Administrators and Assigns at the request and by and with the consent and approbation of the said Ann Buckle such consent to be testified in writing under her hand and Seal and executed in the presence of two or more credible Witnesses at any time or times to sell dispose transfer and set over all or any part of the Estate goods Chattels effects and Monies herein before mentioned or expressed and contained in these presents or the List or Schedule hereunto annexed or intended to be hereby granted transferred assigned and set over either at Public or private Sale either for Cash or on Credit for the most Money that can respectively be had for the same; and that the Monies arising by such Sale transfer or selling over of all or any part of the said premises together with the Monies now in hand and mentioned in the said List or Schedule be put out at Interest upon Bond with approved Security to be approved by the said Ann Buckle or be vested by the said Thomas Baas his Heirs Executors Administrators or Assigns in public Stock or Securities or in Stock of either of the Banks now established in this City or hereafter to be Established or such other property real or personal as the said Ann Buckle shall at any time or times appoint ^{which} said Bonds public Securities Bank Stock or other property real or personal shall be subject to the terms limitations trusts and purposes hereinbefore mentioned or such other trusts, terms limitations uses intents and purposes as the said Ann Buckle shall or may by and with the

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the consent and approbation of the said Lewis Roux by any such Deed or last Will and Testament made as aforesaid direct limit or appoint. AND the said Lewis Roux for himself his heirs Executors Administrators and Assigns doth hereby covenant promise grant and agree to and with the said Thomas Baas his heirs Executors Administrators and Assigns that it shall and may be lawful to and for the said Ann Buckle his intended Wife notwithstanding her coverture to make any such Deed writing or Will as is herein before mentioned or which may be necessary for the better completion or fulfilling all or any of the Trusts herein before mentioned AND also that he the said Lewis Roux his heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the reasonable request and at the proper Costs and charges of the said Thomas Baas his heirs Executors Administrators or Assigns make do and execute or cause or procure to be made done and all and every such further and other lawful and reasonable Act & Acts Things conveyances Assignments and Assurances in the Law whatsoever necessary as well for the corroborating and strengthening of these Presents as also for the further and better conveying Assigning transferring and setting over all and singular the herein before mentioned and intended to be hereby granted released transferred and assigned premises respectively unto the said Thomas Baas his heirs Executors Administrators and Assigns as by him or them or his or their counsel learned in the Law shall or may in that behalf be reasonably advised devised or required. In witness whereof the said Parties to these presents have hereunto interchangeably set their hands and Seals on the day and year first above written. Ann Buckle (ss) Lewis Roux (ss) Tho^s Baas (ss) Sealed & delivered in the presence of Tho^s Hill ~

This Indenture made

the Nineteenth day of July in the year of our Lord one thousand seven hundred and sixty four and in the fourth year of the Reign of our Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland King Defender of the faith and so forth Between Patrick Walden of Charles Town in the Province of South Carolina Gentleman of the one part and Isaac Colcock and Stephen Cater of St. Georges Parish in the Province aforesaid Planters of the other part Whereas Thomas Porter late of Colleton County in the Province aforesaid Planter deceased was in his life time possessed of a considerable Personall Estate within this Province consisting of sundry Negro and other Slaves Cattle Horses Sheep Hogs Plate Jewels Household Furniture and other Goods and Chattels and being so thereof possessed as aforesaid he the said Thomas Porter in and by his last Will and Testament in writing duly made and Executed and bearing date the Eleventh day of September which was in the year of our Lord one thousand seven hundred and fifty five did among other things give and bequeath unto his Daughter Mary Porter (now of the Parish of St. George Dorchester in the said Province Spinster) one India Cow turpain one Gold Chain and Locket one Gold Girdle Buckle two Stone Rings one Memento Ring one pair of Stone Drops set in Gold and two thousand Pounds Current Money of this Province & also one Undivided fourth part of all his Household Furniture and Plate except as therein as excepted And also one Undivided fourth part

This Indenture made

the Nineteenth day of July in the year of our Lord one thousand seven hundred and sixty four and in the fourth year of the Reign of our Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland King Defender of the faith and so forth Between Patrick Walden of Charles Town in the Province of South Carolina Gentleman of the one part and Isaac Colcock and Stephen Cater of St. Georges Parish in the Province aforesaid Planters of the other part Whereas Thomas Porter late of Colleton County in the Province aforesaid Planter deceased was in his life time possessed of a considerable Personall Estate within this Province consisting of sundry Negro and other Slaves cattle Horses Sheep Hogs Plate Jewels Household Furniture and other Goods and Chattels and being so thereof possessed as aforesaid he the said Thomas Porter in and by his last Will and Testament in writing duly made and Executed and bearing date the Eleventh day of September which was in the year of our Lord one thousand seven hundred and fifty five did among other things give and bequeath unto his Daughter Mary Porter (now of the Parish of St. George Dorchester in the said Province spinster) one India Cow turpain one Gold Chain and Locket one Gold Girdle Buckle two Stone Rings one Memento Ring one pair of Stone Drops set in Gold and two thousand Pounds Current Money of this Province & also one Undivided fourth part of all his Household Furniture and Plate except as therein as excepted And also one Undivided fourth part

of all his Negroes not therein before by him be-
queathed together with all his Bedding and Linen
when any one of his Children should come of Age
And did also further give and bequeath unto the
said Mary Porter one Undivided fourth part of the
rest residue and Surplus of his Personal Estate
whatsoever and whosoever. And of such his Will
nominated and appointed his wife Elizabeth Porter
Executrix and Thomas Ladson and Hugh Douse Ex-
ecutors of his said Will. AND the said Thomas
Porter in some short time after his having so made
and executed his said last Will and Testament did
leave such his said Will in full force as in &
by the said last Will and Testament of the said
Thomas Porter deceased duly recorded and remaining
of record in the Secretarys Office of this Province
reference being thereunto had may more fully
and at large appear. AND whereas the said Mary
Porter being now an Infant under the age of twen-
ty one years hath not as yet received any part of
the said Pecuniary or specific legacies and no di-
vision hath hitherto been made of the rest re-
sidue and surplus of the said Thomas Porters
Estate, so that it is impossible to particularise
the part or share which she the said Mary
is or may be intitled unto under her Fathers
Will as above doth or may consist of with
any degree of certainty and exactness. AND
whereas there is a Marriage by Gods permission
intended shortly to be had and solemnised be-
tween the said Patrick Walden and the said
Mary Porter, and the said Patrick Walden
in consideration of the said intended Marri-
age hath agreed with the said Isaac Colcock and

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and Stephen Cator if the said Marriage shall take effect, that then from and immediately after the solemnization thereof they the said Isaac Colcock and Stephen Cator their Executors and Administrators shall stand and be lawfully and rightfully possessed of all and singular the separate and particular Estate to which the said Mary is intitled unto under the Will of her Father above recited together with the future issue and increase of such female Negro and other Slaves as do or shall compose a part thereof to and for such uses trusts intents and purposes as is or are herein mentioned expressed and declared of and concerning the same. Now this Indenture witnesseth that in prospect and consideration of the said intended Marriage and in pursuance of the said Agreement, and also for and in consideration of the sum of Five Pounds lawful Current Money of the Province of New England to the said Patrick Walden by the said Isaac Colcock and Stephen Cator in hand well and truly paid at and before the enrolling and delivery of these presents the receipt whereof is hereby acknowledged, he the said Patrick Walden for himself his heirs Executors and Administrators doth hereby covenant promise grant and agree to and with the said Isaac Colcock and Stephen Cator their Executors and Administrators in case the said intended Marriage shall take effect that then from and immediately after the solemnization thereof they the said Isaac Colcock and Stephen Cator their Executors and Administrators shall stand and be lawfully and rightfully possessed of all and singular the said separate and particular Estate to which the said Mary is intitled under the Will of her Father as above

together with the future issue and increase of
 such female Slaves as do or shall compose a part
 thereof. In trust nevertheless and to and for such
 uses intents and purposes as is or are herein after
 mentioned expressed and declared of for upon or con-
 cerning the same that is to say In trust that
 they the said Isaac Colcock and Stephen Cater
 and their Executors and Administrators do and
 shall from and immediately after the solemn-
 ization of the said intended Marriage well &
 truly permit and suffer the said Patrick Wal-
 den during the joint lives of him the said
 Patrick Walden and the said Mary his in-
 tended Wife to have receive and take the rents
 issues interest and profits of the said separate
 and particular Estate of the said Mary to which
 she is intituled as aforesaid, and of the future
 issue and increase of the said female Slaves as
 do or shall compose a part thereof to his own use
 benefit and behoof without any restraint con-
 straint or interruption of or by the said Isaac
 Colcock and Stephen Cater their Executors or
 Administrators or either of them, and upon the
 Death of either of them the said Patrick Walden
 or Mary his intended Wife then upon this fur-
 ther trust and confidence that they the said
 Isaac Colcock and Stephen Cater their Executors
 and administrators do and shall well and truly
 permit the Survivor of them the said Patrick
 Walden and Mary his said intended Wife for
 and during the natural life of such Survi-
 vor to have receive and take the rents issues
 Interest and profits of the said separate and
 particular Estate of the said Mary & of the future issue
 and

and increase of the said Female Slaves as do or shall com-
 pose a part thereof to the proper use benefit and be-
 behoof of such Survivor without any restraint, con-
 troul or Interruption of or by the said Isaac Colcock
 and Stephen Cater their Executors or administrators or
 either of them. And from and immediately after the
 decease of the Survivor of them the said Patrick Wal-
 den and Mary his intended Wife then upon this fur-
 ther trust and confidence that they the said Isaac
 Colcock and Stephen Cater their Executors and admi-
 nistrators do and shall stand and be possessed of all
 and singular the said Separate and particular Estate
 of the said Mary together with the future issue and
 Increase of the said Female Slaves as do or shall com-
 pose a part thereof to and for the use benefit and
 behoof of such Child or Children of the said Patrick
 Walden on the Body of the said Mary his intended
 Wife to be begotten to be impartially shared and di-
 vided between and among them as Tenants in Common
 of like Equality of Estate if at the time of the de-
 cease of the Survivor of them the said Patrick Wal-
 den and Mary his intended Wife, the said Patrick
 Walden shall have living more than one Child
 begotten on the Body of the said Mary. And in de-
 fault of Issue of the said Patrick Walden on the
 Body of the said Mary living at the time of the de-
 cease of the Survivor of them the said Patrick Wal-
 den and Mary his intended Wife then upon this
 further trust and confidence that they the said Isaac
 Colcock and Stephen Cater and their Executors and ad-
 ministrators do and shall stand and be possessed of all
 and singular the said Separate and particular Estate
 of the said Mary together with the future issue and
 increase of the said Female Slaves as do or shall
 compose a part thereof to and for the use benefit
 and behoof of such Person or Persons for such Estate
 or Estates and in such parts and proportions manner
 and form as the Survivor of them the said Patrick
 Walden

Walden and Mary his intended Wife shall by any
 Writing or Writings under his or her hand and seal
 attested by two or more credible Witnesses or by his or
 her last Will and Testament in Writing to be by him
 or her signed Published and declared in the presence of
 the like number of Witnesses direct limit or appoint
 And the said Patrick Walden doth hereby for him
 self his heirs Executors and Administrators further
 covenant promise grant and agree to and with the
 said Isaac Colcock and Stephen Cator their Executors
 and Administrators that he the said Patrick Wal-
 den his Executors and Administrators shall and will
 at any time after the solemnization of the said
 intended Marriage make do and Execute all
 and every such Deeds Conveyances and Assurances
 or other Acts matters and things as the Council
 learned in the Law of the said Isaac Colcock and
 Stephen Cator their Executors or Administrators shall
 direct or advise for the better and more effectual
 conveying and Assuring all and singular the said
 separate and particular Estate of the said Mary to
 which she is intitled as aforesaid together with
 the future issue and increase of the said Female
 Slaves as do or shall compose a part thereof unto
 the said Isaac Colcock and Stephen Cator their
 Executors and Administrators In trust to and
 for the uses & purposes above mentioned accord-
 ing to the true intent and meaning of these pre-
 sents. In witness whereof the said Parties to
 these presents have hereunto interchangeably
 set their Hands and Seals the day and year first
 above written. Patrick ~~Walden~~ Walden.
 Signed Sealed and delivered in presence of us New-
 man Swallow His Masters Richard Lister
 Peter Bounethan Esq. being duly sworn maketh
 oath

551 That he was well acquainted with Patrick Walden
in the within Deed named and with the manner and
form of his hand writing having often seen him write
and that he verily believes the name "Patrick Walden"
signed to the said Deed as the Party executing the
same to be the proper Hand writing of the said Pat-
rick Walden. Pet. Bountheau. Sworn to be-
fore me 21st October 1796. John Edwards J.P.
Recorded 21st October 1796. ~

State of South Carolina

Know all Men by these
presents that I Jabez Withers Johnson of the City of
Charleston in the State aforesaid Watch Maker,
am held and firmly bound unto Eleanor Cooke, as
Trustee for and on behalf of Catherine Quacken-
bush, also of the same City and State in the penal
sum of five hundred Pounds Sterling Money to be
paid to the said Eleanor Cooke as Trustee aforesaid
her certain Attorney Executors Administrators &
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 this tenth day of Novem-
ber in the year of our Lord one thousand seven
hundred and Ninety Six. Whereas a Marri-
age by Gods permission is shortly to be had and solemn-
ized, between the above bound Jabez Withers John-
son, and the above named Catherine Quackenbush;
And whereas the said Catherine Quackenbush is
intituted to a certain legacy under the Last will
and Testament of Mr Jonathan Cooke late of
Charleston aforesaid Gentleman deceased amount-
ing to one hundred Pounds Sterling Money. ~
Now the Condition of the above Obligation is
such, that in case the said intended Marriage
shall take effect, then if the said Jabez Withers
Johnson do and shall from time to time and at
all

all times then after permit the said Catherine Duackembush to
 embrace his intended Wife, peaceably and quietly to have
 hold occupy possess and enjoy in as full and ample a man-
 ner as she the said Catherine Duackembush now or at any
 time before the Executing hereof hath or doth hold occu-
 py possess and enjoy as well the said Legacy so given
 and devised to her as aforesaid, as also all such proper-
 ty whether real or Personal, which may hereafter
 be devised to her by any of her Relations, and also if
 he the said Jabez Withers Johnson do and shall at
 all times hereafter allow, permit and suffer the said
 Catherine Duackembush to sell and dispose of all
 such Estates which she is or hereafter may be enti-
 tled unto under the will of any of her Relations
 by any Deed or Writing, or by her last will and
 Testament in writing to any Person or Persons
 whomsoever notwithstanding her intended Cover-
 ture. And also if the said Jabez Withers Johnson
 shall not do or cause to be done any act matter
 or thing whatsoever by means whereof the said
 Estate of her the said Catherine Duackembush or
 any part thereof devised as aforesaid, or which
 she may hereafter be entitled unto by gift from
 her Relations, shall or may be any ways charged or
 incumbered in any manner howsoever, or whereby or by
 means whereof the said Catherine Duackembush shall
 or may be in any wise hindered or molested in the
 quiet and peaceable possession and enjoyment thereof
 or in the quiet rendering or disposing thereof by such
 her deed Writing or will as aforesaid, then and in such
 case the above written obligation shall be void &
 of none effect or else to remain in full force & virtue.
 Sealed & delivered in the presence of Jabez Withers Johnson
 presence of Thomaswell, Charles Wittick
 Charleston S. Personally appeared Mr Oliver Crom-
 well who being duly sworn made oath that he was
 present & said Jabez Withers Johnson sign seal and

553 His Act & deed deliver the foregoing Instrument of
writing to and for the uses and purposes therein set
forth and that he the Deponent with Charles Widdell
Signed their names as witnesses thereof. Sworn to
the 29th day of December 1796 before Dan. Smith
J.P. Recorded 29th December 1796

END