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Cook or Mehetabel his wife shall depart this life as the case shall happen to be then the trust and confidence hereby reposed in the said Samuel Blackwell shall cease and determine and the said Slaves together with their future Issue and Increase shall become the absolute property of the survivor of them the said Ephraim Cook and Mehetabel his intended wife his or their Executors - Administrators and Assigns from thenceforth for ever, But in case there shall be any such alive when that contingency shall happen, then In Trust for such Survivor during the term of his or her natural life, and immediately after the death of such survivor, then In Trust for such Child or Children and their Issue his her and their Executors Administrators & Assigns for ever, the Issue of such deceased Child or Children to take among them respectively the share their respective Ancestors would have been entitled to had they been living, as Tenants in Common, and it is the true intent and meaning of the said parties and of these presents that during the trust and confidence hereby reposed in the said Samuel Blackwell his Executors and Administrators the said Slaves their and each of their Issue and Increase shall not be liable on any pretence whatever to be seized taken or sold for any debt contract demand Judgment or execution made by entered into obtained or issued against him the said Ephraim Cook - 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 Ephraim Cook & Mehetabel Blackwell, by Seals Delivered in the presence of Michal Blackwell, John Dunnam State South Carolina Georgetown District, The within Deed has been proved before me agreeable to Law, let it be Recorded, Georgetown this 23rd June 1798 Will: Periot Recorded 27th July 1798

South Carolina Articles of Agreement made and executed this twenty sixth day of April in the Year of our Lord one Thousand seven hundred and ninety eight, Between William Logan Esquire of the City of Charleston in the State aforesaid Attorney at Law of the first part, Mary Doughty Webb Daughter of John Webb Esquire of the City and State aforesaid of the second part, and Miss Martha Cannon, William Webb and Daniel Cannon Webb of Charleston aforesaid, Trustees, for the said Mary Doughty Webb of the third part, Wherrras a Marriage with Gods permission is intended shortly to be had and solemnized between the said William Logan and Mary Doughty Webb, and wherrras the said Mary Doughty Webb is possessed of and entitled interested in the personal Estate hereafter mentioned

and it hath been agreed between the said parties that the said Personal Estate shall be conveyed, transferred and secured firmly & effectually to the said Martha Cannon, William Webb and Daniel Cannon Webb, and the survivors and survivor of them his or her Executors, Administrators and Assigns, In Trust for the uses and purposes hereinafter mentioned, but by reason of the minority of the said Mary Doughty Webb the same cannot at present be effected, Now therefore the said William Logan in consideration of the said intended marriage, and in pursuance of the said agreement, and also in consideration of one Dollar to him in hand paid by the said Martha Cannon, William Webb, and Daniel Cannon Webb, doth hereby for himself his Executors and Administrators Article, Covenant promise and agree to and with the said Martha Cannon, William Webb and Daniel Cannon Webb their Executors Administrators and Assigns in manner and form following that is to say, that as soon as the said Marriage shall have taken effect, he will bargain sell and transfer firmly and securely to the said Martha Cannon William Webb and Daniel Cannon Webb and the survivors and survivor of them his or her Executors Administrators & Assigns the undivided moiety of the said Mary Doughty Webb of and in the following Negro Slaves with the future issue and increase of the female Slaves to wit, Nelly, Amey, Lucy, Venus, March & Abram, Robert, Katey, and Clarissa, which Negro Slaves the said Mary Doughty Webb and her Brother Daniel Cannon Webb as being the issue of the Body of Mary Webb former Wife of the aforesaid John Webb, are entitled to under and by virtue of the Deed or Bill of Sale of Daniel Cannon of the City & State aforesaid Gentleman, bearing Date on or about the Eleventh day of January in the year of our Lord one thousand seven hundred and Sixty nine, also a Negro woman Slave named Charlotte with her future issue and increase, which the said Mary Doughty Webb is entitled unto under and by virtue of the Deed or Bill of Sale of the said John Webb, bearing date on or about the tenth day of June in the year of our Lord one thousand seven hundred and Eighty eight, and also the Furniture, Goods and Chattels hereafter mentioned, that is to say, the Bed and Mahogany Bedstead which belonged to her late Mother, together with the Mattress, Pillows, Sheets, Blankets and other Appurtenances now belonging to the same, a complete sett of Blue and white Nankeen Table China, with the sett of Tea China of the same kind, and the Table on which the same stand, a Mahogany Chest of Drawers, fourteen Mahogany Chairs, six new Prints (gilded frames) a silver Sauce Pan a Pair of silver half Pint Mugs, a Dozen Table, and a Dozen Tea-Spoons of silver, a pair of Sugar Tongs and a Soup Ladle, which several Articles of Furniture Goods and Chattels last

above mentioned, the said Mary Doughty Webb hath of the gift of
 her aforesaid Father, In Trust nevertheless to and for the fol-
 lowing uses and purposes that is to say In Trust to and for the sole
 and separate use benefit and behoof of the said Mary Doughty Webb
 notwithstanding her Coverture for and during the joint lives of
 them the said William Logan, and Mary Doughty Webb, and from
 after the death of the said William Logan should he die before the
 said Mary Doughty Webb, then in Trust for the sole use benefit and
 behoof of the said Mary Doughty Webb her Executors Administrators
 and Assigns, and in case the said Mary Doughty Webb should
 die before the said William Logan, without leaving any Child or
 Children, Grand Child or Grand Children living at her Death
 then in Trust from and after the Death of the said Mary Doughty
 Webb, to and for the sole use benefit and behoof of the said Willi-
 am Logan his Executors Administrators and Assigns, But
 should the said Mary Doughty Webb die before the said William
 Logan leaving any Child or Children, Grand Child, or Grand-
 Children, living at her Death, then in trust from and after the
 Death of the said Mary Doughty Webb, to and for the use, benefit &
 behoof of the said William Logan, during his natural life, and
 from and after his Death, then in trust to and for the use benefit
 and behoof of such Child or Children, Grand Child or Grand Children
 his her and their Executors Administrators and Assigns, as
 Tenants in Common, such Grand Children taking between
 them only their Parents share, and in case any such Children
 or Grand Children should die during the life time of the said
 William Logan and before the age of twenty one years, without
 leaving any Child or Children living at his or her Death, then as
 to the share of such Child or Children in trust from and after the
 Death of the said William Logan to and for the use, benefit & behoof
 of the said other Child and Children, Grand Child and Grand Children
 his her or their Executors Administrators and Assigns if more than
 one as Tenants in Common, the Grand Children taking be-
 tween them only their Parents share, and as to the share of any
 such Grand Child, who alone may take the whole of a Parents
 share, or as to the share of any such Grand Children who toge-
 ther may take the whole of a Parents share, In Trust from and
 after the Death of the said William Logan to and for the same
 uses as those last mentioned, but as to the share of any one or
 more of such Grand Children who together with his her or
 their Brothers and Sisters may take the whole of a Parents
 share, in trust from and after the Death of the said William
 Logan to and for the use benefit and behoof of his her or
 their Brothers and Sisters, his, her or their Executors Administrators

274. and Assigns if more than one, as Tenants in Common, and the said William Logan in pursuance of the said Agreement and for the consideration aforesaid, doth hereby for himself his heirs Executors and Administrators further Article covenant, promised agree to and with the said Martha Cannon, William Webb and Daniel Cannon Webb their Executors Administrators & Assigns, in manner following that is to say, that as soon as the said Marriage shall have taken effect, he will firmly & securely transfer, assign and set over unto the said Martha Cannon William Webb and Daniel Cannon Webb and the Survivors & Survivor of them his or her Executors Administrators & Assigns the undivided moiety and all and every other part and proportion to which the said Mary Doughty Webb now is or hereafter may become entitled of, in and to eight shares in the Bank of South Carolina, numbered four thousand eight hundred and sixty eight, to four thousand eight hundred and seventy five inclusive, standing in the name of Martha Cannon in trust for the said Mary Doughty Webb and her Brother Daniel Cannon Webb and the Survivor, agreeably to a Certificate under the signature of the President, and Seal of the Company, bearing Date the first day of November one thousand seven hundred and ninety two, also the undivided moiety and all and every other part and proportion to which the said Mary Doughty Webb now is or hereafter may become entitled of in and to four shares in the Bank of the United States, numbered three thousand one hundred & fifty six, to three thousand one hundred and fifty nine, inclusive, standing in the name of Martha Cannon Trustee for the aforesaid Mary Doughty Webb and Daniel Cannon Webb, agreeably to a Certificate under the Seal of the President, Directors and Company of the said Bank, bearing date the first day of January one thousand seven hundred and ninety three, also the whole of four shares in the Bank of South Carolina, numbered two thousand and eleven, to two thousand and thirteen inclusive, standing in the name of Martha Cannon in trust for the said Mary Doughty Webb, agreeably to a Certificate under the signature of the President and Seal of the Company, bearing Date the fifteenth day of January one thousand seven hundred and ninety three, and the Notes of transfer endorsed upon the same, also the undivided moiety and all & every other part and proportion to which the said Mary Doughty Webb now is and hereafter may become entitled of in and to five shares in the Bank of South Carolina numbered five thousand three hundred and seventy seven, to five thousand three hundred and eighty one, inclusive, standing in the name of Martha Cannon in trust for the aforesaid Mary Doughty Webb and Daniel Cannon Webb, agreeably to a Certificate under the signature of the President and Seal of the Company -

bearing Date the first day of February one thousand seven hundred
 and ninety four, and the note of transfer endorsed upon the same
 also the undivided moiety and all and every other part and pro-
 portion to which the said Mary Doughty Webb now is or here-
 after may become entitled of in and to three shares in the Bank
 of South Carolina numbered six thousand three hundred and
 ninety eight to six thousand four hundred inclusive, stand-
 ing in the name of Martha Cannon in trust for the said Daniel
 Cannon Webb and Mary Doughty Webb, agreeably to a Certificate
 under the signature of the President and seal of the Company, bear-
 ing date the first day of February one thousand seven hundred and
 ninety five, and also the whole of three shares in the Bank of South
 Carolina, numbered ten thousand six hundred and eighty, to
 ten thousand six hundred and eighty two inclusive standing
 in the name of Martha Cannon in trust for the said Mary
 Doughty Webb, agreeably to a Certificate under the signature of
 the President and seal of the Company bearing date the first day
 of May one thousand seven hundred and ninety six, together
 with the Interest, Dividends and Profits of the said Bank Stock and the
 several parts thereof. In Trust that they the said Martha Cannon
 William Webb and Daniel Cannon Webb and the survivors and
 survivor of them his or her Executors and Administrators shall and
 will stand possessed of the principal or Capital Bank Stock, &
 receive the Interest and Dividends thereof, and pay and apply the
 same, and transfer assign and set over the said Principal to and for
 the use of the said Mary Doughty Webb, separately and solely, the
 said William Logan and the children and issue of the said intend-
 ed marriage severally and respectively, according to the form
 as near as may be, and agreeably to the true intent and meaning
 of the uses and purposes limited expressed declared & intended
 of and concerning the Negro Slaves of the said Mary Doughty Webb and
 her other property herein before mentioned, Provided always
 nevertheless and it is hereby agreed by and between all the parties
 to these presents, and declared to be the true intent and meaning here-
 of and of the parties hereunto, that if it shall hereafter appear to
 the said Trustees or the Survivors or Survivor of them his or her Exe-
 cutors or Administrators, to be most conducive to the Interest of
 the said Mary Doughty Webb, that the Bank Stock, Negroes & other
 goods and chattels herein before mentioned, or any part thereof be sold
 and sold, or Negroes or other Personal Property be purchased with the
 sales monies in lieu thereof, or otherwise that the whole of the said
 sales monies be placed out at Interest, or only a part thereof, and
 the residue spent in purchasing Real or Personal Estate as afore-
 said (but not otherwise) then and in every such case, it shall and
 may be lawful to and for the said Trustees and the survivors and
 survivor of them, his, her or their Executors or Administrators, by

276 Deed duly executed in the presence of three Credible Witnesses (the said William Logan and Mary Doughty Webb, if during their joint lives, and the said Mary Doughty Webb if after the Death of the said William Logan, respectively joining in the said Deed, to signify their and her assent to the same) to revoke and make void all and every the uses, trusts and trusts herein before respectively limited, declared and expressed of and concerning the aforesaid Bank Stock, Negro Slaves and other goods and Chattels, whereupon the uses and trusts, herein before limited and declared shall be revoked or made void as aforesaid, so as upon and at the time of making such revocation as aforesaid, and limiting any new or other use or uses, trust or trusts of the goods and Chattels aforesaid, the said Trustees and the survivor of them, his or her Executors and Administrators, by Deed duly executed as aforesaid, the said William Logan and Mary Doughty Webb, signifying their Consent thereto, as above mentioned, do transfer assign set over and convey the said Sales Monies, and all the Real and Personal Estate thereby to be acquired unto the said Trustees and the survivors and survivor of them, his or her heirs Executors Administrators and Assigns, In Trust to, for and upon the same uses, intents and purposes as the Bank Stock, Negro Slaves, and other goods herein before mentioned, at the time of selling the same may stand and be enjoyed, and the said William Logan doth also for himself his Executors & Administrators further covenant promise and agree to with the Trustees aforesaid, and the Executors, of the survivor of them, that he will at all times after the execution of the Bills and Deeds of sale and transfer aforesaid, at the request of the said Trustees & the survivors and survivor of them, his or her Executors, Administrators or Assigns, join in executing, or alone execute all such further Deeds Bills and transfers as the said Trustees or the survivors or survivor of them his or her Executors or Administrators may think requisite for the better and more firmly securing the Bank Stock, Negro Slaves and other goods and Chattels to them, him or her, his or her Executors Administrators & Assigns, In Trust for the uses and purposes aforesaid, In Witness whereof the said Parties have hereunto set their Hands and Seals at Charleston the Day & Year first above written William Logan Junr. Sealed & Delivered in the presence of John Webb, Wm B. Baker - Received on the day of the date of the within written Deed, one Dollar the consideration Money therein mentioned Wm Logan Junr. Witnesses John Webb, Wm B. Baker, Charleston Ws. Personally appeared W. John Webb who being duly sworn made oath that he was present & saw William Logan Junior sign seal & ask his act and Deed deliver the within Instrument of writing for the uses & purposes therein set forth, that he also saw the said William Logan Junior sign the above Receipt, & that he the Deponent with William Bohun Baker signed their names as Witnesses thereto, sworn to the 24th day of August 1798 before Stephen Ravenel 92. Recorded 24th August 1798.

277. State of
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This Indenture Tripartite made this First day of August in the year of our Lord one thousand seven hundred and Ninety Eight, Between Mary Ann Bullock of the City of Charleston in the State aforesaid Spinster of the first part, John Frew of the same place Cabinet Maker of the second part and John Singleton of the same place Silver Smith of the third part, Whereas a Marriage is intended by Gods permission shortly to be had and solemnized between the said John Frew and Mary Bullock, and Whereas in consideration of the said intended Marriage it has been agreed between the said John Frew and the said Mary Bullock that all the Fortune in Money Bonds or otherwise of her the said Mary Bullock and which consists of a Moiety of the Estate of the said Mary Eliza Johnston deceased, and also of a Moiety of the same Estate which Samuel Bullock the Brother of the said Mary Ann Bullock (who departed this life about the Month of one thousand seven hundred and ninety) would have been entitled to if living under the Estate of the said Eliza Johnston and which of right as Heir at Law to her said Brother the said Samuel now devolved to her the said Mary Ann Bullock, and now in the hands of shall be Assigned unto the said John Singleton upon the several Trusts hereinafter expressed and declared, Now this Indenture Witnesseth that in consideration of the said intended Marriage and of ten Shillings to the said Mary Bullock in hand paid by the said John Singleton at and before the Execution of these presents, the receipt whereof is hereby acknowledged by the said Mary Bullock by and with the privacy consent and approbation of the said John Frew her intended Husband Testified by his being a party to and sealing and Delivering of these presents, Hath Bargained sold Assigned Transferred and set over, and by these presents, Doth Bargain sell Assign Transfer and set over unto the said John Singleton his Exors Admors and Assigns all and singular the said Legacies Sum and Sums of Money so as aforesaid apportioned and devolved unto her and now in the hands of the said and all Interest now due or hereafter to grow due on the same or any part thereof (which is supposed to Amount to about two hundred pounds) and all the benefit and advantage thereof, To have hold receive take and enjoy the aforesaid Sums of Money and the principal and Interest due thereon unto the said John Singleton his Exors Admors and Assigns together with full power licence and authority to ask demand sue for recover and receive and give receipts or discharges for the same or any part thereof, upon the Trusts hereinafter declared that is to say In Trust for the said Mary

278 Ann Bullock until the solemnization of the said intended Marriage and from and after the solemnization thereof then that the said John Singleton shall and may receive and take in the whole of the principal and Interest due unto the said Mary Ann Bullock and shall and may apply the same in any way most convenient for the said Mary Ann Bullock with the Approbation of the said John Frew her intended husband upon this special Trust is to say, that he the said John Singleton his Exors Admors and Assigns shall and do permit and suffer the said John Frew to take and receive the Interest that may accrue thereon for and during the joint lives of the said John Frew and Mary Ann Bullock his intended wife for their maintenance and support and also the maintenance and support of any Child or Children the Issue of the said intended Marriage only and not to be any wise subject or liable to the Debts or Engagements of the said John Frew heretofore or hereafter to be contracted, and from and immediately after the Decease of either of them the said John Frew and Mary Ann Bullock his intended wife then to the use of the survivor of them during his or her natural life, and after the Decease of the survivor of them the said Mary Ann Bullock and John Frew then to the use and behoof of the Child and Children of the said John Frew and Mary Ann Bullock his intended wife lawfully to be begotten to be equally divided between them if more than one share and share alike to take as Tenants in Common and not as joint Tenants and of the several and respective Heirs of all and every such Child & Children lawfully issuing and in default of all issue then to the use and behoof of the survivor of them the said John Frew and Mary Ann Bullock his intended wife their Heirs Executors Administrators and Assigns absolutely for ever, In Witnes whereof the said parties to these presents have hereunto set their hands and seals the Day & Year first above written

Mary Bullock Ad/
John Frew Ad/
John Singleton Ad/
Sealed & Delivered in the presence of
of Stewart, Jean Singleton
Received Ten Shillings the within mentioned consideration
Money Mary Bullock, witnesses Stewart, Jean Singleton
Charleston 25. Personally appeared Mr. Charles Stewart who being
duly sworn made that he was present and saw Mary Bullock
John Frew and John Singleton 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 Mary Bullock sign the Receipt hereon endorsed
and that he the Deponent with Jean Singleton signed their
names as witnesses thereto. Sworn to the 25th day of August 1799
before Simon Treas JP. Recorded 25 August 1799

South Carolina This Indenture Tripartite made the
Third day of July in the year of our Lord one thousand

279 seven hundred and ninety eight, Between Margaret Fleming
of George Town District in the State aforesaid Widow of the one
part, Robert Hamilton of the State and District of the second part
and Paul Durant of George Town District in the State aforesaid
of third part, Whereas a Marriage is intended by divine per-
mission shortly to be had and solemnized between the said Marga-
ret Fleming and the said Robert Hamilton, and whereas the said
Margaret by virtue of the last will and Testament of her late husband
James Fleming deceased is entitled to and possessed of a horse & saddle
and a Bed, and its furniture and of two Negro Girls named Gin and
Nancy and their future Increase, and likewise of ^{one} half of the Black
Cattle and Hogs which the said James Fleming died possessed of -
which said Cattle and Hogs from motives of convenience to the par-
ties interested have not as yet been divided so as that the part or
portion thereof to which the said Margaret is entitled can be special-
ly pointed out, and the said Margaret by virtue of the said last
will and Testament of the said James Fleming deceased is likewise
entitled to the work and labor of a Negro Man named Primas and of
a Negro woman named Been and of her Child named Sam and of the
future issue and increase of the said Negro woman during the life of
her the said Margaret as in and by the said last Will and Testament of
the said James Fleming deceased duly Proven and Registered in the
Office of the Ordinary of George Town District reference being there-
unto had will more fully and at large appear, and whereas in
prospect and consideration of the said intended Marriage the said
Robert Hamilton and the said Margaret Fleming have agreed
that the said Margaret shall grant sell bargain ^{and} ~~and~~ ^{alien} the
said property unto the said Paul Durant his Executors and Admin-
istrators In Trust nevertheless and to be for the several uses intents
and purposes herein after mentioned 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 for and in consideration of the sum of
five Pounds to the said Margaret Fleming in hand well and truly
paid by the said Paul Durant at and before the sealing and Delivery
of these presents the receipt whereof is hereby acknowledged she the
said Margaret Fleming hath granted bargained sold & delivered
and by these presents Doth grant bargain sell and deliver unto
the said Paul Durant all the Property to which she the said
Margaret is so as aforesaid entitled to or interested in, To have
and to hold the said property unto the said Paul his Executors Ad-
ministrators and Assigns for ever, In Trust nevertheless and to
and for the several uses intents and purposes herein after lim-
ited and declared of and concerning the same, that is to say
to the use and behoof of the said Margaret untill the said
intended Marriage shall be solemnized and take effect, and

280 from and immediately after the solemnization thereof, then upon
trust ^{that} the same shall not in anywise be subject or liable to the
control debts or engagements of the said Robert Hamilton, but
shall be and remain to the sole and separate use of her the said
Margaret and upon this further Trust and confidence that she
the said Margaret notwithstanding her Coverture shall and
may by her last Will and Testament in writing or any Instrument
of writing purporting to be her last Will and Testament, limit
appoint and dispose of the said property in such manner
to such uses as she may deem proper, and the said Robert Ham-
ilton doth for himself, his heirs Executors and Administrators, cove-
nant, promise and agree to and with the said Paul Durand his
Executors and Administrators, by these presents, in manner
following (that is to say) that if the said intended marriage
shall take effect, that then the said Robert Hamilton shall
and will permit and suffer the said Margaret Fleming to make
such will as aforesaid, and thereby to order, devise, limit and
appoint her said separate Estate to any person or persons, for
any trust, use, intent or purpose whatsoever, and that he the
said Robert Hamilton shall and will permit and suffer such
Will to be duly proved by the Executors in such will 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 Margaret Fleming
shall dispose any part of her said separate Estate by her will
as aforesaid shall and lawfully may peaceably and quietly have
hold occupy possess and enjoy the same, according to the true
meaning of such devise or appointment, without any let-
denial hindrance or interruption of or by the said Robert
Hamilton his Executors Administrators or assigns or any of them,
In Witness whereof the Parties to these Presents have hereunto
set their Hands and Seals this Third day of July in the year of
our Lord one thousand seven hundred and ninety eight and
in the twenty second year of the Independence of the United States of
America Margaret Fleming & Robert Hamilton
Sealed & Delivered in the presence of James Malcomson, Benjamin
Durant, Received the day of the date of the within Indenture
from the within named Paul Durand the sum of five Pounds
being the consideration money mentioned to be paid by him to me
Margaret Fleming, Witness James Malcomson, Benj. Durant,
State of South Carolina, George Town District, Before me Henry
Mouzon Esquire one of the Justices assigned for said District, Personally
came & appeared Benjamin Durant who being duly sworn made oath
that he was present & did see Robert Hamilton & Margaret Fleming
sign seal and as their act & deed deliver the within Instrument of
writing to for the uses intents & purposes therein set forth & that he this
Deponent & James Malcomson did subscribe their names as witnesses

281 ~~Writ~~ Sworn before me this 28 day of July 1798 Henry Mougou
J2. Recorded 11 September 1798

State of South Carolina

Know all men by these presents that I Peter Smith Bee of the City of Charleston in the State aforesaid, Gentleman am held and firmly bound unto Thomas Tunno, Thomas Matthews and James M. Call Ward all of the said City and State In Trust for Frances Caroline Ward also of the said City and State Spinster in the full and just sum of one thousand five hundred Pounds to be paid to the said Thomas Tunno, Thomas Matthews and James M. Call Ward in trust as aforesaid, their certain Attorney Executors Administrators or Assigns, to which payment well & truly to be made and done I bind myself and each and every of my Heirs Executors and Administrators firmly by these presents, Sealed with my Seal and dated the twentieth day of March in the year of our Lord one thousand seven hundred and ninety eight, and in twenty second year of American Independence, Whereas a Marriage by Gods permission is shortly to be and solemnized between the above bound Peter Smith Bee and the above named Frances Caroline Ward, and whereas the said Frances Caroline Ward is intitled unto one fourth part or share of the Real and Personal Estate of Love Ward deceased, which said part, share or proportion is mentioned contained and set forth in the list or schedule hereunto annexed and made a part of these presents - all which said Estate Interest and Property as aforesaid, the said Peter Smith Bee in consideration of the said Marriage hath contracted and agreed and doth hereby contract and agree on the said Marriage taking effect, to settle convey and assure the said Estate of the said Frances Caroline Ward with the Increase of her female Slaves unto the said Thomas Tunno, Thomas Matthews and James M. Call Ward their Heirs Executors Administrators and Assigns as Trustees in this behalf specially nominated and appointed to, for and upon the several uses, trusts intents and purposes herein after mentioned and declared of for and concerning the same, that is to say In Trust to permit and suffer, or else well and sufficiently to authorize and empower the said Peter Smith Bee the intended Husband to receive and take all and singular the Rents, Issues, Profits, Interest, Earnings and Increase arising or to arise from all and every part and parcel of the Estate of the said Frances Caroline Ward during the continuance of the said intended Marriage to and for the joint use, benefit and behoof of them the said Peter Smith Bee and Frances Caroline Ward the intended Husband and Wife free from the controul of the said Thomas Tunno, Thomas Matthews and James M. Call Ward or any other person or persons, or whomsoever, Provided always nevertheless that the said Trust Estate and the profits and increase of the same shall not in anywise howsoever be subject or liable to the payment and satisfaction of any of the present or future debts of the said Peter Smith Bee the intended Husband, and upon this further trust that in

282 case of the death of the said Frances Caroline Ward before the said Peter Smith Bee leaving issue, then for the use and behoof of the said Peter Smith Bee during his natural life, subject to the maintenance, education and support of the said issue, and on the death of the said Peter Smith Bee, then to the absolute use and behoof of the said issue if more than one share and share alike, or in case of the death of the said Frances Caroline Ward without issue or leaving issue of the death of such issue under age and unmarried, then in trust that the said Thomas Tunno, Thomas Matthews and James McCall Ward their heirs Executors or Administrators do and shall deliver up, pay, apply, divide and dispose of the said Estate, and merit and intended to be settled and assured as aforesaid, unto and among such person or persons and in such parts shares and proportions as the said Frances Caroline Ward the intended wife notwithstanding her Coverture, or whether covert or discover by any Deed in writing, as by her last Will and Testament in writing to be by her duly executed in the presence of three credible witnesses shall give, direct and appoint which said Deed or Will she the said Frances Caroline Ward is hereby and by the said Peter Smith Bee the intended Husband hereby enabled and empowered to make, But in case of the death of the said Frances Caroline Ward leaving no issue, and without making any Deed or Will in manner and form as aforesaid, then in trust to hold and apply the said Estate to and for the sole and absolute use and behoof of the said Peter Smith Bee absolutely and for ever, and in case of the death of the said Peter Smith Bee before the said Frances Caroline Ward leaving issue, then upon this further trust - that the said Thomas Tunno, Thomas Matthews and James McCall Ward their heirs Executors and Administrators shall divide the whole of the said Estate intended to be settled and assured as aforesaid into two equal Moieties or half parts, one Moiety or half part to go to, remain and be taken by her the said Frances Caroline Ward absolutely and for ever, and the remaining Moiety or half part to be held taken and reserved for the use and benefit of the issue of the said Marriage if more than one share and share alike, But in case of the death of the said Peter Smith Bee before the said Frances Caroline Ward without issue or leaving issue of the death of such issue under age and unmarried, then the whole of the said trust Estate to be remain and continue to the sole use and behoof of the said Frances Caroline Ward absolutely and for ever, as in her first and former Estate and to, for and upon no other use, trust or interest whatsoever, Now the Condition of this Obligation is such, that if the above bound Peter Smith Bee do and shall within months after the said Marriage shall take effect or whenever thereunto required by the said heirs Executors or Administrators well truly and sufficiently do and perform all and singular the articles covenants, matters and things above recited and declared, so as to settle and secure the Estate of the said Frances Caroline Ward in the way and manner and to for and upon the several uses trusts and purposes as aforesaid so as to render

283 the intended settlement to every and all intents and purposes firm sufficient full, compleat and effectual, and according to the intention of these Presents, then the above obligation to be void of no effect or else to remain in full force and virtue. Peter Smith Bee All sealed & Delivered in the presence of H. Means, Peter Ward & Acknowledged in Presence of Daniel James Ravenel Charleston 28. Personally appeared W. Daniel James Ravenel who being duly sworn made oath that he was present and heard Peter Smith Bee acknowledge his hand and seal to the foregoing Instrument of writing and delivered the same as his act and deed for the uses and purposes therein set forth, and that he the Depo- nent signed his name as a witness thereto, Sworn to the 17th day of September 1798 before Stephen Ravenel J^r.
Recorded 17th September 1798

South Carolina. This Indenture Tripartite made the tenth day of May in the year of our Lord one thousand seven hundred and ninety eight and in the twenty second Year of the American Independence, Between George Washington Boucquet of the State aforesaid Gentleman of the first part, Elizabeth Ballantine of the same place Spinster of the second part and Joseph Purcell of the same place Esquire of the third part, Whereas the said Elizabeth Ballantine is entitled in her own right to the three following Negroe Slaves to wit Lucy, Charles and Sam, and whereas a Marriage by Gods permission is shortly intended to be had & solemnized between the said Elizabeth Ballantine and the said George Washington Boucquet and whereas upon the treaty of and previous to the said intended Marriage taking effect it hath been agreed upon by and between the said George Washington Boucquet and the said Elizabeth Ballantine that the Negroe Slaves aforesaid should be settled and secured in manner and upon such Trusts and to and for such uses and purposes and subject to such restrictions and agreements as are hereinafter 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 of the natural Love and Affection which he the said George Washington Boucquet hath and beareth to the said Elizabeth Ballantine his intended wife, and also for and in consideration of the sum of ten shillings to her the said Elizabeth Ballantine in hand well and truly paid before the sealing and Delivery of these presents the receipt whereof is hereby acknowledged and for divers other good and sufficient causes and considerations her the said Elizabeth Ballantine thereunto moving she the said Elizabeth Ballantine by and with the privity and consent of

284 The said George Washington Bouquet her intended husband testified by his being party to and executing these presents hath bargained sold assigned transferred and set over and by these presents doth bargain sell assign transfer and set over to the said Joseph Purcell the before mentioned three Negroe Slaves together with the future Issue and Increase of such of them as are Females and also all the right Title and Interest of the said Elizabeth Ballantine of in and to the said Negroe Slaves and each and every of them To have and to hold the said three Negroe Slaves together with the future Issue and Increase of such as are Females unto the said Joseph Purcell his Executors Administrators and Assigns from henceforth for ever, Upon the Special Trust and Confidence nevertheless and to and for the several uses intents and purposes herein and hereby intended to be made limited &c. declared of and concerning the same that is to say In Trust for the sole Separate and distinct use of the said Elizabeth Ballantine during the continuance of the said intended Marriage without the molestation hindrance suit or disturbance of the said George Washington Bouquet his Executors Administrators or Assigns or any of them or any of his Creditors or other person or persons whomsoever, and in case of the death of the said Elizabeth Ballantine or of the said George Washington Bouquet leaving a Child or Children lawfully begotten then In Trust for the use of the Survivor of the said Elizabeth Ballantine and George Washington Bouquet during his or her natural life, and at the death of such Survivor to vest in such Child if there be only one and if more in such Children equally to be divided amongst them, and in the Executor Administrator or Assigns of such Child or Children, But in case of the Death of the said Elizabeth Ballantine or of the said George Washington Bouquet without leaving a lawful Child or Children then the aforesaid Negroes with the Increase of such as are Female shall go to and vest in the Survivor and in his or her Executors Administrators and Assigns for ever, In Witness whereof the said Parties to these Presents have hereunto set their Hands and seals on the Day & in the year first above written Geo. Washington Bouquet (ss) sealed & Delivered in the presence of Elizabeth Ballantine (ss) of E. Prescott, M. Mackay - & Joseph Purcell (ss) Charleston & Personally appeared W. Edward Prescott who being duly sworn made oath that he was present and saw George Washington Bouquet Elizabeth Ballantine and Joseph Purcell severally sign seal and as their respective Act and Deed deliver the within Instrument of writing to and for the uses & purposes therein set forth, & that he had Deposition with Mungo Mackay signed their Names as witnesses thereto. Witness my hand the 19th day of September 1798 before Stephen Ravenel &c. Recorded 19th September 1798.

285 South Carolina

This Indenture made the twentieth day of July in the Year of our Lord one thousand seven hundred and ninety eight and in the twenty third Year of the Sovereignty and Independence of the United States of America, Between Henry Lewis of the City of Charleston of the one Part, and William Lewis and Robert Byers of the same place of the other part, Witnesseth that the said Henry Lewis for and in Consideration of the natural love and Affection which he has for his Wife Elizabeth Lewis and for divers other good causes and considerations him thereunto specially moving, and also for and in consideration of the Sum of Five Shillings Sterling to him in hand paid at and before the sealing and delivery of these presents the receipt whereof he doth hereby acknowledge hath granted bargain ed sold released conveyed and confirmed, and by these presents doth grant bargain sell release convey and confirm unto the said William Lewis and Robert Byers their Heirs and Assigns, All my right title Interest and Claim in and to my Negro Wench named Cess with her future issue and increase now and hereafter, also all my Household and Kitchen Furniture Plate &c. To have and to hold the said Negro Wench and Household Furniture as aforesaid unto the said William Lewis and Robert Byers their Heirs and Assigns for ever, In trust nevertheless and to for the uses intents & purposes hereinafter expressed and declared that is to say to for the proper use & behoof of his said Wife Elizabeth Lewis her Heirs and Assigns, for ever, during her natural life or so long as she shall continue and be the Widow of the said Henry Lewis in case he should die before his said Wife Elizabeth Lewis, and from and after the decease of his said Wife or from & after the expiration of her Widowhood in case she should survive her husband the said Henry Lewis and should marry again to for the proper use & behoof of such Child or Children of the said Henry Lewis as may be living at his death or with whom his said Wife may be incident or pregnant at the time of his decease equally to be divided between them share and share alike and to their Heirs and Assigns respectively for ever,

Henry Lewis (LS)

Sealed & Delivered in the Presence of Daniel McGivering, Charles H. Devereaux
Recd 20th July 1798 of the within named William Lewis & Robert Byers the sum of Five Shillings Sterling being the consideration money in the within Deed mentioned Henry Lewis (LS) Witness Daniel McGivering Charles H. Devereaux, Charleston S.C. Personally appeared Mr. Charles Henry Devereaux who being duly sworn made oath that he was present and saw Henry Lewis sign Seal and as his Act and Deed deliver the within Instrument of writing to for the uses & purposes therein set forth that he also saw the said Henry Lewis sign Seal the above Receipt & that he the Deponent with Daniel McGivering signed their names as witnesses to the due Execution of the same, Sworn to the 23rd day of October 1798 before Stephen Ravine J.P. Recorded 23rd October 1798.

This Indenture made the Tenth Day of February in
 the Year of our Lord one thousand seven hundred ninety eight
 and of the Sovereignty and Independence of the United States of Amer-
 ica the twenty second, Between Christopher Gadsden White of
 Saint Stephens Parish in the said State Esquire and Martha his wife
 one of the Daughters and legatees of Richard and Harriett Walter both
 late of the Parish and State aforesaid deceased of the one Part, and
 John White of the City of Charleston in the State aforesaid Esquire of the
 other Part, Wherein a Marriage hath lately been had and solemnized
 by and between the said Christopher Gadsden White and the said Martha
 his wife, And Whereas the said Christopher Gadsden White was posses-
 sed in his own right of certain Male and Female Negro Slaves and the
 future Issue and Increase of the said Female Slaves, and the said Mar-
 tha White was at the time of her said inter marriage with the said
 Christopher Gadsden White was and will be entitled to receive under
 the respective Wills of her deceased Parents the said Richard and
 Harriett Walter, a considerable Estate as by their said last Wills and
 Testaments duly proven and recorded in the Secretarys Office of
 this State reference thereunto being had will fully & at large appear
 And Whereas the said Christopher Gadsden White in right of Martha
 his said wife, hath drawn from the Estate of the said Richard Walter her
 deceased Father sundry Negro Slaves, which with the Slaves so as aforesaid
 possessed by the said Christopher Gadsden White in his own right
 are named as follows Viz Sylvia, Mary, Bob, Hannah, Charles, Har-
 lotte, Frank, Anthony, Denah, and Phillip, And Whereas the said
 Christopher Gadsden White is contented and hath agreed, that the said
 Negro Slaves above mentioned and the future Issue and Increase of
 the said Female Slaves and all other the Estate to which he may
 be entitled in right of Martha his said wife either under the Will
 of the said Richard Walter her deceased Father as aforesaid, or under
 the last Will and Testament of the said Harriett Walter her deceased
 Mother as aforesaid, shall be secured and preserved for the uses and
 purposes hereinafter mentioned expressed and declared of for and
 concerning the same, and to and for no other Use Trust, Intent or
 Purpose whatsoever, Now this Indenture witnesseth that in
 pursuance of the said Marriage as well as the agreement
 aforesaid, and for and in consideration of the sum of Five Shillings
 Sterling Money, to the said Christopher Gadsden White by the said
 John White in hand well and truly paid, and for the settling and
 apportioning the Estate and Interest as aforesaid of the said Martha
 his wife as well in and to the Slaves as aforesaid together with
 the future Issue and Increase of the Female part thereof in such way
 and manner as is hereinafter mentioned, limited expressed &
 declared of and concerning the same, and for divers other good causes
 and considerations him the said Christopher Gadsden White hereunto
 moving, he the said Christopher Gadsden White hath assigned
 transferred and set over, Bargained sold and delivered and by
 these presents doth assign transfer and set over, Bargain sell and
 deliver unto the said John White his being Executor Administrator
 All the Estate Inheritance Right Interest and Benefit which
 the said Martha at the time of her Inter marriage aforesaid

was possessed of or is or may be interested in or entitled to under or by
 virtue of both or either of the last Wills and Testaments of Richard
 Walter and Harriett Walter her deceased Parents as aforesaid, as
 well as the Negro Slaves aforesaid, To have and to hold the same
 together with the future Issue and Increase as aforesaid of the said fe-
 male Negro Slaves unto him the said John White his heirs
 and Administrators for ever. Upon Trust nevertheless to and for and
 upon such Uses Trusts, Intents and Purposes as is or are herein after
 particularly mentioned expressed and declared of and concerning the
 same that is to say, In Trust that the said Christopher Gadsden White
 shall be suffered and permitted by the said John White his heirs
 Executors and Administrators at all times during the joint lives
 of the said Christopher Gadsden White and the said Martha his wife to
 have and receive the Gain Earning Interest and Profit of the said
 Estate and Interest, and also of the Negro Slaves aforesaid, as also of
 any Estate which he in right of his said wife may become possessed
 of from the Will of the aforesaid Harriett Walter deceased as aforesaid
 and to apply the same to his sole Use and Benefit without any ac-
 count whatsoever to be given therefor, and for such purpose and no
 other, and the said Estate and Slaves aforesaid and every part thereof
 to use work and employ in such way and manner as he the said
 Christopher Gadsden White in his Direction shall think fit and
 proper, Proved and always that the said Estate and Slaves
 together with the future Issue and Increase of the female Slaves
 as well as any Estate which may accrue in Negroes or otherwise
 from the Will of the said Harriett Walter deceased as aforesaid may
 at all times be sold and let to Interest or invested in such purcha-
 ses or changed and disposed of in such other way and manner as
 they the said Christopher Gadsden White and Martha his wife and
 the Trustee aforesaid conjointly shall think best and most ad-
 vantageous and beneficial for the Trust Estate aforesaid, and from
 and immediately after the dissolution of the said Marriage by the
 Death of either of them they the said Christopher Gadsden White and
 Martha his wife leaving Issue of the said Marriage, Then in
 trust to permit and suffer the Survivor of them to have receive &
 take the Gains Earnings Interest and profit of the said Trust Estate
 and any other Estate accruing from the Will of the said Harriett
 Walter deceased as aforesaid, to his or her own and sole particu-
 lar use and behoof, and for that purpose and no other to have
 hold use work and employ the said Trust Estate and every part
 thereof in such way and manner as he or she the surviving may
 think fit and proper, and from and immediately after the death of
 such survivor as aforesaid, Then in Trust to and for the use and
 behoof of the children or Issue of the said Marriage, if more than
 one, equally share and share alike to them their heirs and
 assigns for ever, But in case no child or Issue of the said Mar-
 riage should be living at the time of the dissolution thereof
 by the death of either of them, the said Christopher Gadsden White
 and Martha his wife as aforesaid, or that on the Death of either of
 them the said Christopher Gadsden White and Martha his wife

leaving Issue as aforesaid, such Issue should die in the life time of the Survivor as aforesaid, Then in Trust, for the absolute use Benefit and behoof of such Survivor his or her Heirs and Assigns for ever, and for no other use trust intent or Purpose whatsoever, and the said Christopher Gadsden White for himself his Heirs Executors and Administrators and every of them doth hereby fully Covenant promise grant bargain and agree to and with the said John White his Executors and Administrators and to and with every of them in manner and form following that is to say that he the said Christopher Gadsden White his Heirs Executors and Administrators and every other Person and Persons lawfully Claiming, or which may lawfully Claim any Estate Title Interest or Demand in or out of the said Trust Estate, shall and will from time to time and at all times hereafter at the reasonable request Costs and Charges in the Law of the said John White his Executors or Administrators make do levy suffer and executed or cause to be made done suffered levied suffered and executed all such other lawful and reasonable Acts Deeds Assurances and Conveyances in the Law for the more perfect assuring of the said Trust Estate unto the said John White his Executors and Administrators for the uses above mentioned as to him or them his or their Counsel learned in the Law shall be reasonably devised advised or required, In Witnesps whereof the said Parties to these Presents have hereunto interchangeably set their hands and Seals the Day and Year first above written

Sealed and Delivered in the presence of Sarah White - } C. G. White (ss)
 Darrell, 6th Darrell } M. White (ss)
 Charleston p. Personally appeared Mr. Edward Darrell who being duly sworn made oath that he was present and saw Christopher Gadsden White, Martha White and John White 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 Sarah White Darrell signed their Names as witnesses thereto. Sworn to the 26th day of October 1798 before Simon Meus J.P. Recorded 26th October 1798.

Au Nom De la Nation

Extrait des minutes de Moreau, Notaire du Cap deprod' au Jussé de la Sine'chaussé de la dite Ville du Cap Français.

Pardevant les Notaires au Cap Français Messrs. Côte de Saint Domingue résident soussignés

Jurent présents le Citoyen Joseph assigné Maître d'ordonner demeurant en cette ville rue dauphine paroisse Notre Dame Del'assomption, feullui natif de Arclemont en Languedoc paroisse Notre Dame fils majeur & Legitime du feu Citoyen Louis assigné et de Citoyenne Marguerite donia Ses père & mère Mipulant librement pour lui & de son consentement d'un par

& Citoyenne Suzanne p'dite demeurante en cette ville susdite parois-
native de la paroisse Notre Dame de La Rochelle fille majeure
& Legitime du Citoyen Amand Tudet t'tant & de Citoyenne Elisabeth
Mothue son Epouse, ses pere & mere, quelle d'ltre Dame veuve en
premiere nocce du Citoyen Bernard Savina deshonneurux vivant
Bougeois de cette ville du sap du quel mariage il est issu un enfant
male age d'environ quatre ans, la d'ltre Citoyenne future Epouse
Stipulante librement pour elle & de son consentement d'autre part.

les quels parties enin du mariage projette entrelles, qu'elles
promettent & oblige faire Solemnel en face de Notre mere la
Sainte Eglise & la premier requisition de l'ieu d'Elles; ont
fait et arrête les accords & Conditions civils du dit mariage ainsi
et Come Suit.

Art. 1^{er}

Il demeure expressément convenu qu'il n'y aura point de communauté
de Biens entre les futurs Epoux nonobstant la coutume de paris qui
requiert telle cōmunie ou toute autres qui en établissent une aux quels,
Loix & Coutumes il est expressément derogé & renoncé par les parties

En consequence de la non communauté de biens & dessus Stipules
par les futurs Epoux, il pouront chacun a Part & divis de tout
leurs Biens, meubles, Immeubles & autres quelconques qu'ils ont
maintenant ou qu'ils auront leur avenir par la Suite a quelque
titre que ce soit, le futur Epoux autorisant tout et de par la d'ltre
future Epouse a regir, gerer, gouverner, & administrer tous les biens
quelconques, de la maniere qu'elle jugera a propos, comme aussi
de passer tous Beaux a loyer, ou a titre de ferme des Ses
meubles & immeubles, les retier ou les renouveler en percevoir
les fruits loyer ou fermages, recevoir de tous autres debiteurs
les sommes qu'ils trouveront devoir du reçu du tout donner
quittance et de charge valable, faire toutes acquisitions de
Mobilier qu'elle jugera convenable, former toute demandes en
Justice pour la defence & Conservation de Ses droits, en un mot
faire & Signer tous actes que besoin sera pourvu toute fois
qu'ils ne s'etendent point au de la de la Simple administration

Art 2^e

Et pour Suite de cette exclusion de Communauté les futurs Epoux
payeront & acquitteront separement les dettes qu'ils pourroient
avoir contractés avant leur mariage meme celles qu'ils pourroient
Contracter durant leur conjunction sans que l'autre ni ses
biens puissent en être dans aucun Temps Tenus

Art. 3^e

Septièmement les futurs Epoux au biens & droits a eux appartenant
venus & a levoir, ceux de la future Epouse consistant
quant a present en Ses linges, hardes, Bijoux, meubles,
& Exclaves se tout estime huit mille neuf cent Quatrevingt
Six livres & plus Implemēt decrit & Circōstancie dans

L'inventaire qu'en a dressé la future Epouse qui a la requête
à celle du futur Epoux est demeuré annexé au présent pour
recours, préalablement certifié véritable par eux Signé & paraphé
des Notaires soussignés.

Et en outre dans ses reprises qu'elle a droit d'exercer sur
la succession de son Mary, comme ayant renoncé à la
communauté qui avoit été établie entre elle et le feu Citoyen
Laurinac par leur Contrat de Mariage au rapport de M^{re} de
et Roy notaire à la Rochelle & dernier depositaire de la
minute d'icelle en date du quatorze Avril mil Sept cent
Quatre vingt un; les quelles remises la dite Citoyenne promet
apporter au dit futur Epoux sitôt qu'elle aura pu s'en
procurer la rentée, pour par lui jouir des fruits d'icelles
afin de lui servir à supporter les charges du mariage.

Art. 4.^m

Ceux du futur Epoux consistant en divers meubles Meublen
Marchandises argent Effets & autres objets dont il n'a été
fait plus ample description à la requête des Parties

Le futur Epoux a donc et donne la future Epouse d'une
Somme de Quatre mille livres pour elle de denaire pressé
une fois payée & sans retour à l'avoir & prétendre sitôt
son mariage sur les plus clairs biens du dit futur Epoux
qui y demeurent de le jour spécialement affectés &
hypothéqués

Art. 5.^m

Le survivant des futurs Epoux aura & prendra par forme de gain
de survie, une Somme de Deux mille livres une fois payée qu'il
eut des enfants ou non du futur Mariage.

Art. 6.^m

En raison de la non communauté des biens et pour établir d'une
manière légale la propriété des meubles & autres effets que la
future Epouse pourroit acquies durant son mariage elle sera
tenu de les Marquer ou de les faire Marquer à son nom ou
bien d'en justifier la vraie propriété par des pièces authentiques
ou des quittances sincères. En conséquence l'Etampe dont se
servira la future Epouse sera des Caractères I. S. J. A & celle dont
se servira le futur Epoux sera des lettres J A F I G N E

Art. 7.

S'il est vendu ou aliéné des biens propres à la future Epouse
Remploy en sera fait par le futur Epoux car ses ayant cause en
objets suffisants & représentatifs de ceux vendus; et en cas que le
Remploy n'auroit pas été effectué à la dissolution du mariage
la future et ses Siens auront le droit de reprendre sur les biens
du futur Epoux par hypothèque & privilège Spécial, Somme
suffisante pour la dédommager des aliénations qui pourroient avoir
été faites de ses biens durant son mariage.

Sont enfin convenues les parties qu'il leur sera loisible de disposer par testament, donation, entrevue ou autrement soit en faveur l'un de l'autre, de leurs enfants si aucuns sont, ou de tous autres des Biens qu'ils ont maintenant, et ceux qui pouront leur avenir à quelque titres que ce soit distraction préalablement faite des légitimes des enfants s'il en existe.

et pour faire insinuer les présentes si besoin est au Greffe de la Sénéchaussée du Cap et par tout ailleurs ou besoin sera les parties Constituent pour leur procureur le porteur d'une expédition d'icelles lui donnant pouvoir.

Ces ainsi ce qui dessus a été voulu. Signé l'acte se accorde entre les parties qui pour l'entière execution & accomplissement des présentes sans y contraindre à peine de tous depens dommages & intérêts ont élu leur domicile en leur demeure chadite aux quels lieux non obstant & promettant & obligeant & renonçant &

fait & passé au Cap en l'Inde l'an mil Sept cent quatre vingt neuf le trente Juin apres midy et a la dette future Epouse Signé avec nous & le dit futur Epoux a déclaré le savoir de ce interpellé suivant l'ordonnance ainsi Signé a la minute J. J. S. Savignac, Mangeot & Manseau Notaires

Suit la teneur de l'inventaire Signé cy de bas.

Inventaire des biens et effets, a moi appartenant pour être annexé au Contrat de Mariage projeté entre moi V. Savignac & le Citoyen Joseph Assigne

Savoir

un lit garni . . .	188	12 paires de poches . . .	100
une armoire d'ajou . . .	49.10	7. manchons garnis . . .	700
un petit lit au petit . . .	33. —	en dentelles . . .	
une glace . . .	82. —	30. d ^e Blanc . . .	351.
9 chaises & 3 fauteuils . . .	49.10.	idem couleur . . .	66
1. Stindre . . .	37. —	plus 2 p ^{tes} Boncles dorées . . .	132
12 paires de draps . . .	366. —	1. Collier . . .	260
plus 6 naps encre . . .	100. —	2. couvertures de satin blanc . . .	66
2 douzaines Serviettes d. . .	100. —	2. Tapis de Besogne . . .	66
18 chemises garnies . . .	300. —	une toilette garnie . . .	33.
26. des abellens garnis . . .	2000	plus un mouchoir de hon . . .	
6 Jupons uni . . .	100	garni de mouchoirs brodés . . .	32
12. Corsets . . .	100.	du negresse . . .	2500.
		2 mallettes . . .	66
		toute la batterie de cuisine . . .	66
		2 flambeaux . . .	33.
		Total . . .	8996

Contesie Veritable Signé & paraphé au desir du Contrat de mariage en date de ce jour Trente Juin mil Sept cent quatre vingt neuf au rapport des notaires soussignés & ont la dette Citoyenne future Epouse Signé avec nous & le dit futur Epoux a déclaré le savoir de ce interpellé suivant l'ordonnance ainsi Signé a la minute J. J. S. Savignac, Mangeot, & Manseau Notaires

Collation & delivre expédition a la Citoyenne assigne par moi Greffier soussigné Cap le Vingt Sept Nivose l'an quatre de la République française une & indivisible. Berque

Ent et rechauc
leur tinte
trois fois.

State of South Carolina. By John Mitchell Esquire Justice of the City of Charleston. Duorum in and for the said State and notary public duly sworn and commissioned by letters patent under the Great Seal of of the State residing and practicing in the City and State aforesaid.

Do hereby testify that on the day of the date hereof personally came and appeared before me the said Notary M^r Mauran who being duly sworn on the holy Evangelists did depose testify and declare that the within fore prayer and a quarter of a page paper containing a just true fact and correct copy of the Marriage Contract entered into by and between Joseph Agard and Susan Judite Nations below this deponent and M^r Maligout public Notaries at said Monrovia in the month of June in the year Seventeen hundred and eighty nine and signed by the Justice M^r Berquet. The deponent further testifies that he has good reason to believe and hold Verily believe that the marriage between the said Joseph Agard and Susan Judite was solemnized and publicly celebrated at said Monrovia but not being present at the same he is not much more positively. He has also seen that he knows the said Joseph Agard and Susan Judite lived together for several years afterwards as man and wife was publicly acknowledged as such and that no person to his knowledge doubts their being so.

Mauran

(a Seal)

In testimony whereof the said Notary have hereunto set my hand and affixed my seal at Office of Charles Town this twenty fifth day of October in the year of our Lord one thousand seven hundred and seventy eight and in the twenty third year of the Independence of the United States of America.

Not. Pub.

Recorded 27th October 1798.

This Indenture made the twenty sixth Day of September in the Year of our Lord one thousand seven hundred and eighty nine Between Anthony Walton White of the City of New York Esquire and Margaret his wife of the one part (and Josiah Smith and Thomas Doughty both of the City of Charles Town in the State of South Carolina Merchants and David Ramsay of the same place Esquire of the other part, Whereas William Ellis late of Charles Town in the State of South Carolina aforesaid, in and by his last Will and Testament duly executed bearing date the thirteenth day of October in the Year of our Lord one thousand seven hundred and seventy one, did among other things leave devise and bequeath unto his Daughter Margaret Ellis now Margaret White the wife of Anthony Walton White aforesaid and to her Heirs and Assigns forever, All that certain Messuage or House and Land situate on White Point in the City of said State aforesaid, together with a certain piece or part of a Lot of Land adjoining to and lying Eastward of the aforesaid Land with all and singular the Houses, Buildings and Appurtenances thereunto belonging, and also one equal fifth part of all the rest residue and remainder of his Real and Personal Estate not therein and thereby disposed of, and did shortly after depart this life without altering or revoking the same, as in and by the said last Will and Testament or the probate thereof of Record in the Secretary's Office in the State of South Carolina aforesaid, reference thereunto being had will more fully and at large appear, And Whereas also Mary Ellis late of the same place Widow in and by her last Will and Testament duly executed bearing date the fifteenth day of August in the Year of our Lord one thousand seven hundred and eighty did among other things give devise and bequeath unto the said Margaret

the wife of the said Anthony Walton White the full and equal undivided
 third part of all her Estate both Real and Personal (first deducting
 the legacies in the said will contained,) and to her heirs and assigns
 for ever, and shortly thereafter did depart this life without al-
 tering or revoking the same, as in and by the said last will and Tes-
 tament reference thereunto being had shall more fully and at
 large appear. Now therefore This Indenture witnesseth that
 the said Anthony Walton White and Margaret his wife in Consider-
 ation of the premises and for and in consideration of the sum of Ten
 Shillings by the said Josiah Smith, Thomas Doughty and David
 Ramsey to them the said Anthony Walton White and Margaret his
 wife in hand well and truly paid at and before the Ensigning and
 delivery of these presents, the receipt whereof is hereby acknowledged
 have and each and every of them, hath granted Bargained sold
 aliened, Remised, Released, and Confirmed, and by these presents
 do and each and every of them Doth Grant Bargain Sell Alien Re-
 mise Release and Confirm unto the said Josiah Smith, Thomas
 Doughty and David Ramsey, and to their heirs Executors Adminis-
 trators and Assigns, all that aforesaid Mesuage or House and lands
 together with that piece or part or lot of land herein before men-
 tioned, and also all other the real Estate of whatever kind or nature
 so ever which hath been devised and bequeathed unto the said Mar-
 garet the wife of the said Anthony Walton White in and by the said
 recited last will and Testament together with all and singular
 the Houses Buildings and Appurtenances thereunto belonging, and
 the Reversion and Reversions, Remainder and Remainders, Rents
 Issues and Profits of all and singular the premises and any part and
 parcel thereof, and also all the Estate Right Title Interest Claims
 and Demand whatsoever of them the said Anthony Walton White &
 Margaret his wife of in and to the premises or any part and parcel
 thereof, To have and to hold the said Mesuage or House, dotts and
 parcels of land and premises and all and singular other the pre-
 mises herein before mentioned or intended to be hereby Released
 and every part and parcel thereof with their and every of their rights
 members and Appurtenances unto the said Josiah Smith, Thomas Doughty
 and David Ramsey their heirs and Assigns for ever, to the only proper
 use and benefit of the said Josiah Smith, Thomas Doughty & David
 Ramsey their heirs and Assigns forever, nevertheless to for and upon the
 Trusts Intents and purposes hereinafter mentibred and expressed, -
 that is to say, upon the special Trust that they the said Josiah Smith
 Thomas Doughty and David Ramsey or the Survivor of them his Executors
 Administrators or Assigns shall and do either pay to or do permit &
 suffer the said Margaret White or her Assigns (the same to be at her
 Election) to receive all the clear Yearly Rents Issues and Profits of
 the Mesuage dotts and Premises herein and hereby Demised Released
 and Conveyed and of every part and parcel thereof, the same to go
 to be to or for the sole separate personal and peculiar use benefi-

244 and disposal of her the said Margaret White and her assigns not to be paid to the said Anthony Walton White her said husband or as he shall appoint, but to be paid to the proper hands of her the said Margaret White or to such person or persons as he (by any note or writing to be by her signed with her name of her own proper hand writing notwithstanding her present Coverture and as if she was a feme sole) shall from time to time appoint or direct and that the same or any part thereof shall not from hence forth in any wise be subject or liable to the disposal intermeddling, controul engagements debts or incumbrances of him the said Anthony Walton White her said husband, and that the receipt of her the said Margaret White signed by her proper hand notwithstanding her present Coverture of such person or persons to be by her appointed to receive the same as aforesaid shall from time to time and at all times be good and sufficient discharge to the Trustees their Executors and assigns for so much as shall be by her or them thereby acknowledged to be received from them or any of them, Provided always that from and immediately after the death of the said Margaret White, then this Instrument to be null and void any thing herein contained to the contrary thereof in any wise notwithstanding. In Witness whereof the said parties to these presents have hereunto Interchangeably set their hands and seals the day and year first above written. Sealed and Delivered in the presence of us *Anthony W. White (hs)*
Margaret White (hs)
 the word third instead of the word fifth in the first page & the ninth line from the bottom being first Interlined Lewis Morris Junr, Catharine Tutereil, Martha Laurens Ramsay South Carolina - 2 Personally appeared Miss Catharine Tutereil Charleston District who being duly sworn made oath that she was present and saw Anthony Walton White Esq. and M^{rs} Margaret White severally sign seal and as their act and Deed deliver this Indenture for the uses and purposes within set forth, and that she this Deponent with M^{rs} Martha Laurens Ramsay subscribed their names as witnesses thereto. Sworn to this 2^d December 1789 Before Peter Trencan J.B.
 Recorded 21st November 1798.

South Carolina
 Jan 12th -

This Indenture Tripartite made the Twenty sixth day of March in the Year of our Lord one thousand seven hundred and eighty eight, Between Catherine Mariane Mazzyck of St. Johns Parish in the State aforesaid of the first part, Stephen Mazzyck Brother of the said Catherine Mariane Mazzyck of the said Parish, and Samuel Wilson of Charleston in the State aforesaid of the second part, and John Cordes of the Parish of St. Stephens Santer in the State aforesaid, of the third part, Whereas a Marriage by legal permission is shortly intended to be had and solemnized between the said John Cordes and Catherine Mariane Mazzyck, And Whereas the said Catherine Mariane Mazzyck at time of executing these presents is and stands possessed of a personal estate -

consisting of twenty Slaves named Lezotte, Charles, Isaac, Daphne, Lizzy, Dianna, Ty, Phillis, Clapp, Clary, Anne, Dick, William, Paul, Lucy, Hannah, Leenture, Willoughby, Maria and George, and of certain Bonds particularly mentioned in a Schedule hereunto annexed, And whereas upon the treaty of the said Marriage it hath been and is agreed between the said John Cordes, & Catherine Mariane Mazyck that the said Slaves and the future Issue of the Female Slaves and the said Bonds mentioned in the Schedule hereunto annexed and the Monies due thereon shall be by her the said Catherine Mariane Mazyck bargained sold, assigned and set over unto the said Stephen Mazyck and Samuel Wilson their Executors Administrators and Assigns in Trust to for and upon the several uses intents and purposes hereinafter expressed of and concerning the same, respectively, Now this Indenture Witneeth that in pursuance of the said recited agreement, and in consideration of the said intended Marriage, and also in further consideration of the sum of five Shillings Sterling Money to her the said Catherine Mariane Mazyck in hand paid before the delivery of these presents the receipt whereof is hereby acknowledged she the said Catherine Mariane Mazyck by and with the knowledge Privity Consent and approbation of the said John Cordes her intended Husband testified by his being a party to and signing and sealing these presents which he doth in consideration of the said intended Marriage, hath bargained sold and delivered, and by these presents doth bargain sell and deliver unto the said Stephen Mazyck and Samuel Wilson their Executors Administrators and Assigns the said Slaves above mentioned with the future Issue and Increase of the Female Slaves, to have and to hold the said Slaves and the future Issue and Increase of the said Female Slaves unto the said Stephen Mazyck and Samuel Wilson their Executors Administrators and Assigns in Trust nevertheless to and for the several uses intents and purposes herein after mentioned, that is to say, In Trust to and for the use benefit and behoof of the said Catherine Mariane Mazyck her Executors Administrators and Assigns until the said intended Marriage shall be solemnized and take Effect and from and immediately after the solemnization of the said intended Marriage then in Trust to and for the use benefit and behoof of them the said John Cordes and Catherine Mariane Mazyck during their joint and natural lives, and from and after the Death of the said Catherine Mariane Mazyck if she should die before the said John Cordes leaving Issue of her Body (by the said John Cordes) then living then in Trust to and for the use benefit and behoof of such Child or Children if one to the use benefit and behoof of such Child his or her Executors Administrators and Assigns for ever, and that the said Trustees and the Survivor of them his Executors Administrators and Assigns, shall and on the arrival of such Child to the age of twenty one years if a Male or to the day of Marriage or the age of twenty one years if a Female convey the aforesaid Slaves with the future Issue and Increase

of the Females to such Child his or her Executors Administrators and Assigns for ever, free and discharged of and from all further and other Trusts whatever if more than one to the Joint use Benefit and behoof of such Children until either of them arrive if a male to the age of twenty one years, if a Female to the day of her Marriage or the age of twenty one years, Then in Trust to and for the use benefit and behoof of such Child as shall be then alive their Executors Administrators and Assigns for ever, as Tenants in Common and not as Joint Tenants, and that the said Trustees and the Survivor of them his Executors Administrators and Assigns shall and will then cause the said Slaves and the future Issue and Increase of the Females to be impartially divided by three disinterested Freeholders, and the share of each Child to be ascertained, by drawing lots and shall and will then convey to such Child and afterwards to every other Child who shall arrive if a male to the age of twenty one years if a Female to the day of her Marriage or age of twenty one years his or her share to him or her his or her Executors Administrators and Assigns for ever, free and discharged of from all other and further Trusts whatever, and in case the said Catherine Mariane Mazyck should not leave such Issue of her Body living at the time of her Death or if she should leave such Issue and all of them should die before either of them arrive if a male to the age of twenty one years without leaving Issue of his Body, then living if a Female to the day of her Marriage or the age of twenty one years, Then in Trust to and for the sole use benefit and behoof of the said John Cordes his Executors Administrators and Assigns for ever, and that the said Trustees and the Survivor of them his Executors Administrators and Assigns shall and will convey the said Slaves with the future Issue of the Females unto the said John Cordes his Executors Administrators and Assigns for ever, free and discharged of and from all further and other Trusts whatever, But in case it should happen that the said John Cordes should die before the said Catherine Mariane Mazyck, Then in Trust to and for the sole use benefit and behoof of the said Catherine Mariane Mazyck her Executors Administrators and Assigns for ever, and that the said Trustees and the Survivor of them his Executors Administrators and Assigns shall and will convey the said Slaves and the future Issue and Increase of the Females unto the said Catherine Mariane Mazyck her Executors Administrators and Assigns for ever free and discharged of and from all further and other Trusts whatever, And this Indenture further witnesseth that in further pursuance of the said recited agreement and in consideration of the said intended Marriage, and also for the further consideration of Five Shillings Sterling Money to her the said Catherine Mariane Mazyck in hand paid by the said Stephen Mazyck and Samuel Wilson before the delivery hereof the Receipt whereof is hereby acknowledged by the said Catherine Mariane Mazyck by and with the knowledge, privity consent and approbation of the said John Cordes testified in manner as aforesaid, hath bargained sold assigned and set over and by these presents, doth bargain sell assign and set over unto the said Stephen Mazyck and Samuel Wilson their Executors

Administrators and Assigns the said Bonds mentioned in the last of the
 herents annexed and the monies thereupon due and owing, and all her
 Right and Interest to and in the same In Trust nevertheless to &
 for the several uses intents and purposes therein after mentioned
 that is to say In Trust to and for the use benefit and behoof of the said
 Catherine Mariane Mazyck her Executors Administrators and Assigns
 until the said intended Marriage shall be solemnized and take
 effect, and from and immediately after the solemnization of the said
 intended Marriage then In Trust that they the said Stephen Mazyck
 and Samuel Wilson and the Survivor of them his Executors Administrators
 and Assigns shall and will during the joint and natural lives of the
 said John Cordes and Catherine Mariane Mazyck receive and pay unto
 the said John Cordes or otherwise authorize him to receive to his own use
 benefit and behoof all such Interest Monies as are now and shall
 hereafter become due on the said Bonds during the joint & natural
 lives of the said John Cordes and Catherine Mariane Mazyck from &
 after the death of the said Catherine Mariane Mazyck should she die
 before the said John Cordes leaving Issue of her Body by the said John
 Cordes then living, then In Trust that the said Stephen Mazyck and
 Samuel Wilson and the Survivor of them his Executors Administrators
 and Assigns shall and will receive and apply all such Interest Monies
 as shall be thereafter due on the said Bonds to and for the use benefit &
 behoof of such Child or Children if one to the use benefit & behoof of such
 Child until such Child shall arrive if a Male to the age of twenty one
 years if a Female to the day of Marriage or age of twenty one years &
 then that they shall and will assign and set over the aforesaid Bonds
 and the Monies thereupon due and owing unto such Child his or her Exe-
 cutors Administrators and Assigns for ever, free and discharged of and
 from all further and other trusts whatever if more than one to the joint
 use and benefit and behoof of such Children until either of them shall
 arrive if a Male to the age of twenty one years if a Female to the day of
 her Marriage or age of twenty one years and then that they shall re-
 ceive and pay unto such Child and to every other of the said Children who
 shall arrive if a Male to the age of twenty one years and if a Female to the
 day of her Marriage or the age of twenty one years an equal portion or
 sum of the Monies due on the said Bonds to the use benefit & behoof of
 such Child his or her Executors Administrators and Assigns for ever
 And in case the said Catherine Mariane Mazyck should not leave
 such Issue of her Body living at the time of her death or if she should
 leave such Issue and all of them should die before either of them arrive
 if a Male to the age of twenty one years without leaving Issue of his Body
 then living if a Female to the day of her Marriage and age of twenty one
 years, then In Trust to and for the sole use benefit and behoof of the
 said John Cordes his Executors Administrators and Assigns for ever
 and that the said Trustees and the Survivor of them his Executors
 Administrators and Assigns shall and will assign and set over the said
 Bonds, and the Monies due thereon unto the said John Cordes his Exe-
 cutors Administrators and Assigns for ever, free and discharged of
 from all further and other trusts whatever, but in case the said

happen that the said John Cordes should die before the said Catherine Mariane Mazyck, Then In Trust to and for the sole use benefit and behoof of the said Catherine Mariane Mazyck her Executors Administrators and Assigns forever, and that the said Trustees and the Survivor of them his Executors Administrators and Assigns shall and will assign and set over the said Bonds and the Monies due thereon unto the said Catherine Mariane Mazyck her Executors Administrators and Assigns for ever free and discharged of and from all further and other Trusts whatever, and the said John Cordes in consideration of the said intended Marriage, and also in consideration of the sum of five Shillings Sterling Money to him in hand by the said Stephen Mazyck and Samuel Wilson before the delivery of these presents doth hereby for himself his heirs Executors and Administrators covenant promise and agree to and with the said Stephen Mazyck and Samuel Wilson their Executors and Administrators and Assigns in manner following that is to say, that it shall and may be lawfull for the said Stephen Mazyck and Samuel Wilson their Executors Administrators and Assigns at all times during the Joint and Natural Lives of the said John Cordes and Catherine Mariane Mazyck to use the names of the said John Cordes and Catherine Mariane Mazyck in suing for and recovering and receiving the Interest Monies due and to grow due on the said Bonds, and also that after the Death of the said Catherine Mariane Mazyck should she die before the said John Cordes, and should the said John Cordes administer on her Estate it shall be lawfull for the said Stephen Mazyck and Samuel Wilson their Executors Administrators and Assigns to use the name of him the said John Cordes (if the same shall be necessary to carry into execution the trusts aforesaid) in suing for recovering and receiving the principal and Interest Monies due and to grow due on the Bonds aforesaid. In Witness whereof the said Parties to these presents have hereunto interchangeably set their Hands and Seals the day and year first above written

A Schedule of Bonds, Stephen Mazyck's Bond dated first day of March 1788 for four hundred and forty eight Pounds 6/12 Sterling
 Stephen Mazyck's Bond dated first of March 1788 for three hundred and seventy six Pounds ten Shillings and one Penny Sterling
 Signed Sealed & Delivered in the presence
 of us the words die being interlined between Stephen Mazyck
 the seventh & eighth lines from the top of the Catherine M. Mazyck
 fourth sheet Mary Porcher, Rene Ravenel John Cordes
 Received on the day and year first within mentioned the sum of fifteen Shillings from the within Stephen Mazyck and Samuel Wilson
 L. O. 15.
 Catherine M. Mazyck
 John Cordes

Charleston. Personally appeared Mr. Rene Ravenel, who being duly sworn made oath that he was present and saw Stephen Mazyck, Catherine M. Mazyck and John Cordes severally sign seal and as their respective Act and Deeds deliver the

299 within Instrument of writing to and for the uses and purposes therein
in set forth and that he the Deponent with Mary Parker signed
their names as witnesses thereto, Sworn to the 8th day of Decem-
ber 1798 before Simon Thurg J.P. Recorded 8th December 1798.

V

This Indenture made the sixth day of November
in the year of our Lord one thousand seven hundred and ninety
eight, Between Elizabeth Stewart of the Parish of St. George
Dorchester in the State of South Carolina spinster of the first part
William Morgan of the same place practitioner of Physic of the
second part, and James R Stewart also of the same place Planter
of the third part, Whereas a Marriage by Gods permission is short-
ly intended to be had and solemnized between the said Elizabeth
Stewart and the said William Morgan, and whereas the said
Elizabeth Stewart at the time of executing these presents is seized
in Fee Simple of a certain Plantation or Tract of land situate ly-
ing and being in St. Georges Parish aforesaid measuring and contain-
ing Acres be the same more or less, butting and bound-
ing to the North on lands now or late of Thomas Smith the elder and
James Stewart to the West on lands of John Rose to the South on
other part of the said Tract of land belonging to Mary Stewart
and to the East on lands belonging to Joor and Baker or Michael
Rodolph, and is also possessed of six Negroes known by the names
Charlotte, Dick, Abraham, Deliah, Binah, and Bellow, and
Whereas upon the treaty and previous to the intended Marriage
aforesaid, it hath been agreed between the said Elizabeth Stewart
and William Morgan that the Real and Personal Estate of the
said Elizabeth Stewart shall be by her granted released and
assigned to and vested in him the said James R. Stewart his
heirs Executors Administrators and Assigns to and for the several
uses trusts intents and purposes herein after mentioned limit-
ed, expressed and declared of and concerning the same, Now
This Indenture Witnesseth that in pursuance of the said
recited agreement and in consideration of the said intended
marriage, and also for and in consideration of the sum of Ten
Shillings Sterling money to the said Elizabeth Stewart in hand
now paid by the said James R. Stewart at and before the seal-
ing and delivery of these presents the receipt whereof she doth
hereby acknowledge and for divers other good and valuable
causes

causes and consideration her therunto especially moving she
the said Elizabeth Stewart by and with the knowledge privity
consent and approbation of the said William Morgan her in-
tended husband testified by his being a party to and executing
of these presents, hath granted bargained, sold, aliened re-
leased conveyed and confirmed, and by these presents, Dotho-
grant bargain sell alien release convey and confirm unto
the said James R. Stewart in his actual possession now -
being by virtue of a Bargain and Sale to him thereof made -
by the said Elizabeth Stewart by Indenture of lease bearing date
the day next before the day of the date of these presents for the
term of one whole year and by force of the Statute for trans-
ferring of uses into possession of force in this State and to his
Heirs and Assigns for ever, All that the aforesaid Plantation
or Tract of Land herein before particularly mentioned and
described, Together with all and singular the Houses out-
Houses Edifices Buildings hereditaments rights members
and appurtenances whatsoever to or upon the same belonging
or in any wise incident or appertaining and the Reversion
and Reversions, Remainder and Remainders yearly & other
Rents Issues and Profits thereof, and of every part or parcel
thereof, and also all the Estate right title Interest use trust
possession property profit, benefit, claim and demand whatso-
ever of her the said Elizabeth Stewart of in and to the same,
To have and to hold the said Plantation or Tract of Land
and all and singular other the premises with their and every-
of their appurtenances herein before mentioned or intended
to be hereby granted bargained and sold unto the said James
R. Stewart his Heirs and Assigns to the only proper use benefit
and behoof of the said James R. Stewart his heirs & assigns -
for ever, In Trust nevertheless to and for the several uses in-
tents and purposes herein after mentioned expressed and
declared of and concerning the same, Now this Indenture
further witnesseth that for the considerations aforesaid and in
further pursuance of the said agreement, and also for the further
sum of Ten Shillings Sterling Money aforesaid to the said
Elizabeth Stewart in hand well and truly paid by the said
James R. Stewart at and before the sealing and delivery of
these presents the receipt whereof she doth hereby acknowledge
she the said Elizabeth Stewart by and with the like privity
consent and approbation of the said William Morgan her intended