

firmy to all intents and purposes as if she were a feme sole and un-married. And the said Norwood Witter for himself his Heirs Executors and Administrators doth by these presents Covenant Promise & agree to and with Francis Rivers and Daniel Holmes their Heirs Executors Administrators and Assigns that he the said Norwood Witter his Heirs Executors Administrators and Assigns shall and will from time to time and at all times hereafter upon the reasonable request of the said Francis Rivers and Daniel Holmes their Heirs Executors and Administrators make do and execute all such further and other lawful and reasonable Acts Deeds and Conveyances in the law for the Corroborating and Confirming these presents and for the further and better conveying assuring and Asuring all and singular the premises herein before mentioned and intended to be granted Released and Assigned unto the said Francis Rivers and Daniel Holmes their Heirs Executors Administrators and Assigns as by him or them or his or their Counsel learned in the law shall be reasonably advised devised or required. In Witness whereof the said Parties have hereunto interchangably set their hands and seals the Day and Year first above written Francis Rivers Senr (AS) /
 Norwood Witter (AS) Danl. Holmes (AS) Lois Holmes (AS)
 A. D. there appears a Negroe wench by the name of Grace which was left out in Nameing of the above Negroes and has been Interlined in line twenty eight by me Jos. Dill, sealed and Delivered in the presence of Jos. Dill, Jane E. Dill, Charleston, Personally appeared Wm Joseph Dill who being duly sworn made oath that he was present and saw Francis Rivers senior, Norwood Witter Daniel Holmes and Lois Holmes severally sign seal and as their 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 Jane E. Dill signed their names as witnesses thereto, sworn to the 6th day of March 1797 before Stephen Rawlings J^r.
 Recorded 6th March 1797.

State of South Carolina

I Know all men by these Presents, that I John Gipendanner of Charleston in the State aforesaid, am held and firmly bound unto Daniel Miscally also of the said City and State Trustee for and on behalf of Susannah Beppellon also of Charleston, widow, in the full and just sum of two hundred pounds Sterling Money, to be paid to the said Daniel Miscally as Trustee aforesaid, his certain Attorney Executors Administrators and Assigns to which payment well and truly to be made and done, I bind myself my Heirs Executors and Administrators by these presents sealed with my seal and dated this twentieth day of December in

52 in the year of our Lord one thousand seven hundred and ninety five -
Whereas a Marriage by Gods permission is shortly to be had
and solemnized, between the said John Giffendanner and -
Susannah Bepellen, And whereas the said Susannah Bes-
sellen is entitled to certain Real and Personal Estate, as the
Heir of Philip A. Bepellen her late Husband now the Condi-
tion of the above obligation is such, that in case the said
intended marriage shall take effect, then if the said Johns-
Giffendanner do and shall from time to time and at all times
hereafter permit the said Susannah Bepellen his intended
Wife peaceably and quietly to have hold occupy possess and
enjoy in as full and ample a manner, as she the said Susannah-
Bepellen now or at any time before the executing hereof hath
or doth hold occupy possess and enjoy, the said Real and Personal
estate so descended as aforesaid, and also if he the said John
Giffendanner do and shall at all times hereafter allow
permit and suffer the said Susannah Bepellen to sell and
dispose of such Real and Personal Estate so descended to her
aforesaid, by any Deed or writing, or by her last Will and
Testament in writing, to any person or persons whomsoever
notwithstanding her intended Coverture, and also if the said
John Giffendanner shall not do, or cause to be done, any such
act matter or thing whatsoever, by means whereof the said
Estate so descended to her as aforesaid, or any part thereof
shall or may be any way charged or incumbered in any
manner howsoever or whereby or by means whereof the said
Susannah Bepellen shall or may be in any wise hindred or
molested in the quiet and peaceable possession and enjoyment
thereof, or in the quiet vending or disposing thereof, by such
her Deed, writing or will as aforesaid, then and in such case
the above written obligation shall be void and of none effect -
on else to remain in full force & virtue John Giffendanner *fls*
Sealed and Delivered in the Presence of Joseph Darby, Isaac
Dumons, South Carolina Charleston District, Joseph Darby
being duly sworn made oath that he was present and saw -
the above named John Giffendanner sign seal and as his
act and Deed deliver the above instrument of writing to and
for the uses and purposes therein mentioned, and that he the
Deponent together with Isaac Dumons witnesseth the
due execution of the same, Joseph Darby, Sworn
before me this 21st day of March 1797 Mannington R.R.
Recorded 20th March 1797

This Indenture made the twenty
third Day of March in the year of our Lord one thousand seven
hundred and Ninety seven, and in the twenty first Year of the
Independence of the United States of America Between Peter
Trezevant of the city of Charleston in the State aforesaid Broker
of the one Part, and Alexander Chisolm of Charleston aforesaid
Esquire, of the other Part, Whereas Elizabeth Willoughby Treze-
vant, the Wife of the said Peter Trezevant before her Intermar-
riage with him, was seized and possessed in her Demesne as
of fee, of and in that House and Lot of Land situate in King
Street in Charleston aforesaid, bounding Southwardly upon Land
of William Holmes, Eastwardly on Land of Thomas Osborn, &
Northwardly upon Land of David Denoon and Westwardly upon
King Street aforesaid and Whereas heretofore a Judgment
was obtained in the Court of Common Pleas in Charleston aforesaid
by Joseph Peace against the said Peter Trezevant and there-
upon an Execution was issued against the Body of the said
Peter Trezevant, as by the Records of the said Court and the Books
of the Sheriff of Charlestowm District, Reference being therein
to had, will more fully appear, and Whereas the said Peter
Trezevant was desirous of selling the said House and lot for
the particular purpose of raising Money to satisfy the said
Execution, but his said wife was unwilling to Renounce her
Inheritance therein, and did upon her first appearance
before the Honorable Judge Burke (before whom she was to re-
nounce her said Inheritance) declare such her Unwilling-
ness, in Consequence whereof he would not take her Renuncia-
tion, and Whereas in order to induce his said wife to make
such Renunciation, the said Peter Trezevant did in writing (as
is duly Recorded in the Office of the Secretary of this State) on the
thirtieth Day of December last agree to Settle the Slaves and
Property hereinafter mentioned in the manner and upon the
terms, hereinafter specified, in consideration whereof the said
Elizabeth Willoughby did a second time appear before the said
Judge and did then renounce her Inheritance in the said House
and lot of Land to the said David Denoon, and Whereas the said
agreement is informal and cannot be supported at Law (no Trustee
being named therein to have the same executed) but it is neverthe-
less just, and the said Peter Trezevant is in Equity bound to carry
the said agreement into execution. Now therefore in consideration
of the Premises, and in Order to secure to the said Elizabeth Willoughby
Trezevant

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Trezevant some compensation for renouncing her Inheritance in
the House and Lot aforesaid agreeably to the previous promises,
agreement of her said Husband as is before recited, he the said
Peter Trezevant hath granted bargained and sold, and by
these Presents Doth grant bargain and sell unto the said -
Alexander Chisolm, the following Slaves which he acqui-
red by his Intermarriage with his said wife viz Berry and her
infant Children Cato, Charles and Kitty, also Dolinda and
the two girls called Betty and Isabell, and also all the Household
Goods and Furniture mentioned in the Schedule hereunto annexed.
To have and hold all and singular the said Premises and the fu-
ture Issue and Increase of the said Female Slaves, unto the said
Alexander Chisolm and his Executors Administrators and Assigns
upon the special Trust and Confidence following that is to
say In Trust to permit and suffer the said Peter Trezevant and
Elizabeth his Wife, during their joint lives to have the use &
enjoyment of the said Premises and of the Increase of the said
Slaves, without being in anywise subject to or liable for
the Debts or Incumbrances of the said Peter Trezevant or
any part thereof, and from and immediately after the Death
of either of them, then to permit and suffer the survivor of
them the said Peter and Elizabeth Willoughby during his or her
Life, to have the use and enjoyment of the said Premises and of
the Increase of the said Slaves, without being in anywise
subject to or liable for his or her Debts, Charges or Incum-
brances, and from and immediately after the Death of the
survivor of them the said Peter and Elizabeth Willoughby -
if the said Elizabeth Willoughby should be the survivor -
then In Trust for such Child or Children of the said Elizabeth
Willoughby lawfully begotten, either of her present or any fu-
ture Marriage, as she may leave living at her Death, to
be equally divided between them if more than one, and
his her or their Executors Administrators and Assigns forever.
But if the said Peter should be the survivor, then In Trust for
such Child or Children of the said Elizabeth Willoughby by the
said Peter begotten or to be begotten, as shall be living at the
Death of the said Peter to be equally divided between them
if more than one, and his her or their Executors Administra-
tors and Assigns for ever, and if during the life time of the
said Peter, and Elizabeth Willoughby his wife, or the survivor
of them, any one or more of the Children of the said Peter by the
said Elizabeth Willoughby, or of the said Elizabeth Willough-
by by any future Marriage, should depart this life leav-
ing issue lawfully begotten and living at the Death of the

55 Survivor of them the said Peter and Elizabeth Willoughby, then such Issue shall represent his her or their Parent or their Parents - respectively, and take equally between them if more than one the same Share Interest and Estate in the Premises as his her or their Parent, or their Parents respectively would have been entitled to, if such Parent or Parents had survived the said Peter and Elizabeth Willoughby, but if the Survivor of them the said Peter and Elizabeth should also survive all the Issue of their present Marriage, then and from thenceforth In Trust for such Survivor and his or her Executors Administrators and Assigns forever, free - clear and absolutely discharged of and from any and every fur - ther or other Trust Condition, Limitation and Proviso whatsoever Provided nevertheless and it is the true Intent and meaning of these Presents, and of the Parties hereto, that the said Alexander Chisolm his Executors and Administrators at any time, and all times hereafter, shall at the request of the said Peter Trezevant his Executors or Administrators, sell and dispose of the said slaves and their Increase or any or either of them, and vest the money arising therefrom, in Bank Stock, Public Securities, good Bonds on Interest, or any other Spe - cies of Property Real or Personal to be appointed by the said Peter Trezevant his Executors or Administrators, subject to the same Trusts, Con - ditions Limitations Powers, Provisions, Stipulations, Terms and agreements as are contained in this Deed according to the true intent and meaning thereof. In Witness whereof the said Parties to these Presents have hereunto set their Hands and seals on the Day and in the year first before written

Peter Trezevant /AS/

Sealed and Delivered In the Presence of R. Burke, ~~W. J. G.~~ Acknowledged & Delivered in the Presence of Danl. Jas. Ravenel. A Schedule of the Furniture allowed to in the foregoing Settlement Twenty Mahogany Chairs of Different kinds eighteen Common Ditto, Nine Mahogany Tables of different sizes and kinds one Ditto Butler, four Bedsteads of different kinds with Matresses Beds Bedding Bed Furniture, Curtains, Pavillions and window Curtains an Easy Chair and a Corner Chair, a Double set of Drawers, a Commode and Desk of Mahogany, a Pier Glass and a Pair of Girandoles gilt - frames, Four Carpets, Stair Case and Bed side Ditto Peter Trezevant Witnes R. Burke, Charleston is Personally appeared M^r Daniel James Ravenel who being duly sworn made oath that he was present and heard Peter Trezevant acknowledge his hands and seal to this Instrument of writing, and to the Schedule thereon written, & saw him deliver it as his Act and Deed for the uses and purposes therein set forth, and that he the Deponent signed his Name as a witness to the acknowledgement and delivery of the same - Sworn to the

25th day of March 1797 before Stephen Ravenel Jr.
Recorded 25th March 1797

South Carolina

Articles of Agreement intended, had, made
and concluded upon this Tenth Day of April in the year of
our Lord one thousand seven hundred and Ninety seven
Between James Browne of the City of Charleston in the State
aforesaid Merchant of the first part, Elizabeth Petsch of the
City and State aforesaid Daughter Devisse and Heiress of
Adam Petsch late of the same place Chymist and Apotheca-
ry of the second part, and John Christopher Martin and Michael
Crowley of the City and State Gentlemen Trustees for the
said Elizabeth Petsch of the third part. Whereas a Marri-
age with Gods permission is intended shortly to be had and
solemnized between the said James Browne and Elizabeth
Petsch, and whereas the said Elizabeth Petsch is seized pos-
sed of and intitled unto the Real and Personal Estate herein-
after mentioned, and it hath been agreed between the said par-
ties that the said Real and Personal Estate, and all and singu-
lar other the Real and Personal Estate whatsoever and
wheresoever which she the said Elizabeth Petsch is possessed
of, interested in, or intitled unto shall be conveyed trans-
ferred and secured firmly and effectually to the said John
Christopher Martin and Michael Crowley and the survivor
of them his Heirs Executors Administrators and Assigns
In Trust for the purposes hereinafter mentioned, but by
reason of the minority of the said Elizabeth Petsch the same
cannot at present be effected, now therefore the said James
Browne in consideration of the said intended Marriage, and in
pursuance of the said Agreement, and also in consideration of
the sum of five Millings Sterling to him in hand paid by the
said John Christopher Martin and Michael Crowley, doth
hereby for himself his Heirs Executors and Administrators
article, Covenant, promise and agree to and with the said
John Christopher Martin and Michael Crowley their Execu-
tors Heirs Administrators and Assigns, in manner follow-
ing that is to say, that after the said Marriage shall have
taken effect, as soon as the said Elizabeth Petsch shall have
arrived to the age of twenty one years, he will join with the
said Elizabeth Petsch in conveying and securing firmly,
effectually to the said John Christopher Martin and Michael
Crowley and the survivor of them his Heirs and Assigns, the
one fifth and all and every the Undivided and other part of

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parts or proportion of her the said Elizabeth Petsch of in and to all that lot or Piece of land known by the number 241 two hundred and forty one, situate on the East side of King street in Charleston aforesaid Containing in width fifty four feet six Inches or thereabouts, and in depth one hundred and Sixty seven feet more or less: also of in and to all that lot or Piece of land known by the number 61 (sixty one) + situate on the West side of King street aforesaid, containing in width twenty three feet or thereabouts, and in depth two hundred and thirty two feet more or less also of in and to all that lot or Piece of land known by the Number 1. (one) in the lots belonging to the Estate of the late Richard Beresford Esquire deceased, situate on the East side of Archdale street in Charleston aforesaid Containing in width twenty eight feet or thereabouts, and in depth one hundred and Nineteen feet more or less, and also of in and to all that lot or Piece of land situate in Wentworth street, being part and parcel of Charleston in Charleston aforesaid, containing in width seventy five feet and in depth one hundred and twenty two feet of which said four several lots or Pieces of land, the aforesaid Adam Petsch and his wife Catherine Petsch, or one, or the other of them were seized, possessed or entitled unto in their lives times and at the times of their respective depths, and were devised in and by the last Will and Testament of the aforesaid Adam Petsch deceased to his five children the said Elizabeth Petsch, and her sisters and Brother Ann, Mary, Julius, Harriett and Louisa Henrietta Petsch subject to the Estate for life in certain parts thereof, of his said wife Catherine Petsch, who hath since departed this life, likewise of in and to all that lot or Piece of land known by the number 242 (two hundred and forty two) situate on the East side of King street in Charleston aforesaid containing in width fifty four feet six Inches, and in depth one hundred and Sixty seven feet - more or less, also of in and to all that Plantation and Tract of land containing five hundred and fifty acres situate in Graeven County on a Branch of Cedar Creek a water of Broad River, and was granted unto Martin Miller late of the City and State aforesaid deceased, on the twenty third day of June one thousand seven hundred and Seventy four, and also of in and to all that Plantation and Tract of land containing three hundred acres, situate on Edisto River in Berkley County in the State aforesaid, and was sold & conveyed to the aforesaid Martin Miller in his life time from Christiana Chney, Widow of Ebenezer Chney in and by Indentures of lease and Release dated the Fifteenth and Sixteenth days of July one thousand seven hundred and Seventy seven, which two Plantations or Tracts of land, and the lot or Piece of land

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58 last above mentioned, were in and by the last Will and Testament of the aforesaid Martin Miller deceased, given and devised to his wife Hannah Maria Miller for the term of her life, and after her death, directed to be sold by the Executors named in his said Will, and the proceeds thereof equally divided between and amongst the three children of the said Martin Miller, that is to say, Hannah Maria Miller who afterwards intermarried with Mathias Rush, and died intestate and without issue living at the time of her death, Jacob Miller who afterwards died under age, intestate and unmarried, and the aforesaid Catharine Petsch who afterwards died intestate, leaving the five children herein before named, In Trust nevertheless to and for the following uses and purposes that is to say In Trust to and for the joint use benefit and behoof of them the said James Browne and Elizabeth Petsch during their joint lives, and from and after the death of the said James Browne should he die before the said Elizabeth Petsch then In Trust for the sole use benefit and behoof of the said Elizabeth Petsch her Heirs and Assigns forever, and in case the said Elizabeth Petsch should die before the said James Browne without leaving any child or children, grandchild or grand children living at her death, then In Trust from and after the death of the said Elizabeth Petsch to and for the sole use benefit and behoof of the said James Browne his Heirs and Assigns for ever, but should the said Elizabeth Petsch die before the said James Browne leaving any child or children, grandchild or grand children living at her death, then In Trust from and after the death of the said Elizabeth Petsch to and for the use benefit and behoof of the said James Browne during his natural life, without impeachment of waste, and from and after his death then In Trust to and for the use, benefit and behoof of such child or children, grandchild or grand children, his, her or their Heirs and Assigns for ever if more than one as tenants in common, such grand children taking between them only their parents share, and in case any of such children or grand children should die during the life time of the said James Browne, and before the age of twenty one years, without leaving any child or children living at his or her death, then also the share of such child or children, In Trust from and after the death of the said James Browne, to and for the use benefit and behoof of the said other child or children grandchild or grand children his, her or their Heirs or Assigns forever, if more than one as tenants in common the grand children taking between them only their -

59 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 together may take the whole of a Parents share. In Trust from and after the death of the said James Browne 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 James Browne to and for the use benefit and behoof of his, her or their Brothers and Sisters, his, her or their Heirs or Assigns for ever if more than one as Tenant in Common and the said James Browne doth also for himself his Heirs Executors and Administrators further Covenant promise and agree to and with the said John Christopher Martin and Michael Crowley and the Heirs and Assigns of the survivor of them, that he will at all times after the execution of the said Conveyances, and at the request of the said John Christopher Martin and Michael Crowley or the survivor of them, his Heirs or Assigns, join with ^{his} said intended Wife in executing such further Deeds and Conveyances, as they the said John Christopher Martin and Michael Crowley or to the survivor of them his Heirs or Assigns may think requisite for the better & more firmly securing and conveying the aforesaid several Dotsy Pieces, Parcels, Plantations and Tracts of Land, and the parts proportions and proceeds of sale thereof which she the said Elizabeth Petach now is or hereafter may be entitled unto, to the said John Christopher Martin and Michael Crowley and the survivor of them his Heirs and Assigns. In Trust for the uses and purposes aforesaid, and the said James Browne in pursuance of the said agreement and for the considerations aforesaid, doth hereby for himself his Heirs Executors and Administrators further article covenant promise and agree to and with the said John Christopher Martin and Michael Crowley their Executors Administrators and Assigns in manner 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 John Christopher Martin and Michael Crowley and the survivor of them his Executors Administrators and Assigns, all the following Negro Slaves with the future Issue and Increase of the Females and Personal Estate, to wit, the Negro slaves, Jerry, Hannah Lane, Edinburgh and Anthony, which the said Elizabeth Petach is entitled unto and professed of by virtue of a Deed Poll or Bill of Sale to her thereof duly made and executed by the said James

James Browne in prospect and contemplation of the intended Marriage aforesaid, bearing date on or about the second day of January last past; also a Mulatto girl named Mary (which the said Elizabeth Petsch is entitled unto by virtue of a specific bequest, thereof made to her, in and by the aforesaid Will of her Father Adam Petsch) likewise the one fifth and all and every other the undivided and separate part and parts or proportions of her the said Elizabeth Petsch in the following Negro Slaves to wit Nancy, Sally, Friday, Violet, Dinah and hard times, and the several Articles of Silver Plate Furniture, utensils and other Goods and Chattels following to wit, two pair of Mahogany Tables, one pair of Card Tables two Tea Tables, one Secretary, one Commode, two Chests of Drawers, one side Board, three Mahogany Bed Heads with Beds and Furniture, twelve Mahogany Chairs, twenty four Windsor Chairs, two sets of Tea China Ware, one set of Table China Ware, two bases of Knives and Forks, three pair of fire Dogs, Shovels, Tongs, Pokers and Tenders, one pair of looking Glasses, one Piano Forte one Alpha, one set of Silver Casters, five Dozen Silver Spoons, Coffee Pot, Sugar Dish, Cream Jug, Soup Ladles, Candlesticks and Waiters, which six Negro Slaves last above mentioned together with the Silver Plate, Furniture, Utensils, Goods and Chattels aforesaid, were in and by the last Will and Testament of Adam Petsch aforesaid, given and bequeathed to his aforesaid Wife Catharine Petsch, to be used by her during the term of her life, and upon her Death, have become the absolute Property of the said Elizabeth Petsch, jointly with her three Sisters and Brother herein before named); and also of the following Negro Slaves, to wit Tom, Sue, Sarah, Josey and Porteous, which said five Negro Slaves last above mentioned, were in and by the last Will and Testament of Martin Miller deceased, given and bequeathed unto his aforesaid Wife Hannah Maria Miller to be used by her during the term of her natural life and upon her death to be sold by the Executors named in his said Will, and the proceeds of such sale to be equally divided between his three Children herein before named: In Trust nevertheless left to and for the following uses and purposes that is to say In Trust to and for the joint use, benefit and behoof of them the said James Browne and Elizabeth Petsch during their joint lives, and from and after the Death of the said James Browne should he die before the said Elizabeth Petsch, then In Trust for the sole use, benefit and behoof of the said Elizabeth Petsch her Executors Administrators and Assigns forever, and in case the said Elizabeth Petsch should die

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before the said James Browne 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 Elizabeth Petach to & for the sole use benefit and behoof of the said James Browne his executors Administrators and Assigns for ever, but should the said Elizabeth Petach die before the said James Browne 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 Elizabeth Petach to and for the use benefit and behoof of the said James Browne 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 Children his her or their executors Administrators and Assigns for ever, if more than one as Tenants in Common, such Grand Children taking between them only their Parents share, and in case any of such Children or Grand Children should die during the life time of the said James Browne 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 any such Child or Children, In Trust from and after the death of the said James Browne to and for the use benefit and behoof of the said other Child or Children, grand Child or grand Children his her or their executors Administrators and Assigns for ever if more than one as Tenants in Common, the Grand Children taking between 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 such Grand Children who together may take the whole of a Parents share In Trust from and after the death of the said James Browne 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 James Browne to and for the use benefit and behoof of his, her or their Brothers and Sisters his, her, or their executors Administrators and Assigns for ever, if more than one as Tenants in Common, and the said James Browne doth also for himself his executors and Administrators further covenant promise and agree to and with the said John Christopher Martin and Michael Gowley and the executors Administrators and Assigns of the survivor of them, that he will at all times after the execution of the said Conveyances last above mentioned, and at the request of the said John Christopher Martin and Michael Gowley or the survivor of them his executors Administrators

Administrators and Assigns, by joining with his said intended Wife, or otherwise execute such further Deeds of Conveyance & Bills of Sale, as they the said John Christopher Martin and Michael Crowley or the survivor of them his Executors Administrators or Assigns may think requisite for the better and more firmly securing and conveying the aforesaid several Negro Slaves, Goods and Chattels, and the parts, proportions and proceeds of sale thereof, which she the said Elizabeth Petach now is or hereafter may be entitled unto, to the said John Christopher Martin and Michael Crowley and the survivor of them his Executors Administrators and Assigns In Trust for the uses and purposes aforesaid, and Lastly that he the said James Browne and his Heirs Executors and Administrators respectively, shall and will from time to time and at all times after the said intended marriage shall have taken effect, at the request of the said John Christopher Martin and Michael Crowley or the survivor of them his Heirs Executors Administrators or Assigns, join with his said intended Wife or alone as the circumstances of cases may require, and execute, seal and deliver all such further Deeds, Bills of Sale Assignments and Conveyances whatsoever, as they the said John Christopher Martin and Michael Crowley or the survivor of them his Heirs Executors Administrators or Assigns may think necessary and require for conveying transferring and securing firmly and effectually all such other lands Goods Money Legacies Estate Real and Personal, and the parts, proportions and proceeds of sales thereof, which she the said Elizabeth Petach now is or hereafter may become entitled to, by virtue of the several Wills of Fenwick Bull, Martin Miller and Adam Petach respectively, or as legal Representative of her said Father or Mother or any other Family Relation whomsoever, and unto the said John Christopher Martin and Michael Crowley and the survivor of them his Heirs Executors Administrators & Assigns In Trust for the uses and purposes aforesaid In Witness whereof the said Parties to these Presents have hereunto set their hands and affixed their seals on the Day and in the year first above mentioned James Browne (bd) Sealed and Delivered the name Catherine in the eighth line of the third sheet, wrote on an Erasure In the Presence of Henry Bailey, Gabriel Bailey, Charleton Jr. Personally appeared Mr Gabriel Bailey who being duly sworn made oath that he was present and saw James Browne sign seal and as his Act and Deed deliver the within Instrument of writing to

63 - and for the uses and purposes therein set forth and that he the Deponent with Henry Bailey signed their names as Testifiers thereto
Sworn to the 11th day of April 1797 before Stephen Ravenel #2
Recorded 11 April 1797

South Carolina

This Indenture made the Twelfth day of April
in the year of our Lord one thousand seven hundred and ninety
seven, Between Pierre Dragaud of the City of Charleston in
the State aforesaid of the one part, and Isaac Teasdale and Isaac
Decosta of the same place Merchants of the other part, Witnesseth
that the said Pierre Dragaud for and in consideration of the sum
of Five Shillings Sterling to him in hand well and truly paid
by the said Isaac Teasdale and Isaac Da Costa or one of them
at or before the Sealing and Delivery of these presents, the receipt
whereof is hereby acknowledged, he the said Pierre Dragaud, hath
granted bargained and sold, and by these presents doth grant bar-
gain and sell unto the said Isaac Teasdale and Isaac Da Costa
and to the survivor of them his Executors Administrators & Assigns
All that Lot Piece and Parcel of Land situate lying and being
at Rumney on Charleston Neck in the District of Charles Town
and State aforesaid, Known and distinguished in the General
Plan of Certain Lands of Nathaniel Russell by the Number 5/ five
measuring and containing in width from South to North two
hundred and seven Feet more or less, and in depth from East to West
six hundred and seventy three Feet more or less, Bounding and
Bounding to the West on the Road leading from King Street in
Charleston, to the South on lot of the said Lands of Nathaniel Rus-
sell by the Number 4/ four, to the East on Russell Street and to the
North on lot of the said Lands number 6/ six, which said lot
Piece and Parcel of Land is part of a Lot or Tract of Land known by
the name of Rumney sold and conveyed to the aforesaid Nathaniel
Russell by Aaron Locock divided into twenty three lots, and hath
such shape form and marks as are described in the General Plan
thereof. Together with all and singular the Houses Outhouses
Stables, Ways, Passages Walls, Fences, Yards, Gardens, Rights, Ease-
ments, Profits, Commodities, Advantages, Emoluments, Privi-
leges, Hereditaments, Rights Members and appurtenances
whatsoever to the said Lot Piece and Parcel of Land belonging
or in any wise incident or appertaining, and the Reversion
and Reversions, Remainder and Reminders Rents Fine
and Profits thereof, and of every part and parcel thereof.

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64 To have and to Hold the said Lot Piece and Parcel of Land, and all and singular other the premises herein before mentioned or meant and intended to be hereby bargained and sold with their and every of their Appurtenances, unto the said Isaac Teasdale and Isaac Da Costa and to the Survivor of them, his Heirs colors Administrators and Assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of one whole year from thence next ensuing and fully to be compleat and ended, Yielding and Paying therefore unto the said Pierre Dragaud the Rent of one Pepper Corn at the expiration of the said term, if the same shall be lawfully demanded, to the intent and purpose that by virtue hereof, and by force of the Statute for transferring uses into possession, they the said Isaac Teasdale and Isaac Da Costa may be in the actual possession of all and singular the premises above mentioned with the Appurtenances and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to them the said Isaac Teasdale and Isaac Da Costa and the survivor of them his Heirs and Assigns for ever, to and for such uses intents and purposes as are therein and thereby declared. In Witness whereof the said Parties to these Presents, have hereunto set their Hands and affixed their Seals at Charleston on the Day and in the year first above mentioned Pierre Dragaud *ps* Sealed and Delivered in the presence of Henry Bailey Gabriel Bailey Received on the day of the date of the within written Indenture, of and from the within named Isaac Teasdale and Isaac Da Costa, the sum of five Shillings Sterling, in full for the Consideration money within mentioned Pierre Dragaud, Witness Henry Bailey Charleston *ps* Personally appeared Mr. Henry Bailey who being duly sworn made oath that he was present and saw Pierre Dragaud sign seal and as his Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein set forth, that he also saw him sign the Receipt herein endorsed, and that he the Deponent with Gabriel Bailey signed their Names as witnesses thereto Sworn to the 13th day of April 1797 before Stephen Ravenel *ps*

South Carolina

This Indenture Tripartite made the Thirteenth day of April in the year of our Lord one thousand seven hundred and ninety seven Between Pierre

65 Dragaud of the City of Charleston in the State of South Carolina
aforesaid of the first part, Rinah Tongue of the same place
widow of the second part, and Isaac Teasdale and Isaac Dalosta
likewise of Charleston Merchants of the third part: Whereas
a Marriage by Gods permission is intended shortly to be had
and solemnized between the said Pierre Dragaud & Rinah
Tongue: Whereas also the said Rinah Tongue at the time
of the sealing and Delivery of these presents is in her own
right possessed of, interested in and entitled unto a Personal
estate, consisting of two Negro Slaves named Lucy about
the age of twenty one years and Betty of the age of twelve
years or thereabouts, Household and Kitchen Furniture
and utensils, sums of ready Money, and Debts due her from
sundry persons, for balances of unsettled accounts and un-
liquidated profits arising from several former Copartner-
ship Concerns between the said Pierre Dragaud and Rinah
Tongue, and from diverse other Persons, which Negro Slaves
Household and Kitchen Furniture and Utensils, outstand-
ing Debts and Copartnership and other Accounts and Ba-
lances, amount in the whole to the sum of Five hundred +
Pounds Sterling, and will on the Solemnization of the said
Marriage rest in the said Pierre Dragaud and Whereas
upon the treaty of the said intended Marriage, it hath been
is agreed between the said Pierre Dragaud and Rinah Tongue,
that the sum of Five hundred Pounds, being an equivalent
for the Negro Slaves, Goods, Monies and other Articles above
mentioned should be settled in jointure, to and for the use
and benefit of the said intended Husband and wife, and also
for the nurture maintenance and education as well of the pre-
sent two Children of the said Rinah Tongue by a former husband
to wit Abraham Tongue and Esther Tongue (infants) as also of the
Children of the said intended Marriage; and that the Lot, Piece-
or Parcel of Land hereinafter mentioned and described should
be by the said Pierre Dragaud conveyed and assured to Trustees
firmly and effectually to enforce the performance of the +
agreement above set forth, and to secure the payment of the
said sum of Five hundred pounds Sterling free and discharge
from the present and future Creditors of the said Pierre Dra-
gaud, and from a Sale thereof or contract for the same, +
otherwise than upon a Lease reserving the full value of
the Rent thereof, to be paid and applied for the uses and
purposes

purposes above mentioned, subject nevertheless to redemption
on the terms and in the manner hereinafter mentioned expressed
and declared of and concerning the same. Now this Inden-
ture witnesseth that in pursuance of the aforesaid Agree-
ment, and in consideration of the said intended Marriage,⁸
of Five Pounds Sterling to the said Pierre Dragaud in hand
well and truly paid by the said Isaac Teasdale and Isaac Da Costa
at or before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, and for other good causes and
considerations the said Pierre Dragaud thereunto moving
he the said Pierre Dragaud hath granted, bargained sold
aliened, remised, released, conveyed and confirmed, and by
these presents doth grant bargain sell alien remise release
convey and confirm unto the said Isaac Teasdale and Isaac
Da Costa, in their actual possession now being by virtue of
a Bargain and Sale to them thereof made, for the whole year
by Indenture bearing date the day next before the day of
the date of these presents, and by force of the Statute for trans-
ferring uses into possession, made of force in this State, and
to their Heirs and Assigns - All that the aforesaid Lot Piece and
Parcel of land situate lying and being at Rumney on the
Charleston Neck in the District of Charles Town and State afores-
aid, known and distinguished in the General Plan of
certain Lands of Nathaniel Rupell by the number (5) five
measuring and containing in width from South to North
two hundred and seven feet more or less, and in depth from
East to West six hundred and seventy three feet more or less -
Butting and Bounding to the West on the Road leading
from King Street in Charleston, to the south on lot of the said
Lands of Nathaniel Rupell by the number (4) four, to the East
on Rupell Street, and to the North on lot of the said Lands
number (6) six which said Lot Piece and Parcel of land is part
of a Lot or Tract of land known by the name of Rumney, sold
and Conveyed to the aforesaid Nathaniel Rupell by Aaron Docock
divided into twenty three lots, and hath such shape form &
marks as are described in the General Plan thereof, Together
with all and singular the Houses, Outhouses, Stables, Ways
Passages, Walls, Fences, Yards, Gardens, lights, Easements -
Profits, Commodities, Advantages, Emoluments, Privileges
Hereditaments, Rights Members and Appurtenances what-
soever to or upon the said Lot Piece and Parcel of land -
standing being belonging or in any wise incident or
appertaining, and the Reversion and Reversions, Re-
mainder and Remanders, Rents, Issues and Profits thereof
and of every part and parcel thereof, and also all the -

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Estate, Right Title, Interest use Trust, Possession, Property, Profit, & Benefit, Claim and Demand whatever both at Law and in Equity of him the said Pierre Dragaud of in, and to the same, and every part and parcel thereof, in anywise however, to have and to hold the said Lot, Piece and Parcel of Land and all and singular other the Premises herein before mentioned and meant or intended to be hereby granted and released, with their and every of their Rights Members and Appurtenances unto the said Isaac Teasdale and Isaac DaCosta and the survivor of them, his Heirs & assigns In Trust to, and upon the several uses intents and purposes, and subject to the several provisos, powers limitations and agreements, hereinafter mentioned, limited expressed and declared of and concerning the same that is to say In Trust to and for the use benefit and behoof of the said Pierre Dragaud and his Heirs until the solemnization of the said intended Marriage, and from and immediately after the solemnization thereof to and for the use benefit and behoof of them the said Isaac Teasdale and Isaac DaCosta and the survivor of them and his Heirs & assigns In Trust and confidence that they the said Isaac Teasdale & Isaac DaCosta and the survivor of them and his Heirs do and shall from time to time and at all times thereafter during the joint lives of the said Pierre Dragaud and Rinah Tongue his said intended Wife, pay and dispose of the clear yearly interests rents profits income and produce of the said Lot Piece and Parcel of Land and Premises, as the same shall from time to time arise and be received unto such person and persons, and in such parts and proportions, as the said Pierre Dragaud shall from time to time by any Note in writing under his hand direct and appoint, to the intent and purpose, that the same may be used and applied for the support and maintenance of the said Pierre Dragaud and Rinah Tongue his said intended Wife, and the nurture Education maintenance and support as well of the above named children of Rinah Tongue by her former Husband, as of the children of the said intended Marriage and the survivors and survivor of all the said Children, and likewise that the same may not be subject or liable to be taken for the present or future Debts of the said Pierre Dragaud, except for the Education, Maintenance and Support of the several persons above mentioned, and in default of and until such direction and appointment by the said Pierre Dragaud to the proper hands of the said Pierre Dragaud or otherwise do permit and suffer him to receive and take the same to and for the uses above mentioned, and for no other use or purpose whatsoever, and from and immediately after the determination

of the said Estate, and liable to and for the purpose of Educating
maintaining and supporting the several Children of Rinah
Tongue and of the intended Marriage herein before mentioned
in case the said Pierre Dragaud should die before the said
Rinah Tongue, to the use and behoof of the said Rinah Tongue
and her present Children, and the Children of the said Marri-
age, and the Survivor of them his her and their Heirs and
Assigns forever free and discharged of all further Trusts
whatever, and in case the said Rinah Tongue should die
before the said Pierre Dragaud to the use and Behoof of the said
Pierre Dragaud and the present Children of the said Rinah Tongue
and the Children of the said intended Marriage, and the Survivor of
them his, her and their Heirs and Assigns forever free and dis-
charged of all further trusts whatever. Provided always never-
theless, and it is hereby agreed by and between all the parties
to these presents, and declared to be the true intent and meaning
hereof, and of the parties hereunto, that if the said Pierre Dragaud
his Heirs Executors Administrators and Assigns or any of them
shall at any time hereafter be so minded and willing, and
actually pay or cause to be paid unto the said Isaac Teasdale
and Isaac DaCosta or the survivor of them his Heirs Executors
Administrators or Assigns the sum of Five hundred Pounds Ster-
ling, being an equivalent for the Negro Slaves, Monies and
other articles received by the said Pierre Dragaud in right and
virtue of his Marriage aforesaid, to be settled and apportioned
and effectually to and for the several uses intents and
purposes herein before limited and declared of and concern-
ing the lot Piece and Parcel of Land and Premises aforesaid
or the said sum of Five hundred Pounds Sterling do delivery
to the said Rinah Tongue in such manner and form as she
(notwithstanding her Coverture) shall approve: then and
in that case, these presents and every clause, matter and thing
herein before contained shall cease, determine, and be utterly
null and void to all intents and purposes. Provided also, and
it is hereby further agreed, that if the said Rinah Tongue shall
die before the said Pierre Dragaud leaving her present Chil-
dren Abraham Tongue and Esther Tongue, or either of them
living, then and in that case if the said Pierre Dragaud his
Heirs Executors Administrators or Assigns shall be so minded
and do well and truly pay into the hands of such person or
persons as the said Rinah Tongue (notwithstanding her
Coverture) shall by Deed or Instrument in writing or by
her last Will and Testament direct and appoint, and in
default of such directions and appointment by the said

Rinah Tongue into the hands of the said Isaac Teasdale & Isaac DeCosta and the survivor of them his Executors Administrators or Assigns the sum of one hundred and fifty Pounds Sterling, being an equivalent in value for the two Negro Slaves Lucy and Betty herein before mentioned, for and towards the Education Maintenance and support of the said Abraham Tongue and Esther Tongue and the survivor of them, or if the said Abraham Tongue and Esther Tongue after the death of the said Rinah Tongue their Mother should both of them die under the age of twenty one years unmarried and without Issue living at the time of the death of the survivor of them, then also these presents and every clause matter and thing herein before contained shall cease determine and be utterly null and void to all intents and purposes, and the said Pierre Dragaud for himself his Heirs Executors Administrators and Assigns, doth hereby Covenant promise grant and agree to & with the said Isaac Teasdale and Isaac DeCosta and the survivor of them his Executors Administrators and Assigns, that he the said Pierre Dragaud and his Heirs and Assigns shall and will from time to time and at all times after the said intended Marriage shall have taken effect, upon the reasonable request of the said Isaac Teasdale and Isaac DeCosta and the survivor of them his Heirs or Assigns make do and execute, or cause and procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devices, Conveyances and Assurances in the Law whatsoever, as well for the Corroborating and Strengthening of these presents, as for the further, better and more perfect granting, conveying assuring and confirming of all and singular the Premises herein before mentioned and meant or intended to be hereby granted and released unto the said Isaac Teasdale and Isaac DeCosta and the survivor of them his Heirs and Assigns In Trust nevertheless to the several uses, intents and purposes, and subject to the several Provisions Conditions and Agreements herein and hereby declared of and concerning the same, as by the said Isaac Teasdale and Isaac DeCosta or the survivor of them, his Heirs or Assigns, or any of their Counsel learned in the Law, shall be reasonably devised or advised and required. In Witness whereof the said Parties to these presents, have hereunto set their hands and affixed their seals at Charleston on the day and in the year first above mentioned, Pierre Dragaud (sd) sealed and Delivered in the presence of Henry Bailey, Gabriel Bailey, Received on the Day of the Date of the within written Intenture of and from the within named Isaac Teasdale, and Isaac DeCosta the sum of

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Five Pounds Sterling in full for the consideration Money within
 mentioned Pierre Dragaud, witness Henry Bailey -
 Charleston S.C. Personally appeared Mr. Henry Bailey who being
 duly sworn made oath that he was present and saw Pierre
 Dragaud sign seal and as his act and deed deliver the with-
 in Instrument of writing to and for the uses and purposes
 therein set forth, and that he also saw him sign the Receipt
 hereon endorsed, and that he the Deponent with Gabriel
 Bailey signed their names as witnesses thereto. Sworn
 to the 13th day of April 1797 before Stephen Ravenel Jr.
 Recorded 13th April 1797

State of South Carolina A.D. This Indenture made the tenth
 day of April in the year of our Lord one thousand seven hundred
 and ninety seven, and in the twenty first year of the sovereignty
 and independence of the United States of America, Between Eliza-
 beth Potts of George town in the State aforesaid Widow of the first part
 James McKellar of the same place Gentleman of the second part,
 and Charles Lejeune of Georgetown aforesaid Gentleman of the third
 part witnesseth that Whereas the said Elizabeth Potts as a legatee of
 James Shuckelford her former husband is entitled during her
 natural life to a certain House and lot of land in Georgetown
 aforesaid as well as to a certain Negro Female Slave called Betty
 with her future Issue and Increase, and to a Negro Male Slave
 called Aaron together with certain Household Furniture, and
 is in like manner entitled to the use of a certain Female Slave
 called Betty until the son of the said Testator who is now a minor
 shall arrive at the age of twenty years as by a reference to the
 last Will and Testament of the said James Shuckelford will more
 fully appear, and whereas the said Elizabeth Potts is entitled
 in her own right to a considerable sum of Money under and by
 virtue of a Settlement that was made and entered into on the Mar-
 riage of and by and between the late George Logdell and Hannah
 his wife her Father and Mother, and whereas the said Elizabeth
 Potts is now lawfully and rightfully possessed in her own right of and
 in a certain Negro Male Slave known by the name of Paul
 and whereas a Marriage is intended to be shortly had and solemn-
 ized between the said Elizabeth Potts and the said James McKellar
 and whereas in prospect and consideration of the said inten-
 ded Marriage they have agreed that the the said Elizabeth Potts
 shall grant bargain sell assign transfer and make over
 the said Negro male Slave known by the name of Paul, and the

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Money to which she became entitled in manner aforesaid unto the said Charles Deseme in trust nevertheless as hereinafter is set forth, 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 five Pounds Sterling which she hereby acknowledges the receipt of and for settling and apuring the several matters and things herein mentioned and contained by and with the purity consent and approbation of the said James McKellar which is testified by his being made a party to and joining in the execution of these presents, she the said Elizabeth Potts hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Charles Deseme the above mentioned Male Slave known by the name of Paul, and for the consideration aforesaid she the said Elizabeth Potts by and with the like purity consent and approbation of the said James McKellar testified as aforesaid, hath assigned transferred and set over and by these presents, doth assign and transfer and set over unto the said Charles Deseme the above mentioned sum of money which she became entitled to in manner aforesaid together with the Papers Documents, Vouchers and securities thereunto belonging, hereby constituting and appointing the said Charles Deseme to be her true and lawful Attorney in that behalf, To have and to hold the said Negro Male Slave known by the name of Paul together with the Money to which she became entitled in manner aforesaid and the Papers Documents Vouchers and Securities thereof or thereunto appertaining unto the said Charles Deseme, In Trust to and for the use benefit and behoof of the said Elizabeth Potts her Executors Administrators and Assigns until the said intended Marriage shall be solemnized and take effect, and from and immediately after the solemnization thereof upon this further Trust that is to say, that every Debt that shall be owing by and due from the said Elizabeth Potts at that period shall be paid discharged and satisfied out of the above mentioned sum of money to which she became entitled in manner aforesaid, and that the remainder thereof shall be laid out to the best advantage in the purchase of such property as shall be most advisable, also as the said James McKellar and Elizabeth his wife shall by any Deed or Deeds in writing to be duly executed direct limit and appoint, and which property when so purchased shall be transferred assigned conveyed settled and apured agreeably to and for the several and respective uses intented purposes with under the several and respective limitations and appointments hereinafter menti-

owned and declared of and concerning the said Negro male Slave known by the name of Paul that is to say, In Trust and confidence that the said Charles Lescrone shall permit and suffer the said James McKellar during the joint lives of him the said James McKellar and the said Elizabeth his wife to have receive and take the Rents & Issues Profits Proceeds and Interest thereof without any restraint Control or interruption whatsoever and on any pretence whatever, And in case Anthony Potts the son of the said Elizabeth Potts by a former marriage shall be living when either the said James McKellar or the said Elizabeth his wife shall depart this life, and if there shall be a child or children of the said marriage also living then In Trust for such survivor during the term of his or her natural life and immediately after the decease of such survivor In Trust for the said Anthony Potts and such child and children of the said marriage as shall be then living share and share alike, and if there shall be no child or children of the said marriage nor grandchild or grandchildren living when that contingency shall happen then In Trust for the said Anthony Potts his Executors Administrators and Assigns forever, but when that contingency shall happen if the said Anthony Potts shall not be living and shall not have left a child or children him surviving, and there shall be a child or children of the said Marriage alive then In Trust for such child or children of the said marriage as shall be living at that period share and share alike if there shall be more than one but on there being but one, In Trust for such only child his her or their Executors Administrators and Assigns for ever as the case shall happen to be, Provided nevertheless that if the said Anthony Potts or such only child or any or either of the children of the said marriage who shall happen to be dead when the aforesaid contingency takes place shall respectively have left a child or children him her or them surviving then such last mentioned child or children shall be entitled to as shall receive and take the share or proportion thereof which the said Anthony Potts or the child or children of the said marriage which he she or they shall represent would have been entitled to if he she or they had been living, and if the said Anthony Potts shall happen to die before he comes entitled thereto, as aforesaid and shall leave no child or children him surviving, and upon the contingency of there being no child or children, 4 grand child or grandchildren of the said marriage to take agreeably to the aforesaid limitation thereof, but if Hannah Chackelford the Daughter of the said Elizabeth Potts by a former

Marriage & shall be a & when that man shall be his, her & and where have mutu and meanis beth Potts is of James Mc seized, leave Contract de already ha obtained & ever, and th any time to remain to said Elizat oned Testar name of P purchased levied on o Demand Da or hereafter by or again In W^t m^r p^t tterchange written, & and Deliv State of Sou City of Char sworn on that he was really sign and purpose Esther Gras tation of the 1797 8th N^o 1 South Carr May in the

73 Marriage shall be living or if she shall happen to be dead if there
shall be a child or children of the saidannah Mackelford living
when that contingency shall happen then In Trust for the said Han-
nah Mackelford her Child and Children as the case shall happen to
be his, her and their Executors Administrators and Assigns for ever,
and whereas the said Elizabeth Potts and the said James M. Kellar
have mutually agreed with each other, and it is the true intent
and meaning of these presents, that no part of what she the said Eliza-
beth Potts is entitled to under and by virtue of the last Will and Testament
of James Mackelford her former Husband shall be liable to be taken
seized, levied on or sold for the payment or satisfaction of any Debt
Contract Demand Damage Judgment or Execution whatever that
already has shall or may hereafter be contracted incurred made or
obtained by or against the said James M. Kellar in anywise what-
ever, and that no part thereof shall be sold or otherwise disposed of at
any time by him the said James M. Kellar, but that the same shall
remain continue and be for the support and maintenance of the
said Elizabeth Potts agreeably to the intention of the abovementi-
oned Testator, and that the said Negro Male Slave known by the
name of Paul together with the property that shall be hereafter
purchased as aforesaid shall in no wise be liable to be taken seized
levied on or sold for the payment or satisfaction of any Debt Contract
Demand Damage Judgment or Execution whatever that already have
or hereafter shall or may be contracted incurred made or obtained
by or against him the said James M. Kellar in anywise whatever.
In Witness whereof the said Parties to these Presents have hereunto in-
terchangeably set their hands and seals on the day and year first above
written, James M. Kellar (A) Elizabeth Potts (A) Sealed
and Delivered in the presence of James Desenne, Mary Esther Grant
State of South Carolina Personally appeared before me John Mitchell
City of Charleston Esquire A. M. James Desenne who being duly
sworn on the Holy Evangelists of Almighty God did depose and say -
that he was present and saw James M. Kellar and Elizabeth Potts sever-
ally sign seal and as their act and deed deliver the within Deed for the uses
and purposes therein set forth and that the deponent together with Mary
Esther Grant did subscribe their names as witnesses to the due execu-
tion of the same James Desenne, sworn before me this 11th day of May
1797 J. W. Mitchell M. Recorded 11th May 1797.

South Carolina This Indenture made the thirteenth day of
May in the year of our Lord one thousand seven hundred and
ninety

ninety seven, Between Henry Deas of Charleston in the State
 aforesaid Esquire, and Margaret his Wife of the one part, and Elias
 Lynch Horry and Archibald Brown of the same place Esquires
 of the other part. Whereas the said Henry Deas previous to his
 Marriage with the said Margaret in and by his certain Bond or
 obligation bearing date the fifteenth day of November which
 was in the year of our Lord one thousand seven hundred and ninety
 six became Bound and obliged to the said Elias Lynch Horry Trustee
 of and in this behalf for the said Margaret in the penal sum of
 Eight Thousand Pounds lawful Money of the said State, in which
 said Bond it was recited that whereas a marriage was shortly
 thereafter to be had and solemnized between the said Henry Deas
 and the said Margaret, and the said Margaret was seized in fee and
 possessed of and entitled unto a considerable Real and Personal Estate
 which the said Henry Deas in prospect and consideration of the
 said Marriage, and in order to secure a suitable maintenance
 and support for the said Margaret, and ^{the} Children she might have
 was desirous and agreed to settle Convey and a pure in such man-
 ner upon such trusts and to and for such Estates Interests uses, in-
 tens and purposes as the said Margaret might direct and appoint
 but as part of the Personal Estate of the said Margaret was then un-
 divided from that of the said Elias Lynch Horry, for which and
 for other reasons the same, could not then be sufficiently parti-
 cularized and specified in order that good and sufficient Deeds
 and Conveyances thereof, and of her Real Estate or such part as she
 might direct and appoint might be conveyed and apured by
 way of Marriage Settlement previous to her said Marriage in
 manner, upon the trusts and to and for the uses intents and purposes
 above mentioned, and the said Henry Deas had therefore agreed
 to make, and the condition of the above recited obligation was
 that he should make such Deed of Settlement and Conveyances
 upon the trust and to and for the uses intents and purposes afo-
 resaid after the said Marriage should take effect, as in and by
 the said Bond and Condition thereunder written reference being
 thereto had will more fully appear, And whereas the said
 Marriage hath accordingly taken effect, and the division of
 the said Personal Estate has been since made between the said
 Elias Lynch Horry and the said Margaret, And whereas the said
 Margaret hath directed limited and appointed the lands
 and Negroes herein after mentioned and specified to be grant-
 ed conveyed settled and apured upon the Trusts and to and for
 the Estates Interests uses intents and purposes herein after
 expressed and declared, which her said direction limitation

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and appointment is testified by her being a party and signing and sealing hereto. Now this Indenture witnesseth and I know all men by these presents that the said Henry Deas and Margaret his wife in pursuance of the above agreement set forth in the above obligation, and in performance of the condition thereof, and in pursuance of the direction, limitation and appointment aforesaid of the said Margaret and in consideration of ten Millings to the said Henry Deas well and truly paid by the said Elias Lynch Horry and Archibald Brown the receipt whereof is hereby acknowledged, have granted bargained sold aliened released and confirmed and by these presents do grant bargain sell alien release and confirm unto the said Elias Lynch Horry and Archibald Brown, All that Plantation or Tract of Land situate on North Santa and known by the name of the Cove Plantation containing in the whole seven hundred and thirty nine acres be the same more or less, Together with all and singular the Hereditaments Rights Members and Appurtenances to the said Plantation or Tract of Land belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and also all the Estate Right Title Interest Claim and Demand whatsoever of them the said Henry Deas and Margaret his Wife of in and to the same, And This Indenture further witnesseth that for the causes and considerations aforesaid the said Henry Deas hath granted bargained and sold and by these presents doth grant bargain sell and in plain and open market deliver unto the said Elias Lynch Horry and Archibald Brown the following Negroe and other Slaves that is to say, Jacob, Sally, Lady, Guy, Ned, Cain, Marianne, Hagar, Molly, George, Jansoo, Sukey, Judy, Quaco, Clarinda, Walley, Bellah, Harriett, Celia, & March, Jemmy, Lydia, Flora, Prince, Moses, Sam, Andrew, Nat, & Fender, Bram, Abraham, Walley Frank, Kate, Toney, Nancy, Delia, March, Malilda, Jacky, Dule, Joe, old Nanny, old Billy, Brutus, Sue, Joe, Fortune, Dover, Prince, Lena, Dennis, Molly, Harry, old Peter, Lydia, Cynthia, Toney, Amy, Young Peter, old Judy, Fenty, Sibi, Abraham, Butcher, Elsey, Tenah, Monday, Frank, Job, Elsey, Charles Phyl-lis, Peter, Cleatus, Grappa, Nelly, Bess, Peggy, Simon, Betty, Molly, & Minty, Lizette, Luc, Ventus, Renty, Jim, Toby, and Ben O'Hare and to hold, the said Plantation or Tract of land with the Appurtenances, and also the said Negroe and other Slaves with their future issue & increase respectively unto the said Elias Lynch Horry, & Archibald Brown

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76 their Heirs Executors Administrators and Assigns, upon the
special trust and confidence nevertheless and to and for the uses
intents and purposes herein after limited, expressed and de-
clared of and concerning the same, that is to say, to and for the
joint use of the said Henry Deas and Margaret his Wife during
their joint lives, and from and after the death of either of them
then to and for the proper use and behoof of the survivor of them
Provided nevertheless and it shall and may be lawful
for the said Henry Deas, and such is the intent and agreement of
the said parties hereunto by and with the privy and consent of
the said Margaret Testified by any writing under her hand
witnessed by two or more credible persons to give dispose of
grant convey and assure the said Plantation or Tract of land
or any part thereof or the said Negroe & other Slaves or any of
them to any Child or Children of the said Henry Deas and Margaret
his Wife for such Interests Estates, uses, and in such parts and
proportions as he may think proper, and in case of default of
such gift or disposal of the said Plantation or any part thereof
or of the said Negroe Slaves or any of them during the joint lives
of the said Henry Deas and Margaret his Wife, then with respect
to the same or any part of the same which may not be so
given granted and disposed of to any Child or Children by
the said Henry during his and the joint life of the said
Margaret, it shall and may be lawful for the survivor of
them the said Henry and Margaret to give grant convey and
assure the Real and Personal Estate above mentioned or any
part thereof to such Child or Children of them the said Henry
and Margaret, and for such Estates, Interests uses and in such
parts and proportions as the said survivor shall by any Deed
in writing executed under his or her Hand and Seal except-
ed in the presence of two or more Credible Witnesses during
his or her life time, or by his or her last Will and Testament
direct, limit, or appoint, and in default of such direction
limitation and appointment of the said Real and Personal
Property or of any part thereof then the whole or such part
thereof as may not be limited directed or appointed as
aforesaid to be in trust and to and for the proper use and
behoof of such Child or Children of the said Henry and Margaret
if more than one equally to be divided between them as
may be living at the death of the survivor, and to the Heirs
Executors Administrators and Assigns of such Child or
Children, and in case of the death of any Child of the said
Henry and Margaret in the life time of the survivor of

77 the said Henry and Margaret leaving a Child or Children he she or
they shall stand in the place of and represent such deceased parent,
and in case there should be no issue of the said Henry and Margaret
living at the death of either of them, then the said Real and Personal
Estate above mentioned, to be in trust and remain to and for the
proper use and behoof of the survivor his or her Heirs and Assigns, and
it is hereby further agreed by and between the parties to these presents
that in case and if the said Henry Deas at any time shall be minded
or willing to sell and dispose of all or any part of the said Real and
Personal Estate hereby settled and apsuued, and to convert the same into
Money or other property it shall and may be lawfull for him to sell &
dispose of the same, or any part thereof to any person or persons for
such price or prices as he shall think fit and proper, so always and
it is hereby agreed and it is the intent of all the parties hereto that
the monies arising from such sale or disposal or securities for the
same or other property which may be substituted by the said Henry
Deas equivalent thereto, shall from time to time be settled and
apsuued and be and remain upon the trusts and to and for the uses
intents and purposes aforesaid, and the said Henry Deas for him
self his Heirs Executors Administrators and Assigns doth hereby
covenant to and with the said Elias Lynch Horry and Archibald
Brown their Heirs and Assigns, that he the said Henry Deas shall
from time to time and at all times hereafter upon the reasona-
ble request of the said Elias Lynch Horry and Archibald Brown &
their Heirs and Assigns make do and execute or cause to be made
done and executed all such other reasonable Act Deeds and Con-
veyances in the law for the corroborating and confirming these
presents and for the better and more perfect conveying and apsuuing
all the premises herein before mentioned and intended to be
granted released and conveyed unto the said Elias Lynch -
Horry and Archibald Brown their Heirs and Assigns upon the
trusts and to and for the uses intents and purposes aforesaid as
by them or their counsel learned in the law shall be at any
time hereafter reasonably advised devised or required,

In Witness whereof the said parties to these presents have here-
unto interchangably set their hands and affixed their seals
the day and year first above written Margaret Deas (AS)
Signed sealed & Delivered in the presence of Henry Deas (AS)
Presence of Mr Hugen Elias Lynch Horry (AS)
Ben Savage (AS) Arch A Brown (AS)

78 South Carolina I Henry William Desaufure do hereby Certify
unto all whom it may concern that Margaret Deas the wife
of the within named Henry Deas did this day appear before me
and upon being privately separately examined by me did
declare that she does freely, voluntarily and without any
manner of compulsion dread or fear of any person whomsoever
renounce release and for ever relinquish unto the within
named Elias Lynch Horry and Archibald Brown their Heirs
Assigns upon the trusts and to and for the uses intents and
purposes within mentioned all her inheritance Interest &
Estate Right Claim and demand of every nature whatsoever
of in and to all and singular the premises within mentioned
Given under my Hand and Seal this Thirteenth day of May
in the year of our Lord one thousand seven hundred Ninety seven.
Margaret Deas Seal. Henry W^m Desaufure I P^r C^o Seal

Charleston S^t Personally appeared Mr. John Huger who being duly
sworn made oath that he was present and saw Margaret Deas
Henry Deas, Elias Lynch Horry and Archibald Brown 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 Benjamin Savage
signed their names as witnesses to the due execution thereof
Sown to the 13rd day of May 1797 before John Sandford Dart
I.P.M. Recorded 13rd May 1797

South Carolina

Know all Men by these Presents that I David
Maybank of Christ Church Parish in the State aforesaid Planter
am held and firmly bound unto M^r Catherin Simons widow
of Benj. Simons Esq^r deceased. Elias Ball, John Ball and Edward
Thomas Esquires and the survivors and survivor of them the Heirs
Executors and Administrators of such survivor in the full and
just sum of Five thousand pounds Sterling Money to be paid to the
said Catherin Simons, Elias Ball, John Ball and Edward Thomas
or their certain Attorney Executors and Administrators or Assigns
to which payment well and 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 ninth day
of February in the year of our Lord one thousand seven hundred
and ninety seven, and in the twenty first Year of the Sovereignty &
Independence of the United States of America. The Condition
of the above Obligation is such, Whereas a Marriage is shortly

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79

intended to be had and solemnized between the above bound David Maybank and Mary Simons Daughter of Benjamin Simons late of the same Place Planter deceased, and whereas the said Benjamin being seized and possessed of a considerable Estate Real and Personal at the time of his death, by his last Will and Testament duly executed in writing and bearing date the third day of October in the year of our Lord one thousand seven hundred and eighty nine, among other things divided and bequeathed in the words and manner following that is to say - Item I give and bequeath to my Daughter Mary Simons my Negroe Woman Slave named Flora and my Negroe Slave Mary together with their future Issue and Increase. Item my will is that all the Rest Residue and Remainder of my Personal Estate whatsoever be employed on either or both of my Plantations called Middleburgh and the Grove for the use, maintenance, support and Education of all my Children, until they respectively attain the age of twenty one years, and on either of my Children attaining that age, then I give and bequeath to such Child or Children so coming of age an even and equal Part of all my Real and Residue of my Personal Estate whatsoever to be divided off as equally as possible and my will is that if the Produce of my said Estate shall exceed the expence of a genteel maintenance and Education of my said Children that then my Executrix and Executors, or such of them as shall take upon her, him, or themselves the Burthen and Execution of this my Will shall purchase such Negroes and other Slaves or place the same at Interest as they shall think most for the advantage of my Children, and also, in case any of my said Slaves should be so ungovernable that they may think it best to dispose of such Slave or Slaves, my will is that they do so, and purchase others, or place the Money arising from such Sale at Interest, as they think best, and I do hereby direct my Executrix and Executors to sell any part of my Personal Estate they think usefull, and no advantage to be kept for the use of my said Wife and Children, and the Money arising from such Sale to be applied to paying my Debts or put at Interest as they think proper. Item my will is and I do hereby order and direct that in case any of my Children should depart this life before the age of twenty one years, that then such Childs part and share of my Real and Personal Estate shall go to and be received had and taken by my surviving Child or Children share and share alike But should all my Children depart this life before they arrive at the age of twenty one years, and without leaving lawfull Issue, then my will further is and I do hereby give and bequeath the whole and every part and Parcel of my said Real and Personal Estate, given as aforesaid and devised to my said Children one half part thereof, to my said

said wife Catherine her Heirs Executors Administrators and
 Assigns, and the other half part as follows, one third of the said half
 Part to my Nephews Daniel, Benjamin, Peter and Thomas Rescuse
 one third to my Nieces Rebecca, Ann, and Rachel Jamison and
 the remaining third Part to the Sons and Daughters of my Brother
 Keating Simons to the survivor and survivors of them, their Heirs
 Executors Administrators and Assigns forever, and it is my Will
 that my Executrix and Executors divide my said Real and Personal
 Estate between my said Wife and my said Nephews and Nieces in
 such proportions as aforesaid; And whereas in consideration
 of the said intended Marriage it is mutually agreed by and be-
 tween the said David Maybank and the said Cath. Simons, Elias
 Ball John Ball and Edward Thomas for and on behalf of the said
 Mary Simons in manner following that is to say that he the
 said David Maybank his Heirs Executors and Administrators
 as soon as the said intended Marriage shall take effect or as
 soon thereafter as he legally may shall and will from time to
 time and at all times thereafter upon the reasonable request of
 the said Catherine Simons, Elias Ball John Ball and Edward
 Thomas or the survivors or survivor of them the Heirs Executors or
 Administrators of such Survivor, make do and execute or cause
 or procure to be made done or executed all such Acts Devices
 Conveyance and Conveyances, Assurance and Assurances in
 the Law whatsoever, for the purpose of conveying and Assur-
 ing all and singular the Property Real and Personal to which
 the said Mary is by the will aforesaid of her said Father entitled,
 upon such Trusts and Limitations, and to such uses as the said
 Trustees or a Majority of them or the survivors or survivor
 of them the Heirs Executors or Administrators of such Survivor
 shall advise devise or require, Now therefore if the said +
 David Maybank shall and do faithfully keep fulfil and
 perform all and singular the Premises and his agreement
 aforesaid according to the true Intent and Meaning of these
 Presents and of the said Agreement, then the Obligation afore-
 said to be void and of no Effect or else to remain in full force
 and virtue David Maybank ~~has~~ Sealed and Delivered
 In the Presence of Arnoldus Bonneau, Peter B. Maybank
 South Carolina Personally appeared Mr. Peter Bonneau
 Maybank who being duly sworn made oath that he
 was present and saw David Maybank sign seal and as
 his act and Deed deliver the foregoing Instrument of
 writing to and for the uses and purposes therein set forth.

81 and that he the Deponent with Arnoldus Bonneau signed their names as witnesses to the due execution thereof, Sworn to the 24th day of May 1797 before Stephen Ravenel Esq. Recorded 24th May 1797.

State of South Carolina

V

This Indenture Tripartite made the twelfth day of April in the year of our Lord one thousand seven hundred and ninety seven, and in the twenty first year of the Independence of the United States of America, Between Thomas Whaley of Edisto Island in the Parish of Saint John's Colleton County in the State aforesaid Esquire of the one Part, Mary Jenkins widow and Relict of Christopher Jenkins late of the same place Esquire deceased of the second Part, and John Jenkins of the same place Esquire of the third Part, Whereas the said Mary Jenkins party hereto is in and by the last Will and Testament of her late Husband the said Christopher Jenkins possessed or entitled unto a considerable Estate as by the same will on reference more fully and at large appear, and whereas a Marriage by Gods permission is intended to be shortly had and solemnized by and between the said Thomas Whaley and the said Mary Jenkins, and the said Mary Jenkins in consideration of the said Marriage and of its taking effect by and with the advice knowledge - privity, consent and agreement of the said Thomas Whaley the intended Husband testified by his being a Party to and signing and sealing of these presents, hath and by these Presents doth Covenant grant and agree to and with the said John Jenkins his Heirs Executors and Administrators if the said intended Marriage shall take effect, that then from and immediately after the solemnization thereof the said John Jenkins his Heirs Executors and Administrators shall be lawfully and rightfully possessed of all the Estate of her the said Mary Jenkins the intended wife whatsoever or wheresoever the same may now be and more especially of all such Estate or Interest as she derived, or is intitled to have or receive or claim or demand under or by virtue of the will of her late Husband the said Christopher Jenkins, the same as soon as aforesigned to be particularly mentioned and described in a list or Schedule intended and meant to be annexed to these Presents, to for and upon such uses trusts, intents and purposes as are intended herein after to be mentioned expressed and declared of and concerning the same. Now this Indenture witnesseth that in pursuance of the said agreement, and also for and in consideration of the sum of Five Pounds Sterling Money to the said Mary Jenkins by the said John Jenkins in hand well and truly paid the receipt whereof is hereby acknowledged and for settling and apaying the whole and

every part of the Estate of her the said Mary Jenkins to for and upon
 the several uses Trusts Intents and Purposes herein after mentioned
 limited expressed and declared of and concerning the same, and for
 divers other good causes and considerations her the said Mary
 Jenkins herein to moving, she the said Mary Jenkins by and
 with the advice knowledge privity consent and agreement -
 of the said Thomas Whaley the said intended Husband testified by
 his being a party to these presents hath granted, bargained sold
 transferred set over and delivered, and by these presents both
 in plain and open market according to due form of law grant
 bargain sell assign transfer set over and deliver unto the said
 John Jenkins his Heirs Executors and Administrators, All
 the Estate Real and Personal of her the said Mary Jenkins of every
 nature or kind soever, or wheresover the same may be, as fully as
 if the same was herein fully mentioned and described, and more
 particularly all such parts of her Estate as shall or may be here-
 after mentioned and described in the List or Schedule hereunto
 annexed and intended to be taken and considered as part of
 these Presents, To have and to hold the same, and every Part &
 Parcel thereof with its several rights members hereditaments
 and appurtenances unto the said John Jenkins his Heirs Executors and
 Administrators and Assigns for ever, In Trust and confidence nevertheless
 to permit and suffer the said Thomas Whaley, the intended
 Husband during the Couverre or joint lives of them the said
 Thomas and Mary at his will and Pleasure and discretion to -
 have hold use enjoy and employ all and every Part of the said
 trust estate and to receive take use and apply the rents Spences
 and Profits thereof, and of every part thereof to and for his own par-
 ticular sole and absolute use and behoof, but on this express-
 Proviso and Condition that the Estate so allowed and permitted
 to be held used and enjoyed by the said Thomas shall not be in-
 any wise, or in any way, or at any time or times hereafter, or
 on any account whatsoever bound for, or made liable or
 subject to the Payment or satisfaction of any of his present-
 or future debts, and in case of the death of the said Thomas living
 the said Mary, then in trust to permit and suffer the said Mary
 to retake, have hold use and enjoy the whole and every
 part of the said trust estate to her, her Heirs and Assigns for ever,
 as of her first and former Estate free and discharged of and from all trusts
 limitations or conditions whatsoever, but in case of the death of
 the said Mary living the said Thomas, then in trust to and for

the use and behoof of such person or persons in such way and manner and subject and under such other trusts provises limitations and condition as she the said Mary notwithstanding her coveture by her last Will and Testament or by any Deed or writing purporting to be her last Will and Testament shall order and direct, or give bequeath devise limit or appoint of and concerning the same or any parcel thereof or in case the said Mary dying shall leave no last Will and Testament or otherwise dispose of the said trust Estate or any part thereof then in trust to permit and suffer the said Thomas during his natural life to have hold use and enjoy the said trust Estate free and discharged of his present & future Debts as aforesaid and from and immediately after the death of the said Thomas to the use and behoof of the said generally of the Body of the said Mary whether by her former or by her present intended Husband share and share alike if more than one to them their Heirs and Assigns for ever as Tenants in common and to for any upon no other use trust intent or purpose whatsoever Provided always that if any Part of the said trust Estate should prove or become unproductive or useles or any of the slaves of the said intended wife should prove refractory or troublesome that then and in such case it shall and may be lawful to and for the said John Jenkins his Heirs Executors or Administrators on application being made in writing and subscribed by them the said Thomas and Mary or the survivor of them and not otherwise to expose to sale and sell either at Public or Private Sale all such Parts of the said trust Estate as may become unproductive or useles and in particular any refractory or troublesome slave or slaves and the Proceeds or monies arising from such sale or sales to apply or invest in the purchase of any other slave or slaves or generally to apply or invest the same in such other way & manner as the said intended Husband and wife and the said Trustee in their discretion shall think fit and best and most beneficial to said trust Estate the said Purchases and investments to attend the Trusts herein before mentioned and declared of and concerning the Estate of the said Mary and to be at all times subject or liable to all provises, limitations and conditions that the same is herein declared to be and is hereby intended to be subjected or liable to and the said Thomas Whaley the intended Husband for himself his Heirs Executors and Administrators doth hereby covenant promise grant and agree to and with the said John Jenkins his Heirs Executors and Assigns in manner & form following that is to say that for and notwithstanding any act matter or thing whatsoever by him the said Thomas Whaley to be had, made committed done executed suffered or spented unto it shall and may

may be lawful toward for the said Mary the intended wife at any time -
 at times and at all times during her coverture to make a last Will &
 Testament, or any Deed or writing purporting to be her last will and
 Testament and at her pleasure to revoke alter or change the same, and
 the said Thomas Whaley for himself his Heirs Executors and Administrators further +
 covenant and agree, that neither he or any Person or Persons whomso-
 ever claiming or to claim by from or under him shall question, con-
 trovert, obstruct or hinder such testamentary disposition by her -
 the said intended wife; and also that all and all manner of testa-
 mentary Gifts, devises and bequests to her made by her the said
 Mary the intended wife during her coverture as aforesaid shall
 be at all times as good sufficient and effectual in the law as if the
 the said Thomas Whaley the intended Husband had joined the said
 Mary the intended wife in the same or as if she were a feme sole.
 And lastly that he the said Thomas Whaley and his Heirs Executors
 and Administrators and all and every Person and Persons having
 and lawfully claiming or who can or may have or lawfully claim
 any Estate right, title, Interest, Benefit claim or demand of in to-
 ol out of the private Estate of the said Mary the intended wife here-
 by intended to be conveyed and secured in trust as aforesaid by
 from or under him or otherwise howsoever 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 Jenkins his Heirs Executors
 Administrators or Assigns or of the said Mary the intended wife made do
 levy suffer and execute or cause or procure to be made done, -
 levied, suffered and executed all and every such further and
 other lawful and reasonable act and acts, thing and things -
 Deeds and Deeds, Conveyances and Assurances for the further bet-
 ter and more perfect, assuring and sure making of the said
 trust Estate unto the said John Jenkins his Heirs Executors or Administrators
 to for and upon the several uses and trusts aforesaid as to him or
 them, or his or their Counsel learned in the Law shall be reasonably
 devised advised or required, In Witness whereof the said Parties
 have hereunto interchangeably set their hands and seals the day
 and year first above written Thomas Whaley (X)S
 Sealed & Delivered in the presence of Mary Jenkins (X)S
 of Sarah Mikell, Elizabeth Lemont, John Jenkins (X)S
 Memorandum on the day of the date hereof and in our
 presence a Pen was delivered by the within named
 Mary Jenkins to the within named John Jenkins as trans-
 ferring to him Possession of all and singular the Premises -
 within mentioned and intended to be hereby conveyed

Agree drawn by Mr. Thos.
 Whaley from the Estate
 of Christopher Jenkins

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Negro drawn by Mr. H. H.
Whaley from the Estate
of Charles Jenkins

The list or Schedule referred to by the foregoing Marriage Settlement or
Indenture Tripartite vizt. Will, Nan, dyms Workers, Prophet a Boy
Carolina's Linda, Betty, Workers, Phillis a Girl, Sanchez & Dublin Boys,
Samson, Minda, Tenah a Girl, Cyrus, Peg workers, March a worker -
Joshua a worker, June a worker, Wench Dole, Boy Ned & girl Mariah
wench Marey & girl Lucy, Mary Whaley, John Jenkins, Thomas Whaley -
State of South Carolina Personally appeared before me John Hanan
Charleston District S. han Esquire one of the Justices of the Quorum
for the State aforesaid, Sarah Mikell one of the subscribing
evidences to the within Instrument of writing, who being duly
sworn maketh that she was present and did see Thomas -
Whaley, Mary Jenkins, and John Jenkins sign and seal this
Instrument of writing and did at same time see Thomas -
Whaley and Mary Jenkins deliver the same to John Jenkins
for the uses & intents and purposes therein mentioned, and that -
this Deponent together with Elizabeth Semitt did subscribe
each of their names as witnesses thereto, Sworn before me
this 29th May 1797 John Hanan P.C. Recorded 2^d June 1797.

To all to whom these Presents shall come be seen or made known
Magdalence Royas of the City of Charleston in the State of South Carolina
Widow sendeth Greeting, Know ye that the said Magdalene Royas
for in consideration of the sum of five Millions Sterling Money of the
said State to her in hand well and truly paid by Jacob Devaux of
the same place Factor Trustee for the purpose herein after mentioned
and also for divers other good and valuable causes and considerations
her thereunto moving, hath given granted bargained sold as-
signed transferred and set over and by these presents doth hereby
fully freely and absolutely give grant bargain sell aforesaid trans-
fer and set over unto the said Jacob Devaux the younger his
Executors Administrators and Assigns for ever. All and every the
Negroes Goods Effects Chattels, Plate, Bank Stock and other Person-
al Estate in the List or Schedule thereto hereunto annexed, are par-
ticularly mentioned expressed and set forth, and all her Estate In-
terest use trust possession, property, benefit, claim and demand of in
and to the same and every part and parcel thereof, To have and to hold
all and singular the said Negroes together with their future increase
Goods, Effects, Chattels, Plate, Bank Stock and other Personal Estate in
the said list or Schedule hereunto annexed, are mentioned expressed
and set forth unto the said Jacob Devaux the younger his Executors
Administrators and Assigns to the only proper use benefit and

behoof of the said Jacob Deveaux his Heirs Executors Administrators &
 Assigns for ever, In Trust nevertheless to and for the several uses
 intents and purposes herein after declared of and concerning the
 same, In Trust that he the said Jacob Deveaux his Heirs Executors
 Administrators and Assigns do and shall permit and suffer Ann
 Poyas the wife of James Poyas of the City of Charleston Merchant for-
 and during the term of her natural life to have hold use occupy
 possess and enjoy and to take and receive all and singular the said
 Negroes with their future issue and increase Goods Effects Chattels
 Plate, Bank Stock and other Personal Estate in the said list or Schedule
 hereunto annexed mentioned and contained with the Interest issues
 and profits thereof and of every part and parcel thereof to and for
 her own sole separate and absolute use benefit and behoof &
 without impeachment of or for any manner of waste, but so
 as not to be subject or liable to the intermeddling or control of
 the James Poyas her Husband or to be seized sold or extended
 for payment of his debts and from and immediately after the
 decease of the said Ann Poyas then In Trust to and for the use and
 behoof of such person and persons and in such parts and propor-
 tions manner and form as she the said Ann Poyas shall from
 time to time notwithstanding her Couverte by any Deed or
 Deeds, writing or writings duly executed by her in the pre-
 sence of two or more credible witnesses or by her last will &
 Testament to be by her signed published and declared in the
 presence of two or more such witnesses direct limit or appoint
 and in default of such direction limitation and appointment
 then In Trust to and for such Child or Children of the said Ann
 Poyas begotten or to be begotten by the said James Poyas as shall
 or may be living at the time of the death of the said Ann Poyas
 to be divided between and amongst such Child or Children if
 more than one share and share alike and to their respective
 Heirs and Assigns for ever, In Witness whereof the said Parties
 have hereunto set their hands and seals this twenty eighth
 day of February in the year of our Lord one thousand seven
 hundred and ninety seven Magdelen Poyas /s/ J. Deveaux /s/
 Sealed & Delivered in the Presence of Francis Abram, Wm Roberts,
 A list or Schedule of the Property belonging to Magdalene Poyas this
 28th February 1797 to which the annexed Deed refers
 An Indent due by the United States No 319

dated 25th February 1797 for \$ 753. 66/100 -
 one ditto due by the United States No 3887 S. 565. 26/100 -
 dated 25th February 1797 for

87 one Indent due by the United States No. 546^d
dated 25th February 1797 for 3 Dols. 37¹/₂ 100.
one third of a State Indent No. 219 for 616 7¹/₂ 100^d
dollars dated 6th May 1796.
one third of ditto dated 6th May No. 219 for 435 dollars 6¹/₂ 100.
one third of a ditto dated 6th May 1796 No. 219 for 308 dolls. 7¹/₂ 100.
two Negro Wenchs named Lydia and Sarah, one Silver Waiter, one
Coffee Pot, one Tea Pot, two Saddles, twelve Teaspoons, Six Table Spoons
two Milk Pots, one Butter Boat my Bedding, Bedstead and every -
thing that I possess. Magdaline Poyas witness Francis Coram
Mr Roberts, Charleston. Personally appeared Mr. William Roberts
who being duly sworn made oath that he was present and saw Mag-
daline Poyas and Jacob Devaux Junior severally sign seal and as
their respective act and deed deliver the within instrument of
writing to and for the uses and purposes therein set forth, that he
also saw the said Magdaline Poyas sign the schedule thereunder
written, and that he the Deponent with Francis Coram signed
their names as witnesses to the due execution thereof, Sworn to
the 3^d day of June 1797 before Stephen Ravenel ^{Esq} Recorded 3^d

June 1797

South Carolina

This Indenture made the twenty first day of
March in the year of our Lord one thousand seven hundred & ninety
seven, Between John Ramsay of the City of Charleston Physician of the
first part, and Maria Deas of the same place Widow of the second part
and William Smith, David Campbell and James Fletcherall of the same
place Esquires of the third part, Whereas a marriage is shortly in-
tended to be had and solemnized between the said John Ramsay and
Maria Deas, and Whereas the said Maria Deas is now possessed of a
considerable personal Estate consisting of Negroes and other Slaves -
herein after named and Money due on Bonds and other Speciealties now
out at Interest amounting to about the sum of one thousand one
hundred Pounds, And whereas upon the treaty of and previous to
the said intended Marriage it hath been and is agreed upon by and
between the said John Ramsay and Maria Deas that the Personal
Estate aforesaid of the said Maria Deas shall be by her Granted and
Assigned to and vested in them the said William Smith, David Campbell
and James Fletcherall and the survivor ^{successor and} of them and the Heirs Executors &
Administrators of such survivor upon the special trust and confidence
nevertheless and to and for the several uses intents and purposes
herein after 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 five Shillings Sterling
 Money to the said Maria Deas in hand well and truly paid the
 Receipt whereof is hereby acknowledged and for divers other
 good causes and considerations her thereunto moving she the said
 Maria Deas by and with the privity and consent of the said John
 Ramsay 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 and
 sell and in plain and open Market deliver unto the said William
 Smith, David Campbell and James Clitherall the following Negroe
 Slaves that is to say George, Mary and Baster their Child Paris,
 Peggy, Lucy old Molly, Pompey, Silvia, Sam, Daphne, Pompey
 Harry, Lucy, Celia, Prince, Beck, Bess, Mary, Adam, Lucy
 James, Jack, Nancy, Hagar, Mathias, Martha, Barsheba, Diana,
 Sarah, Lucy, Josey, George, Baster Sandy, Daphne, July Sarah,
 Molly, Johnny, Cotto, Paris, Billy, Maria, Majigan, Jacob,
 Amey, and Jenny, and she the said Maria Deas hath also for
 the considerations aforesaid assigned transferred set over
 and by these Presents, doth assign transfer and set over
 unto them the said William Smith, David Campbell and
 James Clitherall all and singular the aforesaid Bonds and other
 specialties and sums of Money at Interest as aforesaid hereby
 giving and granting unto them the said William Smith, David
 Campbell and James Clitherall and the survivors and sur-
 vivor of them, and the Heirs Executors and Administrators of
 such survivor her full power and absolute authority in the
 name of the said Maria Deas or otherwise as the case may
 be (as soon after the solemnization of the said intended Mar-
 riage as conveniently they can) to call in and demand and
 receive the several sums of Money now out at Interest as
 aforesaid, and on Receipt thereof or any part thereof to vest
 the same in Negroes or any other species of Property which
 they the said Maria Deas and John Ramsay her intended Hus-
 band shall in writing appoint and direct, and it is hereby de-
 clared to be the true intent and meaning of these Presents
 and of the several parties thereto, that the Property of what-
 ever nature or kind the same may be which shall or may
 be hereafter purchased out of the Monies of the said Maria
 Deas now at Interest and to be called in as aforesaid shall con-
 sist of and form a part of the hereby intended to be assigned
 premises in as full, ^{ample} and complete a manner as if the same
 was herein particularly described and set forth, To have

and to hold the said negroes and other slaves with the future issue & increase of the said females, and also the bonds and other specialties and monies now at interest as aforesaid, and all and singular other the premises hereinbefore mentioned or meant and intended to be hereby by aforesigned transferred and set over unto them the said William Smith, David Campbell and James Clitterall and the survivors and survivor of them, and the heirs executors and administrators of such survivor, upon the special trust and confidence nevertheless and to and for the several uses intents and purposes herein & hereby intended to be made limited and declared of and concerning the said personal estate of the said Maria Deas and each and every of the parties to this indenture hath agreed that the same shall be limited settled and apportioned in manner following, that is to say, to the use benefit and behoof of the said John Ramsay, during the joint lives of the said John Ramsay and Maria Deas his intended wife, and in case the said Maria Deas should die in the life time of the said John Ramsay leaving issue one or more of the said marriage living at the time of such her death, then from and immediately after such her death, In Trust to be equally divided share and share alike between or amongst the said John Ramsay and such child or children the said John Ramsay to have take and hold his share or part to him and to his executors administrators and assigns forever, and as to the share or shares which shall as aforesaid be and belong to such child or children in trust to suffer and permit the said John Ramsay during his her and their minority remaining unmarried to have and take to himself the rents issues and profits thereof, and upon the arrival of such child or children to the age of twenty one years or on the day of marriage whichever shall first happen and as the children if more than one shall severally and respectively so attain the age of twenty one years or be married, In Trust to divide pay over and deliver to each his her or their share & portion accordingly to the true intent and meaning of these presents, but in case the said John Ramsay should die in the life time of the said Maria Deas his intended wife leaving issue one or more of the said intended marriage living at the time of his death, then as to the one moiety or half part of all and singular the hereby intended to be aforesigned premises, In Trust to end for the sole & only use benefit and behoof of the said Maria Deas to have and to hold the same to her, her executors administrators & assigns forever, and as to the other moiety or half part thereof, In Trust to be equally divided share and share alike between or amongst

the children of the said marriage if more than one each ones share
 to be paid and delivered as he or she shall attain the age of twenty
 one years or day of marriage which soever shall first happen
 but if there be but one child of the said marriage then the said
 moiety to go in like manner to such child absolutely and until
 the said moiety shall be payable to the said child or children as
 aforesaid to permit and suffer the said Maria Deas to have and take
 the rents issues and profits thereof to herself and to her executors &
 administrators and assigns for ever, but if at the time of the
 death of the said John Ramsay or Maria Deas there should be no
 issue of the said marriage living then from and immediately after
 such death leaving no lawful issue of the said marriage, In Trust
 to pay and deliver over all and singular the estate and Proper-
 ty herein and hereby settled and Conveyed to the sole and
 only use of the survivor, which soever of them the said John -
 Ramsay or Maria Deas shall survive the other, to have and
 to hold the same to such survivor and to his or her executors &
 administrators and assigns for ever, and the said John Ramsay
 for himself his executors and administrators doth by these presents
 Covenant and agree to and with the said William Smith, David
 Campbell and James Clitherall their executors or administrators
 that he the said John Ramsay his executors and Administrators
 shall and will from time to time and at all times hereafter upon
 the reasonable request of the said William Smith, David Campbell
 and James Clitherall their executors and Administrators make
 do and execute or cause or procure to be made done and
 executed all such further and other reasonable and lawful
 acts and Deeds in the Law for the corroborating and confirming
 of these presents, 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 John Ramsay (S) Maria Deas (S)
 Sealed & Delivered in the presence of Tho. Fraser, Alex^r Inglis
 Received on the day of the date of the within Indenture of
 from William Smith, David Campbell and James Clitherall, Just
 herein named, the sum of five millings Sterling being the consi-
 deration money within mentioned to be paid John Ramsay
 Maria Deas. Witness Tho. Fraser, Alex^r Inglis
 South Carolina Personally appeared Mr. Thomas Fraser
 who being duly sworn made oath that he was present and
 saw John Ramsay and Maria Deas 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

91 and that he the deponent with Alexander Inglis signed their names
as witnesses to the due execution thereof Sworn to the 14th day of
June 1797 before Stephen Ravenel Jr.

1794	Schedule of Bonds the Property of M ^r . Maria Deas	£ \$ 9.
Feb. 41	James Blitteralls Bond of this date.	618. 11. 1
March 21	three years one Month twentyone Days Interest	134. 14. 9-
July 1	James Shoolbreds Bond of this date on which has been paid in March 1795	£ 149. 2. 3.
	one years Interest on £ 596. 8. 11.	41. 15. -
		190. 17. 3.
1796	March 29 Second payment 1/4 Principal	149. 2. 3
	one years Interest on £ 447. 6. 8.	31. 6. 3
		371. 5. 9.
March 29	Balance of James Shoolbreds Bond of this date	298. 4. 5-
March 29	one years Interest on £.	20. 17. 6
March 29	Charleston 25 th March 1797. Errors Excepted	1072. 7. 9-
Recorded 14 th June 1797.	James Blitterall	

South Carolina

This Indenture made the Eleventh day of March
in the year of our Lord one thousand seven hundred and ninety seven
between Sarah Hartly Bay of the one part. Emily Bay Daughter of the
said Sarah Hartly Bay of the second part and George Taylor junior
Esq^r of the third part, witnesseth that the said Sarah Hartly Bay
for and in consideration of the sum of five shillings to her in hand
paid by the said Emily Bay the Receipt whereof is hereby acknow-
ledged also for and in consideration of the natural love and affection
which she hath for her Daughter the said Emily and for divers other
good causes and considerations, hath by and with the Priority &
approbation of the said George Taylor between whom and the
said Sarah Hartly Bay a marriage is by Gods permission to be
shortly had and solemnized testified by his being a party to and
his Sealing and Delivery of these Presents, granted bargained sold
and delivered and by these Presents doth grant bargain sell and
deliver unto the said Emily Bay all and singular the following
Negroes to wit Cudjo, Canah, Joe, Prince, black Hannah, Jenny
Zinilla, little Hannah, Peter, Sukey, Elsey, Kate, Lucy, Carolina
and Jack also the following articles of Mahogany Furniture
viz. a Desk, Case, Tea Table, Bed Head and a large Trunk. To
have and to hold all and singular the said Negroes above
mentioned and the future Issue and Increase of the Females and
all

all and every the articles of Furniture above enumerated and
specified to the said Emily Bay her Executors Administrators
and Assigns to the only proper use and behoof of the said Emily
Bay her Executors Administrators and Assigns absolutely and
forever. In Witness whereof the said Parties to these Presents
have hereunto set their hands & seals the day and year first
above written, Sarah Hartley Bay & G. Taylor Junr Esq;
Sealed and Delivered in the presence of us and profession of the
said slaves and Furniture given by an actual delivery of
part of the same in the name of the whole in our presence.
Samuel Hay, John Goodwin, Charleston District &c Personally
appeared before me John Goodwin who being duly sworn maketh
oath and saith that he was present and saw Sarah Hartley Bay
and G. Taylor Junr sign seal and deliver the within Instru-
ment of writing as their act and deed for the purposes therein
mentioned, and that a delivery of part of the above named
negroes in the name of the whole was at the same time made
Sworn to before me this 11th day of March 1797 S Hay J^r S Recorded 16th June 1797

South Carolina

This Indenture made the Eleventh day of
March in the year of our Lord one thousand seven hundred &
ninety seven. Between, Sarah Hartley Bay of the first Part, &
Elizabeth Huxham and William Bohun Baker of the Second
Part and George Taylor Junior Esquire of the third Part,
Whereas the said Sarah Hartley Bay is now absolutely possessed
of the following negroes vizt. Violet, James Phillis, Sylvia Quash
Eaw, Jacob, Judy, Tenah, Jemmy, Betty, Old Hannah, Symus
and Justice. And whereas a Marriage is by Gods permission
intended to be shortly had and solemnized between the said
George Taylor and the said Sarah Hartley Bay, and whereas
in prospect and consideration of the said intended Marriage
it hath been agreed by and between the said George Taylor
and Sarah Hartley Bay that all and singular the said above-
mentioned Negroes and the Issue and Increase of the Females shall
be settled conveyed and disposed of to such uses upon such Trusts
and to and for such Intents and Purposes as are herein after menti-
oned excepted and declared of and concerning the same Now
This Indenture witnesseth that in pursuance of the said
agreement, in consideration of the said intended marriage
and for and in consideration of the sum of five Shillings

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and Mr
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to the said Sarah Hartly Bay in hand paid by the said Elizabeth Suckham and William Bohun Baker at or before the Sealing and Delivery of these presents the Receipt whereof is hereby acknowledged by the said Sarah Hartly Bay with the privity consent and approbation of the said George Taylor her intended husband testified by his a party to and his sealing and delivery of these Presents hath granted bargained sold transferred aforesaid and set over and by these presents doth grant bargain sell transfer aforesaid and set over unto them the said Elizabeth Suckham and William Bohun Baker and the Survivor of them the Executors Administrators and Assigns of such Survivor all & singular the said Negroes above mentioned and here again enumerated Vizt. Viollet, James, Phillis, Sylvia, Quash, Esaw, Jacob Indy, Tenah, Jemmy, Betty, old Hannah, Dymus and Justice To have and to hold all and every the said Negroe with the future Issue and Increase of the Females unto the said Elizabeth Suckham and William Bohun Baker and the survivor of them and to the Executors Administrators and Assigns of such Survivor forever upon such Trusts notwithstanding and so and for such Intents and Purposes as are hereinafter expressed and declared of and concerning the same that is to say In Trust for the said Sarah Hartly Bay her Executors Administrators and Assigns until the solemnization of the said intended Marriage and from and immediately after the solemnization thereof then In Trust that the said Elizabeth Suckham & William Bohun Baker and the survivor of them the Executors Administrators and Assigns of such Survivor do permit and suffer the said George Taylor during the joint lives of himself and the said Sarah Hartly Bay his intended wife to have the occupation, enjoyment, direction and management of the said Negroes and of the future Issue & Increase of the females but upon the special Trust and confidence that they shall not be in any manner subject or liable to his debts, Contracts or Engagements, and to receive and take the profits, proceeds Emoluments and Advantages of their Work and Labor to his use & benefit and from and immediately after the decease of such of them the said George Taylor and Sarah Hartly Bay his intended wife as shall first happen to die then In Trust that the said Elizabeth Suckham and William Bohun Baker and the survivor of them the Executors Administrators and Assigns of such Survivor do grant convey aforesaid and transfer all and singular the said Negroes with the future Issue and Increase of the Females to the survivor of them the said George Taylor and Sarah Hartly Bay the Executors Administrators and Assigns of such Survivor absolutely and forever and to and for no other use intent

a purpose whatever, In Witness whereof the said Parties have hereto set their Hands and Seals on the Day and Year first above written
 Sarah Hartley Bay, Eliza Hucham, Wm. B. Baker, G. Taylor, J. P.,
 Sealed and Delivered in the presence Samuel Hay, John Goodwin,
 Charleston District p. Personally appeared before me John Goodwin
 who being duly sworn maketh oath and saith that he was present
 and saw Sarah Hartley Bay, Geo Taylor Junr. Eliza Hucham and
 Wm. B. Baker sign seal and deliver the within Instrument of writing
 as their act and Deed for the uses and purposes within mentioned
 John Goodwin, Sworn to before me 11th March 1797. S. Hay J. P.
 Recorded 16th June 1797.

South Carolina This Indenture made the twelfth day of January in the year one thousand seven hundred and ninety seven
 Between George Caborne of the Parish of St. Peters in said State of the first part, Catharine Lam. of St. Andrews Widow of the second part, and Daniel Doyley of St. Bartholomew's and Thomas Wigfall of St. Thomas of the third part, Whereas a marriage by Godsperson is shortly intended to be had and solemnized between the said George Caborne and the said Catharine Lam, and whereas the said Catharine Lam at the time of executing these Presents, is and stands seized in fee simple to her and her Heirs of and in the Real Estate herein after mentioned and intended to be hereby granted and released: And whereas the said Catharine Lam is also possessed of interested in, and entitled to the Personal Estate herein after mentioned, And whereas upon the treaty and previous to the said intended Marriage, it hath been agreed between the said George Caborne and Catharine Lam, that the said several Estates Real and Personal should be by her granted and released, assigned and transferred, to the said Daniel Doyley and Thomas Wigfall and their Heirs to for and upon the several uses trusts and intents and purposes, in such manner as hereinafter is 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 in consideration of the sum of five Shillings to her in hand paid at and before the sealing and Delivery of these presents, the receipt whereof is hereby acknowledged and for divers good causes and considerations her thereunto moving the said Catharine Lam by and with the knowledge, privity, Consent and approbation of the said George Caborne her intended Husband, testified by his being party to and

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executing of these Presents) Hath granted bargained, sold, aliened,
released and confirmed, and by these Presents doth grant, bargain sell
alien, release and confirm unto them the said Daniel Doyly and
Thomas Wigfall, in their actual possession now being by virtue
of a bargain and sale to them thereof made by her the said Catharine
for one whole year, by Indenture of lease bearing date the day
next before the day of the date of these presents, and by force of
the Statute for transferring uses into possession made of force
in this State, and to their Heirs and Assigns forever, All that
Plantation or Tract of Land situate lying and being in the
Parish of Prince Frederick in the said State, containing twelve
hundred acres more or less and the reversion and reversions
remainder and remainders, rents, Issues and profits of all and
singular the hereby granted and released premises, and also
all the Estate right, title Interest, property, claim
and demand whatsoever both at law and in equity of her-
the said Catharine Lam, or of any other person or persons in
trust for her of in or out of the said hereby granted and released
premises and appurtenances and every part and parcel thereof.
And this Indenture further witnesseth that the said Catha-
rine Lam in further pursuance of the said Agreement, and for the
several considerations aforesaid, with the knowledge, privily and
consent of the said George Babine testified as aforesaid, hath
bargained sold assigned transferred and set over, and by these
Presents doth bargain sell assign transfer and set over, unto
the said Daniel Doyly and Thomas Wigfall their Executors, Ad-
ministrators and Assigns, all those Negro slaves, named and
set forth in a Schedule hereunto attached agreeably to an act
of the General Assembly in such case made and provided, together
with the future Issue and Increase of the female slaves, and also
all the Estate right and title, Issues, rents and profits proceeding
from the labor of said slaves of her the said Catharine Lam or of any
person or persons in trust for her of in to or out of the said slaves
and every part thereof, To have and to hold the said Lands
Tenements and hereditaments, and also the said Negro slaves, and
their Issue and Increase, and all and singular other the Premises here-
in before mentioned and intended to be hereby granted and re-
leased with them and every of their Appurtenances to the said Daniel
Doyly and Thomas Wigfall, their Heirs Executors, Administrators
and Assigns to and for, and upon the several Uses Trusts, Intents
and purposes, and subject to the several Provisions, Powers
- limitations

limitations and agreements herein after mentioned limited expressed and declared of and concerning the same respectively that is to say to the use and behoof of the said Catharine and her Heirs Executors and Administrators until the solemnization of the said intended Marriage, and from and immediately after the solemnization to the use and behoof of the said George Laborne and Catharine his wife during their joint and natural lives to be held and enjoyed by them equally and for their joint benefit and advantage, for which purpose the said George and Catharine shall be permitted during their lives to receive and take the rents issues and profits of the said premises and arising from the labor or hire of the said slaves for their joint and equal use and benefit, and from and immediately after the determination of that Estate to the use and behoof of the said Daniel Doyly and Thomas Wigfall, and their Heirs Executors Administrators and Assigns for and during the lives of the said George and Catharine upon Trust to preserve the contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entries, and bring actions as occasion shall require, and from and after the decease either of the said George or of the said Catharine then to the use and behoof of the survivor of them, for and during the term of his or her natural life, to receive take and enjoy all and singular the rents issues and profits of the said Real and Personal Estate, for his or her sole use and benefit, and from and immediately after the determination of that Estate, to the use and behoof of the said Daniel Doyly and Thomas Wigfall and their Heirs Executors and Administrators for and during the life of such survivor, upon Trust to preserve the contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion may require, and from and immediately after the death of such survivor of the said George and Catharine, then to the use and behoof of the issue of the said George and of the said Catharine, equally to be divided share and share alike, and in case any of the children of the said George and Catharine shall have departed this life before the death of such survivor leaving lawful issue, then such issue shall stand in the place of the deceased Parent and have such Parents share equally divided among them but if it should so happen, that on the decease of the said George or Catharine which ever may first take place there should be no lawful child or grand child of the said George & Catharine alive and qualified to take any Estate in the premises, then the said Estates Real and Personal with the rents issues and

Profits, shall be and ensue to the uses intents and purposes following,
that is to say, one moiety thereof to the use and for the benefit of the Survivor
of them, his or her Heirs Executors Administrators and Assigns for
ever, and the other moiety thereof, to the use and for the benefit of such
Person or Persons as the said George or Catharine (who shall first de-
part this life) shall have devised or bequeathed by his or her last
Will or Testament, or by any other Act or Deed made under his or her
hand and seal in the presence of three witnesses, which Deed, will or
Instrument, shall have full force and effect, notwithstanding
the Cōverture of the said Catharine, But if the said George or Catha-
rine whosover of them shall first depart this life, should die
without having duly executed and left in full force some good
and sufficient Deed Will or Instrument of writing competent to -
convey the same or any part of the said Moiety, then such Moiety
~~shall~~ be and ensue to the use and for the benefit of the Survivor abso-
lutely and forever, Provided always never the less, and it is here-
by expressly declared and agreed by and between all the Parties
hereunto, and the true intent and meaning of these Presents is, that in
case the said George Babonne and Catharine Cam or the Survivor of
them, shall at any time hereafter during the said intended Cover-
ture think fit to cause the Landed Estate herein and hereby convey-
ed and settled to be sold and disposed of, that then and in such case
the said Trustees or either of them, the Survivor of them, or either of
them, his Heirs Executors Administrators and Assigns, shall when
required by them the said George and Catharine or the Survivor of
them, in writing, absolutely sell and dispose of the said Landed or Real
Estates, in whole or in part, to such Person or Persons, as the said George
and Catharine shall nominate and direct, and shall make and exe-
cute good and complete Titles, to Convey, confirm and release the
said Estates in fee simple to the purchaser or purchasers, and shall
take such securities or receive such payments as the said George
and Catharine shall direct, and immediately on the receipt of the
purchase money of said Estate shall apply the same on the pur-
chase of such other Estate property or effects Real or Personal as they
the said George and Catharine, or the Survivor of them shall direct &
order, which Estate or property so purchased shall be immediately
settled to like uses, trusts intents and purposes as the other property
herein contained is subject and liable to, and shall be and ensue to
the Person and Persons intended to be benifited hereby, and also that
the said Trustees their Heirs Executors and Administrators shall be
answerable each for his or her own act, and not for the act or deed
of any other Person in the Premises, and shall be fully reimbursed

out of the Estates herein and hereby settled and conveyed, for all expenses to which he she or they may be put in the proper execution of these Trusts, In witness whereof the said parties to these Presents have hereunto interchangably set their Hands and Seals the day and year first above written Catherine Lam ^{RS/}
 Signed Sealed and Delivered this George Laborne ^{AS}
 the eleventh day of January 1797 In Thomas Wigfall ^{RS/}
 presence of Thos Miles, John H. Mitchell, Margaret Gillespie
 Schedule of the Negroes referred to & included in the within Settlement
 Peter, Betty, Schader, John, Hannah, September, Florah, Trim,
 Dido, Turah, Supio, Secer, Dearah, Castelle, George, San co,
 Mill, Hester, Rock, Plimoth, Deck, Thunder, Elvira, Beck,
 Binkey, Clezar, George, Philander, Jack, A Bond of Thomas
 Wigfall in the sum of £1600. Conditioned to pay to Catherine
 Lam the sum of £800. Charleston sc. Personally appeared W.
 John Hinckley Mitchell who being duly sworn made oath that
 he was present and saw Catherine Lam, George Laborne and
 Thomas Wigfall 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 Thomas Miles and Margaret Gillespie signed their names
 as witnesses. Sworn to the 20th day of June 1797
 before Stephens Ravenel ^{RS/}

Whereas the within mentioned Catherine Lam is intitled &
 possessed of a certain Bond or obligation, bearing date the twenty-
 sixth day of March in the year of our Lord one thousand seven
 hundred and ninety six duly executed by the within named
 Thomas Wigfall and conditioned to pay the sum of eight hundred
 pounds Sterling to the said Catherine Lam, and it is the intent
 and meaning of the Parties that the same should be included in
 this Settlement it is hereby Covenanted and agreed by and
 between the parties hereto, that the Monies due and to grow
 due on the Bond shall be applied as fast as the same shall
 be collected, to the purchase of such Real or Personal pro-
 perty as the said Catherine Lam, and the within mentioned
 George Laborne shall direct, and such property so purchased
 shall be subject and liable to all the trusts, uses, intents,
 purposes and limitations as ^{are} within provided and expressed
 In witness whereof the said parties have hereunto set their
 hands & seals the day & year within mentioned Catherine Lam ^{RS/}
 Signed Sealed & Delivered in presence of George Laborne ^{AS}
 of Thos Miles, John H. Mitchell, Margaret Gillespie ^{RS/} Thomas Wigfall ^{RS/}

Charleston sc. Personally appeared Mr. John Hinckley Mitchell who being duly sworn made oath that he was present and saw Catharine Ann George Gaborne and Thomas Wigfall severally sign seal and as their respective act and deed acknowledge the above instrument of writing to and for the uses and purposes therein set forth, and that he the Deponent with Thomas Mills and Margaret Gillespie signed their names as witnesses, Sworn to the 20th day of June 1797 before Stephen Ravenel Jr. Recorded 28th June 1797

State of South Carolina

This Indenture made the nineteenth

day of June in the year of our lord one thousand seven hundred & ninety seven, and in the twenty first year of the Independence of the United States of America Between James Shoolbred of the city of Charleston Esquire and Mary his wife of the one part and John Gibbes and Robert Reeve Gibbes Junior of Charleston Esquires of the other part, Witneseth that for and in consideration of five Millings to the said James Shoolbred and Mary his wife in hand paid by the said John Gibbes and Robert Reeve Gibbes at or before the sealing and delivery of these Presents to the receipt whereof is hereby acknowledged they the said James Shoolbred and Mary his wife have granted bargained and sold, and by these Presents Do grant bargain and sell unto the said John Gibbes and Robert Reeve Gibbes their Executors Administrators and Assigns All that certain Tract of Land in Keowah Island containing one thousand three hundred acres situate in St Johns Parish Colleton County, and also all that other Tract of Land on South Santee River supposed to contain about five hundred and thirty three acres which said Tracts of Land are the Property of the said Mary and descended to her from her late Father deceased and the Reversion and Reversions, Remainder and Remainders, Rents Issues and Profits thereof with the appurtenances To have and to hold the said Lands Hereditaments and Premises above bargained and sold and every part and parcel thereof with the appurtenances unto the said John Gibbes and Robert Reeve Gibbes their Executors Administrators and Assigns from the day before the day of the date hereof for and during the term of one whole year from thence next ensuing and fully to be compleat and ended, Yielding and Paying therefore on the last day of the said term of lawfully demanded one grain of Indian corn, to the intent that by virtue of these presents and of the Statute for transferring uses into possession made of force in this State they the said John Gibbes and Robert Reeve Gibbes may be in the actual possession of the said premises and be thereby enabled to take and accept a grant and release of the reversion and inheritance thereof to

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them and their Heirs to for and upon such uses intents and purposes as in and by the said grant or release shall be thereof directed or declared. In Witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the day and year first above written
 Jn: Gibbes & R. Gibbes, James Shoolbred & Mary Shoolbred,
 Sealed and Delivered in the Presence of Alex: Shivas, Tim: Ford -
 Charleston sc. Personally appeared M: Alexander Shivas who +,
 being duly sworn made oath that he was present and saw John
 Gibbes, Robert Reeve Gibbes, James Shoolbred and Mary Shool-
 bred 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 Timothy
 Ford signed their names as witnesses thereto, Sworn to the 22^d
 day of June 1797 before Stephen Ravenel Jr.

State of South Carolina

This Indenture made the twentieth
 day of June in the year of our Lord one thousand seven hundred
 and ninety seven, and in the twenty first year of the Indepen-
 dence of the United States of America. Between James Shoolbred
 of the City of Charleston Esquire and Mary his wife of the one part &
 John Gibbes and Robert Reeve Gibbes Junior of Charleston Esquires
 Trustees named in a certain Marriage Deed or Contract made
 previously to and in contemplation of the intermarriage of the said
 James Shoolbred and Mary his wife and hereinafter referred to -
 and in part recited of the other part. Whereas in and by a certain
 Indenture of Marriage Articles made the thirtieth day of May
 in the year of our Lord one thousand seven hundred and ninety
 three. Between the said James Shoolbred of the one part and
 the said John Gibbes and Robert Reeve Gibbes of the other part
 reciting that a marriage was then intended to be shortly had
 and solemnized between the said James Shoolbred and Mary -
 Middleton (the present wife of the said James Shoolbred) -
 the only Daughter and Heir at Law of Thomas Middleton -
 late of the State aforesaid Esquire, and that the said Mary Middle-
 ton was seized and possessed of and interested in the following Real
 Estate viz: a house and lot of land in Ansonborough a Tract of
 land in Keewah Island containing one thousand three hundred
 acres situate in St. Johns Parish Colleton County, a Tract of
 land known by the name of Turkey Hill containing one thou-
 sand six hundred and one acres situate in St. Peters Parish -
 a Tract of land on South Santee River supposed to contain -
 about five hundred and thirty three Acres, one fourth part
 of a Tract of land on the North side of Santee River known by the
 name of Pleasant Meadows containing about three hundred