

the said Andrew Doyle her intended Husband, testified as aforesaid  
 hath granted bargained and sold, and by these presents, doth grant  
 bargain and sell unto the said Samuel Beckman and Alexander  
 Garden the following Negro Slaves, that is to say, Esther Jane,  
 Jonny and her two Children Esther and James, due another Child  
 Nelly and Bess. To have and to hold the said Tract of Land with  
 its appurtenances, and all other the lands Tenements and Re-  
 viduances to and Real Estate to which the said Susanna Bruce  
 may be in any wise interested in or entitled to, and also the said  
 Negro and other Slaves with their future issue and increase of  
 the said females, and all and singular the goods and chattels  
 and other effects mentioned and contained in the List or  
 Schedule annexed, and all other the premises herein before men-  
 tioned or meant and intended to be hereby granted released  
 conveyed as aforesaid unto them the said Samuel Beckman and  
 Alexander Garden their Heirs Executors Administrators and  
 Assigns, upon the special Trust and Confidence re-  
 vertheless and to and for the several uses intents and pur-  
 poses herein and hereby intended to be made limited and  
 declared of and concerning the same, and for and concerning  
 the said several uses and trusts herein and hereby intended to be  
 made limited expressed and declared of and concerning the said  
 Real and Personal Estate of the said Susanna Bruce, each severally  
 of the parties to this Indenture have agreed that the same shall be  
 limited settled and assured in manner following, that is to say -  
 In Trust to and for the said Susanna Bruce her Heirs Executors  
 Administrators and Assigns, until the solemnization of the said  
 intended marriage, and from and after the solemnization thereof  
 then in trust that they the said Samuel Beckman and Alexander  
 Garden their Heirs Executors Administrators and Assigns shall do  
 do from time to time and during the joint lives of the said An-  
 drew Doyle and Susanna Bruce, pay and dispose of the clear  
 yearly interest rent profits income and produce of the said  
 lands tenements and other Real Estate, and also of the Negro Slaves  
 and other Personal Estate aforesaid as the same shall from time  
 to time arise and be received unto such person or persons, and  
 to and for such uses and purposes and in such parts and pro-  
 portions as the the said Susanna Bruce shall from time  
 to time standing her Coverture by any Note or writing

102 under her Hand direct and appoint, to the intent that the same may not be subject or liable to the Controul debts or engagements of the said Andrew Smylie, her intended husband, but only at her own sole and separate use and dispose, - where receipt alone of her hand without the said Andrew Smylie her intended husband, shall from time to time notwithstanding her Coverture be sufficient discharges to the person or persons who shall so pay the same or for so much thereof as such receipts shall be given for, and upon this further trust and confidence that the said Samuel Beckman and Alexander Gordon their Heirs Executors Administrators and Assigns, shall and do assign transfer and dispose of all and every of the said lands and Tenements, and other Real Estate Negroes and other personal Estate and premises aforesaid and every or any part thereof unto such person or persons and to and for such uses purposes Estates and Interests, and in such parts and proportions manner and form with or without power of revocation as the said Susanna Bruce shall from time to time notwithstanding her Coverture, whether she be sole or married, by any writing or writings under her Hand and Seal attested by two or more Credible witnesses, to take effect during her life, or in nature of and purporting to be her Last Will and Testament direct limit give or appoint the same or any part thereof, and for default of such direction Limitation gift or appointment, then in trust and to be and remain to and for her own sole and separate use and behoof, and to her Heirs and Assigns forever, And it is hereby declared and agreed to by and between the said parties to these presents, that in case the said Susanna Bruce shall be minded or willing at any time or times during her Coverture, or whether she shall be sole or married, to sell and dispose of all or any part of the said lands and Tenements Negro Slaves goods and Chattels or other the premises, and to convert the same into money in such case it shall and may be lawful to and for the said Susanna Bruce notwithstanding her Coverture and whether she be sole or married to sell and dispose of all or any part of the said lands and Tenements Negro Slaves goods and Chattels and other the premises in such.

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person or persons, and for such price and prices, as she shall think  
 fit and convenient, and the said Samuel Beckman and Alexander  
 Garden do hereby covenant promise and agree to and with the  
 said Susanna Bruce that they the said Samuel Beckman and  
 Alexander Garden their heirs Executors Administrators and  
 assigns shall and will assign transfer and dispose of all and  
 singular the said lands Tenements Negro Slaves goods and  
 Chattels and other the premises and every or any part thereof  
 to such person or persons and to and for such uses purposes  
 and Estates as she the said Susanna Bruce shall from time to time  
 notwithstanding her Coverture by any writing or writings under her  
 hand and seal attested by two or more credible witnesses direct or  
 appoint, and it is hereby agreed that the monies arising or from such  
 Sale and disposal, or the securities for the same shall be from time to  
 time settled and assured and be for the same uses intents and purposes &  
 subject to the same provisos and agreements as are herein before men-  
 tioned and declared of and concerning the said Tenements Negro Slaves  
 goods and chattels and other the premises aforesaid, and the said Andrew  
 Smylie for himself his heirs Executors and Administrators doth by these  
 presents Covenant promise and agree to and with the said Samuel  
 Beckman and Alexander Garden their heirs Executors Administrators  
 and assigns, that it shall and may be lawful to and for, and that he  
 will permit the said Susanna Bruce to make such writing or  
 writings under her hand and seal, and attested as aforesaid to take  
 effect during her life, or in nature of and purporting to be her last  
 Will and Testament, as may be necessary for the better completion &  
 fulfilling all or any of the trusts herein before mentioned and ex-  
 pressed, and moreover that he the said Andrew Smylie his heirs  
 Executors and Administrators, shall and will from time to time  
 and at all times hereafter upon the reasonable request of  
 the said Samuel Beckman and Alexander Garden their heirs  
 Executors or Administrators, make do and execute, or cause  
 to be made done and executed all such further and other lawful  
 and reasonable Acts Deeds and Conveyances in the Law, for  
 the corroborating and confirming of these presents, & for  
 the further and better conveying and assuring of all and  
 singular the premises herein before mentioned and intended  
 to be granted and released unto the Samuel Beckman and  
 Alexander Garden their heirs Executors Administrators and

104. Affixed, as by him or them or his or their Counsel, learned in the law, shall be reasonably advised or required, In witness whereof the said parties to the presents, have hereunto interchanged by set their hands and seals, on the day and in the year first above written Susan Bruce (dd) And<sup>r</sup> Smylie (dd) Samuel Beckman (dd) Alex<sup>r</sup> Garden (dd) Sealed and Delivered in the presence of Jon Mayan, M<sup>r</sup> Smith Jun<sup>r</sup>, Charleston J<sup>r</sup> William Smith Junior made oath he was present and saw Susan Bruce, And<sup>r</sup> Smylie Samuel Beckman and Alexander Garden sign seal and as their Act and Deed deliver the within Instrument of writing to and for themselves and purposes therein mentioned, and that he signed his name as a witness to the same, Sworn to before me this 4<sup>th</sup> of November 1801 Isaac Motte Part 22

Recorded 4. November 1801

State of South Carolina & (Stamp)  
Charleston District } This is to Certify that M<sup>r</sup> Eliaser  
Sey of the said State and Miss Anna Abraham of the said  
State have been lawfully married by me and in the presence  
of us the order mentioned that the said Sey has taken Miss  
Abraham as his lawfull wife, and that the said Miss Abraham  
has brought to the said Sey a just and full some of fifty pounds  
sterling and that the said Sey do hereby bind himself to  
maintain the said Miss Abraham as his lawfull wife from  
hence and for ever after untill death separates according  
to the Hebrew Ceremonies, In witness whereof we have set  
our hands and seals the twenty seven day of December one  
thousand eight hundred and one, and to Lunar Sexton 5562  
and in the twenty six<sup>th</sup> year of the Independence of the  
United States of America Bred Grooms E. Sey  
Moses Savage, Sam<sup>l</sup> Hyams, Sam<sup>l</sup> Jacobs Ben<sup>l</sup> Jewell  
Charleston J<sup>r</sup> Samuel Hyams made oath he was present  
and saw Eliaser Sey sign his name to the foregoing In-  
strument of writing to and for the uses and purposes  
therein mentioned and that he with Moses Savage, Sam<sup>l</sup>  
Jacobs and Benjamin Jewell signed their names as  
witnesses to the same, Sworn to before me  
this first day of January 1802 Part 1st Record 20.  
Recorded January 1802

This Indenture Impartite made the twenty seventh day of October in the year of our Lord one thousand eight hundred and one, and in the twenty sixth year of the Independence of the United States of America, Between Henry Richardson of the State aforesaid Doctor of Medicine of the first part, Mary Fraser of the City of Charleston in the State aforesaid of the second part, and James Fraser Doctor of Medicine, John Battie Livingston both of Denmark, and James Lee of the City of Charleston aforesaid Esquires of the third part, Whereas a Marriage is intended by Gods permission shortly to be had and solemnized between the said Henry Richardson and Mary Fraser, and whereas at the time of the Execution hereof the said Mary Fraser is lawfully interested in, and will be entitled equally with her Brothers and Sisters, to certain undivided Real and Personal Estates derived from her late Uncle R.R. Ash, and her Grand Mother Sarah Odingsell, the particulars whereof, the situation and quantity of land, and the respective names of the Negroes and Personal Property cannot at present be actually ascertained or known, but when and so soon, as the same be ascertained and known an accurate Schedule Inventory or account thereof is intended to be annexed herunto as designating the property hereby settled and conveyed, and whereas it is the desire and wish of the said Henry Richardson and Mary Fraser that all and singular the Estate Real and Personal of the said Mary Fraser, which she is seized and possessed of as aforesaid shall previous to the said Marriage be conveyed settled and secured in the manner and upon the trusts and to and for the uses and intents and purposes and under and subject to such restrictions, provisions, limitations and agreements as are herein after limited expressed and declared of and concerning the same. Now this Indenture witnesseth that in consideration of the said intended Marriage to be had and solemnized as aforesaid, and of the natural love and affection which the said Henry Richardson hath and beareth towards the said Mary Fraser his intended wife, and also in consideration of the sum of ten shillings to the said Henry Richardson and Mary Fraser in hand paid by the said James Fraser, John Livingston and James Lee, at or before the sealing and delivering hereof, the receipt whereof is hereby acknowledged, they the said Henry Richardson



106 and Mary Fraser have and each of them to the granted Bargain  
Sold assigned Transferred and set over, and by these presents  
do and each of them, doth Grant Bargain sell assign Trans-  
fer and set over unto the said James Fraser, John Cattle  
Livingston and James See their Heirs Executors Administrators  
and assigns all and singular the said Real Estate Heredita-  
ments and Appurtenances particularly mentioned specified  
and set forth in the Schedule Inventory or account thereof in-  
tended to be annexed and affixed hereunto, when and as soon  
as it can be ascertained what Real Estate the said Mary  
Fraser is seized and possessed of. Together with all and sin-  
gular the Regress and Personal Property mentioned set  
down and enumerated in the said Schedule intended to be  
annexed with the future issue and increase of the female share  
and also all the Right Title Claim and Interest which they the  
said Henry Richardson and Mary Fraser or either of them have  
of in or to the Real and Personal Estate contained in the Schedule  
intended to be annexed with all and singular the Houses Build-  
ings and Erections on the Real Estate and every part thereof with  
their Hereditaments and Appurtenances, To have and to hold  
the said Real and Personal Estate and every part thereof together  
with the future issue and increase of the female share, and all  
the right title and Interest of them the said Henry Richardson  
and Mary Fraser and each of them of in or to the same or any part  
thereof unto the said James Fraser, John Livingston and James  
See and the Survivors and Survivor of them and their Heirs Exe-  
cutors Administrators and assigns of such Survivor from  
henceforth for ever, never the less upon such Trusts and to &  
for such ends intents and purposes and under and subject  
to such restrictions conditions Provisions Limitations and  
agreements as are herein after mentioned expressed and declared  
of and concerning the same. That is to say, Upon Trust that  
the said real and personal Estate herein before mentioned and  
every part thereof shall be continue and remain vested in the  
said James Fraser, John Cattle Livingston and James See  
and the Survivors and Survivor of them and their Heirs Executors  
Administrators and assigns of such Survivor to and for the  
sole proper use benefit and behoof of the said Henry Rich-  
ardson and Mary Fraser during the joint lives of himself

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107 the said Mary Fraser his intended wife, each to have and enjoy a life Estate and Interest therein, and the same to be free from and in no wise subject to the debts of the said Henry Richardson, but all and singular the Estate real and personal hereby settled and secured or intended so to be, to be subject to the exclusive Control, interference and management of the said Henry during the joint life of himself and the said Mary his intended wife, and in case of the decease of either the said Henry Richardson or Mary Fraser then in that case, the Survivor to have and enjoy the Estate and Interest hereby settled and secured during life, and from and immediately after the decease of the Survivor, then the whole Estate and Interest hereby vested as aforesaid shall go and be absolutely vested [exonerated and discharged from the Trusts hereby created] by between and amongst the Child or Children of the said intended Marriage if more than one, equally to be shared among them share & share alike as Tenants in Common, and if but one Child the whole to go absolutely to that one Child, and in case it shall so happen that any Child or Children of the said intended Marriage should die, during the life time and existence of either of their respective Parents, leaving lawful Issue living, then and in that case the Grand Child or Grand Children shall stand in the place and represent the Parent and take and be intitled to the share and portion, which such Parent would have been intitled to had he or she survived; If but one Grand Child, the whole portion to go to that one, if more than one to be shared equally between them absolutely, and in case it shall so happen that there be no Child or Children or Grand Children or Grand Children of the said intended Marriage, living at the time of the decease of the Survivor of the said Henry Richardson and Mary his intended wife then and in that case it shall and may be lawful for such Survivor in & by his or her last will and Testament or by any Deed legally executed and attested to give devise bequeath and dispose of all and singular the Estate Real and Personal hereby settled and secured or intended so to be in such manner and form and to such person or persons as he or she shall or may think proper, when the Trusts hereby created shall cease determine and become void any thing herein contained to the contrary notwithstanding, and in case of no such Deed or will then the said Estate Real and Personal shall go and be divided among their heirs of the said Mary Fraser for ever, equally share & share alike

106 and Mary Trease. Have and each of them with the granted Bargain  
sold assigned transferred and set over, and by these presents  
do and each of them, doth Grant Bargain sell assign Trans-  
fer and set over unto the said James Trease, John Cottle  
Livingston and James Lee their Heirs Executors Administrators  
and Assigns, all and singular the saids Real Estate, Heredita-  
ments and Appurtenances particularly mentioned specified  
and set forth in the Schedule hereunto or account thereto in-  
tended to be annexed and affixed hereunto, when and as soon  
as it can be ascertained what Real Estate the said Mary  
Trease is seized and possessed of. Together with all and sin-  
gular the Negroes and Personal Property mentioned set  
down and enumerated in the said Schedule intended to be  
annexed with the future issue and increase of the female Slaves  
and also all the Right Title Claim and Interest which they the  
said Henry Richardson and Mary Trease or either of them have  
of in or to the Real and Personal Estate contained in the Schedule  
intended to be annexed with all and singular the Houses, Build-  
ings and Erections on the Real Estate and every part thereof with  
their Hereditaments and Appurtenances, To have and to hold  
the said Real and Personal Estate and every part thereof together  
with the future issue and increase of the female Slaves, and all  
the right title and Interest of them the said Henry Richardson  
and Mary Trease and each of them of in or to the same or any part  
thereof unto the said James Trease, John Livingston and James  
Lee and the survivors and survivor of them and their Heirs Ex-  
ecutors Administrators and Assigns of such survivor from-  
henceforth for ever, never to be left upon such Trusts and to &  
for such Ends intents and purposes and under and subject  
to such restrictions conditions Provisions Limitations and  
agreements as are herein after mentioned expressed and declared  
of and concerning the same. That is to say, Upon Trust that  
the said Real and Personal Estate herein before mentioned and  
every part thereof shall be continue and remain vested in the  
said James Trease, John Cottle Livingston and James Lee  
and the survivors and survivor of them and their Heirs Executors  
Administrators and Assigns of such survivor to and for the  
only proper use benefit and behoof of the said Henry Rich-  
ardson and Mary Trease during the joint lives of himself



107 the said Mary Fraser his intended wife, each to have and enjoy a life Estate and Interest therein, and the same to be free from and in no wise subject to the debts of the said Henry Richardson, but all and singular the Estate real and personal hereby settled and secured or intended so to be, to be subject to the exclusive Control, interference and management of the said Henry during the joint life of himself and the said Mary his intended wife, and in case of the decease of either the said Henry Richardson or Mary Fraser then in that case, the Survivor to have and enjoy the Estate and Interest hereby settled and secured during life, and from and immediately after the decease of the Survivor, then the whole Estate and Interest hereby vested as aforesaid shall go and be absolutely vested, secured and discharged from the Trusts hereby created by between and amongst the Child or Children of the said intended Marriage if more than one, equally to be shared among them share & share alike as Tenants in Common, and if but one Child the whole to go absolutely to that one Child, and in case it shall so happen that any Child or Children of the said intended Marriage should die, during the life time and existence of either of their respective Parents, leaving lawful Issue living, then and in that case the Grand Child or Grand Children shall stand in the place and represent the Parent and take and be intitled to the share and portion, which such Parent would have been intitled to had he or she survived; If but one Grand Child the whole portion to go to that one, if more than one to be shared equally between them absolutely, and in case it shall so happen that there be no Child or Children or Grand Child or Grand Children of the said intended Marriage, living at the time of the decease of the Survivor of the said Henry Richardson and Mary his intended wife then and in that case it shall and may be lawful for such Survivor in & by his or her last will and Testament or by any deed legally executed and attested to give devise bequeath and dispose of all and singular the Estate Real and Personal hereby settled and secured or intended so to be in such manner and form and to such person or persons as he or she shall or may think proper, when the Trusts hereby created shall cease determine and become void anything herein contained to the contrary notwithstanding, and in case of no such deed or will then the said Estate Real and Personal shall go and be divided among their heirs of the said Mary Fraser for ever, equally share & share alike

108 Provided always nevertheless and it is the true intent and meaning hereby and of all the contracting Parties hereto, that in case it shall so happen that he the said Henry Richardson should think fit and proper during the joint lives of himself and the said Mary his intended wife to sell or dispose of all or any part of the Estate Real or Personal hereby settled and secured or intended to be, that it shall and may be lawful for him so to do in such manner and form and to such Person and Persons as he may deem expedient and proper but to enable him so to do, the consent and approbation of the said Mary his intended wife must be first obtained & signified under her hand and seal in the presence of two credible witnesses, and the same must be signed and consented to, at least by one of the Trustees aforesaid, and the said Henry Richardson having procured such consent and approbation the same shall and is hereby meant and intended to be and operate as an Instrument or Deed of Revocation of the Trusts hereby created and shall be a sufficient and valid authority to enable the said Henry Richardson during the joint lives of himself and the said Mary his intended wife to Bargain sell and dispose of all or any part of the Real or Personal Estate hereby settled and secured, and the Proceeds arising from any such Sale or other disposition which the said Henry Richardson may make of the Estate hereby settled, to be vested by him in such manner as to him may seem proper upon similar Trusts created by this Deed of Settlement, and the said Henry Richardson for himself his Executors Administrators and Assigns doth Covenant, promise and agree to and with the said James Fraser, John Livingston and James Lee and the Survivors and Survivor of them and the Executors Administrators and Assigns of such Survivor that he the said Henry Richardson shall and will after the solemnization of the said intended Marriage, make seal execute and deliver unto the said Trustees or the Survivor of them such further and other Instrument or Deed in writing, as shall be considered as valid and effectual in law, to settle and secure all the Property Real and Personal and every part thereof which he may immediately acquire a Right to on the said Marriage taking Effect upon the Trusts and subject to the restrictions.

do Billy 1  
Belmont  
Tamm 3  
Celia 4  
Dick 5  
Diana 6  
Bess 7  
Jack 8  
Johnny 9  
West 10  
Mingo 11  
Pomroy 12  
Tom 13  
Johnny 14  
Sally 15  
Thora 16  
George 17  
Hunt 18  
Dorothy 19  
Bye 20  
Hannah 21  
Jack 22  
Beattie 23  
Thora 24  
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109 conditions and Provisions herein before particularly mentioned, and in case the said Henry Richardson should after the solemnization of the said intended Marriage acquire in future any other or more property Real or Personal in right of his intended wife, then and in that case he doth Covenant promise and agree to and with the said James Fraser, John Battle Livingston and James Lee and the survivors and survivor of them and the Executors Adors and Assigns of each Survivor that he will settle and secure the same upon the Trusts and for the same purposes herein before declared, these Covenants on the part of the said Henry Richardson being considered as an Agreement previous to Marriage so to do. In Witness whereof the said Parties have hereunto set their Hands and Seals the day and year first written H. Richardson Ad/ W. B. J. 109  
J. Fraser Ad/ Mary Fraser Ad/ J. Lee Ad/ Sealed and Delivered the words "Real or Personal" being first interlined  
Form 3 in the seventh line from the end of the Deed in the presence of The Clerk 4 words "Interested in, and will be entitled equally with her Brothers Dick 5 and Sisters, to certain undivided Real and Personal Estate, de- Diana 6 rived from her late Uncle R. R. Ash, and from her Grand Mother Sep 7 Sarah Osgood, the particulars whereof being previously Jack 8 Interlined on the first page. The word "Should" being previously Jan 9 gely interlined in several places on the first and second page West 10 the words "and Mary Fraser" being previously interlined in the Mingo 11 17 line of the 2<sup>d</sup> page, the words "or by any Deed" being previ- Pompy 12 ously interlined, in the 3<sup>d</sup> line of the 3<sup>d</sup> page, and the words Jan 13 "and in case of no such Deed or will, then the said Estate Real and personal shall go to, and be divided among the Heirs of the Mary 14 said Mary Fraser for ever equally share and share alike" J. Lee 15 being previously interlined over the 6<sup>d</sup> 7<sup>d</sup> lines of the 3<sup>d</sup> page, George 16 Mary Roupell, Henry M<sup>r</sup> Desaufoire, R<sup>d</sup> Fraser, Jan 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100  
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The Schedules were inserted this 24<sup>th</sup> July 1844



Whereas I Thomas Wright Bacot of the City of Charleston and State aforesaid in and by virtue of a certain Marriage Settlement by me made and duly executed, bearing date the fifth day of March one thousand seven hundred and Eighty Eight am authorized and empowered by the concurrence and confirmation of Daniels DeSaupree and Henry William DeSaupree Trustees named in said Marriage Settlement, and the survivor of them to alien transfer sell and dispose of certain property in said Marriage Settlement conveyed secured and settled to the said Trustees for the uses benefits and trusts therein particularly set forth and declared, provided that other property of equal value were substituted therefor and the same conveyed settled and secured to the said Trustees or the Survivor of them to for and upon the said uses benefits and trusts as originally intended & expressed by said Marriage Settlement, And whereas I the said Thomas Wright Bacot by virtue of and in pursuance of the powers vested in me by the said Marriage Settlement, did with the assent and confirmation of the aforesaid Trustees alien transfer and dispose of the said property comprehended and included in said Marriage Settlement and did by my own proper Deed bearing date the seventeenth day of November one thousand seven hundred and ninety seven duly executed and recorded substitute therefor and in lieu of the same did grant bargain and sell to the said Trustees and the Survivor of them, their heirs Executors Administrators and assigns "All that lot piece or parcel of land situate lying and being at the West end of Broad Street, butting and bounding Southwardly on Broad Street, Westwardly on lands of John Lewis Gervais, Northwardly on Short Street and Eastwardly on land of Robert Wilson Junr. which said lot admeasures and contains in front on Broad Street fifty feet and in depth from South to North two hundred and twenty eight feet more or less with the buildings and appurtenances and also the following Negroes, Phillis and her Child Harry a Boy named Romeo and two girls named Juliet and Peggy together with all and singular the appurtenances to be held upon the trusts and to the uses intents and purposes stated

mentioned and set forth in said Deed of Marriage Settlement in like manner as the property therein contained was subject, and whereas I the said Thomas Wright Bacot am desirous to grant bargain sell and dispose of the said lot of land and the buildings and appurtenances thereunto belonging or incident and appertaining as herein before described, and Henry William Desauvure the only surviving Trustee, by said Marriage Settlement constituted and appointed having agreed to concur in and confirm the sale of the said lot of land and the buildings thereon, and whereas in consideration of the aforesaid act of said surviving Trustee and in pursuance of the Marriage Settlement herein before mentioned, I have covenanted and agreed to and with the said Henry William Desauvure surviving Trustee as aforesaid to substitute and convey to him certain other property hereinafter particularly stated and mentioned to stand and be in lieu and in the stead of the said lot of land and its buildings and appurtenances, which was conveyed and appertained to the said Trustee and the survivor of them in lieu and in the place of certain Negro Slaves, land and all other property mentioned or comprehended in the said Marriage Settlement, which said property hereinafter named, he the said Henry William Desauvure has accepted as appears by memorandum hereon indorsed duly executed by him as surviving Trustee aforesaid. Now know all men that in pursuance of my said stipulation and of the said Marriage Settlement I the said Thomas Wright Bacot do hereby grant bargain sell release convey confirm transfer assign and set over and in open Market deliver unto the said Henry William Desauvure surviving Trustee as aforesaid his heirs Executors Administrators and Assigns, The following Negro Slaves to wit: - Brass, William, Phloe, Thomas, Nancy, John, Susanna, Nancy, Child in addition to the following included in former Deed of substitution of the seventeenth of November one thousand seven hundred and ninety seven, and who are also intended and declared to be herein again conveyed and assured, to wit, Phillis and her Child Harry, Rames, Juliet and Peggy, also two Shares in the incorporated Santee Canal Company to wit number [N<sup>o</sup> 196] one hundred and ninety six and number [N<sup>o</sup> 197] one hundred and ninety seven, to be held upon the Trusts and to the uses intents and purposes expressed set forth and declared in the aforesaid Marriage Settlement, and in like manner as the property therein

therein included and contained was subject, and I do hereby promise covenant and agree to and with the said Henry William Debaufre, that I will hereafter at any time on demand execute or cause to be executed any other Deed or Deeds necessary or proper for the complete opening and conveying the said hereby substituted property to be held on the said uses and trusts as are expressed in the said Marriage Settlement. —  
 In Witness whereof I have hereunto set my Hand & Seal this twenty first day of November in the year of our Lord one thousand eight hundred and one Thomas W. Bacot (Jr.)  
 Sealed & Delivered in the presence of Porter, Henry H. Bacot,

Know all men by these presents that I Henry William Debaufre, in consideration of the before named Thomas Wright Bacot having as appears by the foregoing agreement substituted the property therein mentioned for that conveyed in the former substitution, dated the seventeenth day of November one thousand seven hundred and ninety seven, which was in lieu of the property conveyed and agreed in the Marriage before mentioned for the purposes and trusts therein contained, do hereby signify my assent and approbation to the foregoing substitution, and do consent that the property therein mentioned be taken and held in lieu of the property included in the former Deed of substitution as aforesaid, which was in lieu and stead of the property mentioned in the Marriage Settlement, upon the same uses trusts and benefits as are therein expressed & declared, In Witness whereof I have hereunto set my Hand and Seal the day of the date of the foregoing instrument Henry W. Debaufre  
 Trustee do sealed and Delivered in the presence of Porter Henry H. Bacot, Charleston Jr. Henry H. Bacot made oath he was present and saw Thomas W. Bacot and Henry William Debaufre sign seal and as their Act and Deed deliver the within Instruments of writing to and for the uses and purposes therein mentioned, and that he signed his name as a witness to the same. Witness before me this 7 day of January 1802 Isaac Mott Clerk 22  
 Recorded 7 January 1802



Articles of Agreement made and concluded upon by & between Patrick Main of the City of Charleston in the State aforesaid Merchant of the first part, Martha Bigelow of the same place Spinster of the second part, and Henry Bailey of the said City and State Attorney at Law, Trustee for the said Martha Bigelow of the third part, Whereas a Marriage is intended shortly to be had and solemnized between the said Patrick Main and Martha Bigelows, whereas also Cyprian Bigelow late of Charleston aforesaid Gentleman deceased, the Father of the said Martha Bigelow, in and by his Last Will and Testament duly executed, bearing date the fourteenth day of December one thousand seven hundred and ninety eight, gave, devised and bequeathed to his said Daughter Martha Bigelow certain parts and proportions of his Estate Real and Personal, under and subject to the provisos and conditions, and with the chance and benefit of survivorship, in the said Will mentioned, contained and limited, and the said Cyprian Bigelow particularly recommended to and enjoined on his said Daughter previous to her Marriage that she should consult and be governed by the advice of his Executors therein after named with respect to a settlement of her property in Trustees for the use of herself and her intended Husband for life jointly the survivor of them and the issue of the Marriage living at the time of the death of the survivor, and not to be liable or subject to the debts of such Husband until those Trusts are determined; As in and by the said last Will and Testament of the said Cyprian Bigelow duly proved and recorded in the Office of Secretary of this State at Charleston aforesaid, relation being thereunto had may more fully and at large appear, And whereas upon the treaty of the Marriage intended as aforesaid, the Executors of the aforesaid Cyprian Bigelow have been consulted, and upon such consultation it hath been agreed that the real and personal Estate to which the said Martha Bigelow now is or hereafter may become entitled under and by virtue of the aforesaid Will of her Father shall be conveyed transferred and secured firmly and effectually to the Trustees In Trust for the uses and purposes recommended mentioned and intended in and by the aforesaid Will, but by

reason that the debts of the said Cyprian Bigelow and of his Estate, have not been wholly paid off, and his Estate divided amongst the Devises and Legates under his said will, the part and proportion of the said Martha Bigelow therein can not be ascertained particularly ascertained and identified. Now therefore the said Patrick Main in consideration of the said intended marriage, and in pursuance of recommendation contained in the said will of Cyprian Bigelow, and the agreement herein before mentioned, and also in consideration of the sum of one Dollar to him in hand paid by the said Henry Bailey at or before the Sealing and delivery of these presents, doth hereby for himself his heirs Executors and Administrators article Covenant promise and agree to and with the said Henry Bailey his heirs Executors Administrators and Assigns in manner and form following that is to say, that after the said marriage shall have taken effect, as soon as the said Estate of Cyprian Bigelow shall have been divided amongst his Devises and Legates, or the said Patrick Main shall be therunto required, he the said Patrick Main as to the aforesaid Real Estate, will join with his said intended wife in Conveying and assuring, and as to the said Personal Property that he the said Patrick Main will bargain sell assign convey and assure firmly and effectually to Trustees by the said Henry Bailey his Executors Administrators or Assigns to be nominated for that purpose, and the survivors and survivor of such Trustees his heirs Executors Administrators and Assigns, all the divided part and proportion of the said Martha Bigelow to which she now is or hereafter may become entitled by Survivorship or otherwise, as well of in and to all and singular the Real Estate and Personal property mentioned in the Schedule hereunto annexed, as also of and in all other Real Estate or Personal Property whatsoever or wheresoever to which the said Martha Bigelow now is or hereafter may become entitled under or by virtue of the aforesaid will of her Father in any manner whatsoever, such conveyances assurances, bargains, sales & assignments to be to, for upon themselves trusts intents and purposes, & under and subject to the limitations & restrictions recommended ascertained or proposed intended in & by the

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115 aforesaid will of Cyprion Bigelow deceased. The Witnesses where of the  
said parties to these presents have hereunto set their hand and affixed  
their seals at Charleston on the seventeenth day of November in the  
year of our Lord one thousand eight hundred and one Patrick Mair (Sd)  
dealed & delivered in the presence of E. Edmondston, John Ross -  
Schedule referred to in the annexed Agreement -  
Such Real Estates of M<sup>r</sup>. C. Bigelow as have been discovered -  
1000 Acres of Pine Land in Prince Georges Parish -  
Such Personal Property as hath come to the hands of the qualified  
Executor, H. Negroes Rose, Phillis, Dickey, Cumber, Little Tom,  
Hannah, Harry, Rose, July, May, yellow Dick, divided 2. February  
1801. and allotted amongst the 3. Sisters, subject to payment of Debts,  
2. Houses and lots of land in King Street, for the term of years -  
therin unexpired, held in Trust for M<sup>r</sup>. Bigelow and the three  
Daughters, a Bond of S<sup>t</sup>. Tenant and others for three hundred  
and fifty Pounds produced by Sale of the land on Goose Creek, -  
There are debts due to and from the Estate, but cannot with  
convenience be enumerated Patrick Mair  
Charleston J. E. Edmondston made oath he was present and saw  
Patrick Mair sign seal and as his Act and Deed deliver the within  
Instrument of writing to and for the uses and purposes therein men-  
tioned and that he signed his name as a witness to the same -  
Sworn to before me this 7. January 1802 Isaac Motte Dist. J. 2  
Recorded 7. January 1802  
South Carolina

This Indenture Tripartite made the  
thirty first Day of December in the Year of our Lord one thousand  
eight hundred and one. Between Joshua Player of Charleston in  
the State aforesaid Merchant Esquire one of the Executors and Legates of  
his Father Thomas Player of Christ Church Parish in the State  
aforesaid deceased, of the one part, Charlotte Elizabeth Thomson of the  
same City and State Spinster one of the Daughters and Legates of James  
Hamden Thomson of the same City and State deceased of the second  
part, and the Honorable Lewis Freerwant and George Kroff Jun<sup>r</sup>.  
David Survey and George King White Esquires of the same City and  
State of the other part, Whereas a Marriage by Gods permission  
is shortly intended to be had and solemnized, between the said  
Joshua Player and the said Charlotte Elizabeth Thomson, And  
whereas also the said Joshua Player under the Last Will and



116 Testament of his Father Thomas Payer deceased as at the time  
of the execution of these presents seized in possession of and intitled  
to the Real and Personal Estate hereinafter particularly demised  
that is to say the following lands to wit All that Plantation or  
Tract of land, being composed of several smaller Tracts and con-  
taining about four hundred and fifty Acres of land, situate  
in Child Church Parish and State aforesaid, Butting and Bound-  
ing to the East on lands of Capt. Thomas Hall, to the West on  
land of Daniel Legare, to the North on land of Isaac Legare  
and to the South on land of Nathan Legare, of which said  
Real Estate the said Joshua Payer is seized in fee Conditional or other-  
wise, and is also possessed of the following Slaves to wit Constant  
a Wench and her three Children Charlotte, Judah and Nancy Girls  
Parcha Fellow, Big Jack a fellow, Moll a Wench, Dinah a Wench  
and her two Children Lydia a Girl and Paul a Boy, hymus -  
a Boy, My Lee a Wench and her two Children Bull and Johnno,  
Boys, London a fellow, old Inack a Wench, Venus a Wench  
and her Child Dolly a Girl, old Charlotte a Wench and her Child  
Rager a Boy, and is also intitled to an undivided third  
part of the following Slaves who had been bequeathed under  
the said last Will and Testament to his Mother in Law  
Elizabeth Payer for life, but who is since dead to wit,  
Primus a fellow, and his Sister Chloe a Wench, Pompeya  
Fellow Jimmy a fellow, Sam a fellow, old Billy and his  
son Billy two fellows, Javy a fellow, Carolina a fellow.  
Rachel a Wench, Venny a Wench, Hannah a Wench,  
Tirah a Wench and her two Children Tom a Boy & Betty  
a Girl, Jinny a Wench and her two Children Tenah and  
Susan Girls, Phillis a Wench, Melly a Girl, Susan a  
Wench, Nanmy a Wench and her Child Jack a Boy, and is  
also intitled upon the death of his Sister Mary Legare or of  
her husband Isaac Legare as the case may be, without  
her having left any Children to be Contingent Executory  
Donor of a part or the whole of the following Slaves to wit  
Blainder and her four Children Buffe, Friday John and  
stacey Boys Abby a Girl, Melly a Wench, Peggy a Girl,  
Billy and Bob two Boys, Sampson a fellow, Mary a Wench,  
Sarah a Wench and her two Children Betty a Girl and  
Glasgow a Boy, little Jimmy a fellow, Mary a Wench and

117 her Child Constant a Girl, Simus a Boy, and is also intitled up-  
on the death of his sister Martha Mortimer or of her Husband  
Edward Mortimer as the case may be without her having left  
any Children to a Contingent Executory Devise of a part or the  
whole of the following Slaves to wit: Delah a Wench and her two  
Children Aaron a Boy and Beckey a Girl, Little Hannah a Wench,  
Big Phillis a Wench and her three Children, Sona and Celaps two  
Girls and Walley a Boy, Poplar a fellow, Adam a fellow old Bessa  
Wench, Little Triah a Wench, and her Child Hannah a Girl, Big  
Hannah a Wench and her two Children Bento and Joe Boys, Little  
Bess a Wench and her two Children Blarry and Binkey Girls, And  
Whereas it has been agreed by and between the said Parties upon  
the Treaty of the aforesaid Marriage as well for the purpose of securing a suit-  
able maintenance and support for the said Charlotte Elizabeth, as also for the  
purpose of providing for the Issue of the said Marriage, that the said Joshua  
Player should grant bargain sell assign and transfer unto the said Lewis  
Treasant, George Croft Junr. David Servey and George King White their  
Heirs Executors Administrators and Assigns, In Trust for the uses and  
purposes herein after mentioned, and subject to the power of Revocation  
herein after expressed, all his aforesaid Land, as also all his aforesaid Slaves  
in possession, and also that the said Joshua Player shall as soon as any  
Issue may be born of the Body of the said Charlotte Elizabeth Thompson by the  
said Joshua Player to be begotten well and sufficiently convey all his  
aforesaid Land in possession and Remainder unto the aforesaid Lewis  
Treasant, George Croft, David Servey and George King White and to the  
Survivors and Survivor of them, and in case of their Deaths to such other  
Trustees as the said Joshua Player may appoint, their or his Heirs Assigns  
In Trust to and for the several uses intents and purposes herein after mentioned  
or at least for as many of the said uses and purposes as may be then practica-  
ble and subject to the same power of Revocation herein after expressed  
with a view to Bar the Heirs at Law of the Devisor of their possibility of re-  
version in the said Land, and to prevent all litigation concerning the  
same, and also that the said Joshua Player shall as soon as his undivided  
third part of the said Slaves, so bequeathed to the said Elizabeth Player for  
life can be ascertained so as that the said Number and names of the  
said Slaves to which he may be so entitled are known and fixed, and also  
that he shall as soon as his contingent right or Executory Devise to or of  
a part or the whole of the aforesaid Slaves is bequeathed to his said sisters  
Mary Segare and Martha Mortimer may become an Estate in

the Book of the Miscellaneous Records of the City of New York

possession by the happening of the Contingencies on which such part or the whole of the said slaves have been so bequeathed over unto the said Joshua Pleyer, and also as soon as the number and names of the said slaves to which he may be so intitled are known and fixed, well and sufficiently bargain sell and convey the said slaves specifically unto the said Lewis-Reservant, George Croff, David Jervey and George King White, and to the survivors and survivor of them, and in case of their deaths to such other Trustees as the said Joshua Pleyer shall appoint, their or his Executors Administrators and Assigns, In Trust to and for the several uses & purposes hereinafter mentioned, or at least as many of them as may be then practicable and subject to the same power of revocation as is hereinafter expressed, and whereas also the said Charlotte Elizabeth Thomson under the last Will and Testament of her said Father James Hamden Thomson is entitled to a certain share or undivided part of the personal Estate hereinafter mentioned that is to say debby and her children Samy John, Lucy, Eliza and Phillis, Lucy and her Brother Harry Paul, his wife Juliette and their children Dinah and Joe Dolly and her son Jim and Bacchas in all fifteen - also thirty shares in the Bank South Carolina Bank, and three in the State Bank, also a Bond of Abraham and Francis Motte to said Lewis Reservant in Trust for Charlotte, Eliza and Ann Thomson dated the first day of September 1799 and given for the sum of one hundred and twenty three pounds 10s, also certain outstanding Debts due to the Estate of the said James Hamden Thomson, and whereas it has been agreed by and between the said Parties upon the said Treaty of Marriage, that as soon as her the said Charlotte Elizabeth's share or undivided part of the said Personal Estate is ascertained, as that the number and names of the said slaves as also the number of shares in the said Banks, and the proportion or sum of the said Bond and outstanding Debts to which she may be intitled is known and fixed, that he the said Joshua Pleyer shall and will bargain sell assign transfer and set over finally and securely unto the said Lewis Reservant, George Croff Samy David Jervey and George King White their Executors Administrators and Assigns all the said slaves specifically as well as the number of the said Bank shares, and the said

proportion for the uses to a Power of the paym<sup>t</sup> and Demand which she that any person subjected and Demand and where upon the which may Thomson's wife how so and effect David Jervey of the Thomson's and of the personal to be then purchased hereinafter with the said in consideration by to which also in consideration by the said David White before assigned and doth grant the said Lewis White then taking as Church, Par the East of Daniel



119 proportion or share of the said Bond and outstanding Debt, In Trust  
for the uses and purposes hereinafter mentioned, and subject as well  
to a Power of Revocation similar to the one hereinafter expressed as to  
the payment of the share or proportion of the unsatisfied Debt, Dues  
and Demands, owing or due by the Estate of her said Father, and to  
which she may be liable as one of the legatees as aforesaid, provided  
that any property real or personal settled in diem thereof shall be also  
subjected to the payment of her proportion of the said Debt, dues  
and Demands owing or due by the said Estate of her said Father,  
and whereas also it has been agreed by and between the said parties  
upon the Treaty aforesaid, that any other property Real or Personal  
which may hereafter descend or come to the said Charlotte Elizabeth  
Thomson by Descent, Distribution, Devise, Bequest, Gift or other  
wise howsoever, shall be conveyed transferred and secured firmly  
and effectually to the said Lewis Treverant, George Croft Junr.  
David Jorrey George King White or the Survivors or Sur-  
vivors of them or such other Trustees as the said Charlotte Elizabeth  
Thomson shall appoint, their or his Heirs Executors Administrators  
and Assigns, In Trust for the uses and purposes hereinafter men-  
tioned of and concerning her said share or undivided part of the said  
personal Estate of her said Father, or at least as many of them as may  
be then practicable and also subject to the same power of revocation  
hereinafter expressed, Now therefore This Indenture  
Witnesseth that the said Joshua Player in consideration of  
the said intended marriage and of the agreement aforesaid, is also  
in consideration of the said settlement to be made of the proper-  
ty to which the said Charlotte Elizabeth is or may be hereafter entitled, and  
also in consideration of the sum of five pounds Sterling to him on hand paid  
by the said Lewis Treverant, George Croft Junr., David Jorrey and George King  
White before the execution of these presents, hath granted bargained sold  
assigned released transferred set over and delivered, and by these presents  
doth grant bargain sell release assign transfer set over and deliver unto  
the said Lewis Treverant, George Croft Junr., David Jorrey, George King  
White their Heirs Executors, Administrators and Assigns, All that Plac-  
tation or Tract of Land being composed of several smaller Tracts and con-  
taining about four hundred and fifty acres of land situate in Christ  
Church Parish and State aforesaid, Butting and Bounding to  
the East on Lands of Capt. Thomas Hall, to the West on Land of  
Daniel Legare, to the North on Land of Isaac Legare, and to the

120 South on Land of Nathan Lequire, also all those the following  
Slaves to wit Constant a Wench and her three Children Theo-  
lotte, Indah and Minny Girls, Porch a fellow, Big Jack  
a fellow, Moll a Wench; Denah a Wench and her two Children  
Lydia a Girl, Paul a Boy, Symus a Boy, Mylee a Boy Wench  
and her two Children, Bull and Johnno Boys. London a  
fellow, old Indah a Wench, Venus a Wench, and her Child  
Dolly a Girl old Charlotte a Wench, and her Child Roger a  
Boy, Together with all and singular the Rights <sup>Members</sup> and  
Appurtenances to the said Plantation or Tract of Land belonging  
or in any way incident or appertaining, To have and to hold  
the said Plantation or Tract of Land and the aforesaid Slaves  
with the future Issue and Increase of them unto the said  
devis Treasurers, George Croft Junr. David Servey and George  
King White their Heirs Executors, Administrators and Assigns, In  
Trust never the less to and for the following uses intents and  
purposes that is to say In Trust to and for the use and behoof  
of the said Joshua Payer, without Impeachment of Waste,  
until the said intended marriage shall be solemnized, and  
from and immediately after solemnization thereof In Trust  
to and for the joint use benefit and behoof of him the said  
Joshua Payer and Charlotte Elizabeth his wife without  
impeachment of Waste during their joint and natural  
lives, and from and after the death of the said Charlotte  
Elizabeth, should she die before the said Joshua Payer leaving  
no Child or Children Grand Child or Grand Children by-  
him begotten living at her Death then In Trust to and  
for the sole use benefit and behoof of the said Joshua Payer  
his Heirs Executors Administrators and Assigns for ever  
and that they shall at the request Costs and Charges of the  
said Joshua Payer, well and sufficiently convey unto  
him the said Joshua Payer his Heirs Executors Administrators and Assigns the  
legal Estate in the said Land and Slaves, so as to make the  
Title of the said Joshua Payer perfect in the same, but in  
case the said Charlotte Elizabeth should die before the said  
Joshua Payer, leaving any Child or Children, Grand Child  
or Grand Children, Issue of the said Marriage living at her  
death then In Trust to and for the use benefit and be-  
hoof of the said Joshua Payer during his natural life

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121 without impeachment of waste and from and after his decease, should he leave any Child or Children Grand Child or Grand Children by any future Marriage or Marriages, as well as a Child or Children Grand Child or Grand Children Issue of this intended Marriage living at his death, then In Trust from and after his Death to and for the use benefit and behoof of such Child or Children Grand Child or Grand Children Issue of this intended Marriage, as well as of any such future Marriages as may be then living, their Heirs Executors Administrators and Assigns forever as Tenants in Common such Grand Children taking between them only their Parents share, But should he leave no such Child or Children Grand Child or Grand Children Issue by such future Marriage or Marriages, then from and after his death, In Trust to and for the use benefit and behoof of such Child or Children Grand Child or Grand Children Issue of this intended Marriage as may be then living, his her or their Heirs Executors Administrators and Assigns for ever if more than one as Tenants in Common, such Grand Children taking between them only their Parents share, But should such Child or Children Grand Child or Grand Children all die during the Life time of the said Joshua Player then from and after his her or their deaths, In Trust to and for the sole use benefit and behoof of the said Joshua Player his Heirs Executors Administrators and Assigns forever, and that the said Trustees and the Survivors and Survivor of them his Heirs Executors Administrators and Assigns shall and will convey the said Estate in the same to him free and discharged of all further Trusts, But in Case the said Joshua Player should die before the said Charlotte Elizabeth then from and after his Death, In Trust to and for the sole use benefit and behoof of the said Charlotte Elizabeth during her natural life without impeachment of waste, and from and after her decease should she leave any Child or Children, Grand Child or Grand Children Issue of this intended Marriage living at her Death, then In Trust to and for the use benefit and behoof of such Child or Children Grand Child or Grand Children, his her or their Heirs Executors Administrators and Assigns forever as Tenants in Common if more than one such Grand Children taking between them only their Parents share, But should she leave no such Child or Children Grand Child or Grand Children living at her Death, then from and after her Death In Trust to and for the use benefit and behoof of such Person or Persons in such manner and Estate as be the said Joshua



122. Player shall by his Last Will and Testament duly executed direct Limit and appoint the same, and in default of such appointment to the use benefit and behoof of him her or them who may be intitled to the whole or distributive parts thereof under the act for the Abolition of the Rights of Primogeniture his her or their Heirs Executors Adminis- trators and Assigns for ever, Provided always never- theless and it is hereby expressly declared and agreed, - that if it shall hereafter appear to the said Joshua Player and the said Lewis Terevant, George Croft Junr. David Jervey and George King White and the Survivors and Survivor of them as the case may be, to be most for the advantage of the said Joshua Player and the said Charlotte Elizabeth Thomson that the whole or any part of the property real or personal aforesaid should be sold and the monies arising therefrom be applied and expended in the purchase of other property Real or Person- al or both, then and in such case it shall be lawful for the said Joshua Player by his Deed properly executed in the presence of two or more credible witnesses (the said Trustees or the Survivors or Survivor of them, or a Majority of the said Trustees or of the Survivors of them, as the case may be joining in the same and signifying such his her or their consent and approbation) to revoke and make void all and every the use and uses heretofore limited of or concern- ing such property, and to limit and declare any new use or uses of or concerning the same, so as upon and at the time of making such revocation and limiting any new or other use or uses of or concerning such property, the said Joshua Player by his Deed properly executed in the pre- sence of two or more credible witnesses do transfer as- sign and set over unto the said Lewis Terevant, George Croft Junr. David Jervey and George King White or the Survivors and Survivor of them their or his Heirs Executors Administrators and Assigns as the case may be and re- quire the monies or specialties arising from the sale of the said Property, In Trust to and for the use intent and purpose of purchasing such other property Real or Personal or both as the said Joshua Player and the said

123 Trustees or the Survivors or Survivor of them, or the Majority of the  
said Trustees or the Survivor of them as the case may be shall think  
most for the advantage of the said Joshua Payer and Charlotte  
Elizabeth Thompson to be firmly and securely conveyed bargained  
sold transferred <sup>by deed</sup> and set over by the Person or Persons so selling the same  
(the said Joshua Payer joining in such Deed and thereby signifying his  
assent thereto) unto the said Trustees and the Survivors and Survivor of  
them, their or his/their Executors Administrators and Assigns as the case  
may be and require according to the nature of the Property so  
Trust nevertheless to and for the same uses and purposes as those  
already expressed, or at least as many of them as may be then prac-  
ticable regard being had to the nature of the Property <sup>where</sup> upon it  
may be Real and the Estates in such Real Property so limited to the  
said Joshua Payer and Charlotte Elizabeth Thompson during  
their joint lives and the life of the said Survivor being without  
Impeachment of waste, subject however to the same Power in  
the said Joshua Payer of Revoking or annulling the use or uses of the  
whole or any part of such property and of limiting or appointing any  
new use or uses of the same with the consent of the said Trustees or the  
Survivors or Survivor of them as the case may be, Provided also  
and it is hereby agreed by and between the Parties to this presents, -  
that it shall and may be lawful to and for the said Trustees and  
the Survivors and Survivor of them his/their Executors Administrators  
and Assigns Trustees and Trustee as the case may be from time to  
time in the first place to deduct, retain and reimburse themselves  
or himself or herself respectively out of the Rents Issues and Profits  
of the aforesaid Real and Personal Estate herein conveyed to them,  
as well as out of the said Property Real or Personal to be conveyed  
unto them all such costs and charges as they be or she shall or  
may pay or expend sustain or be put to and about the perfor-  
mance and execution of the said Trusts hereby in them reposed  
and to be repaid, in any wise concerning the same, and the said  
Joshua Payer doth hereby for himself his/their Executors and ad-  
ministrators covenant promise grant and agree to and with the said  
devises hereunto, George Brofs Junr David Servey and George King  
White, their heirs Executors Administrators and Assigns in man-  
ner following that is to say, that he will well and truly keep  
perform and fulfil all and singular the agreements herein before  
recited according to their true intent and meaning, and more  
particularly

124 particularly that as soon as her the said Charlotte Elizabeth  
Thompson there or undivided part of the said personal  
Estate of her said Father is ascertained as aforesaid so as that  
the number and names of the said Slaves, as also the num-  
ber of shares in the said Banks and the proportion or sum  
of the said Bond and outstanding Debts, to which she may  
be intitled is known and fixed, that he shall and with  
bargain sell assign transfer and set over firmly and  
severally unto the said deors Trezvant, George Croft Junr.  
David Rowy and George King White their Executors Adminis-  
trators and Assigns, all the said Slaves specifically as-  
well as the number of the said Bank Shares and the said  
proportion or sum of the said Bond and outstanding Debts,  
In Trust to and for the following uses and purposes. -  
that is to say, in Trust during the joint lives of the  
said Joshua Player and the said Charlotte Elizabeth his  
wife to and for her sole separate and peculiar use benefit  
and behoof, not to be subject to the controul or Debts of the  
said Joshua Player and in short as if she were some sole  
and from and after the death of the said Charlotte Eliza-  
beth Thomson should she die before the said Joshua Player  
leaving no Child or Children Grand Child or Grand Children  
Issue of the said intended Marriage then living then In-  
Trust to and for the sole use benefit and behoof of the said  
Joshua Player his Executors Administrators and Assigns, &  
that the said Trustees and the survivors and survivor of them  
his Executors Administrators and Assigns shall and will  
convey transfer and set over the same unto him free and  
discharged of all further Trusts, But in case the said Char-  
lotte Elizabeth should die before the said Joshua Player  
leaving a Child or Children, Grand Child or Grand Child-  
ren Issue of the said intended Marriage, then living -  
then In Trust from and after her death, to and for the use  
benefit and behoof of the said Joshua Player during his life  
natural life, and from and after his death, then In Trust  
to and for the use benefit and behoof of such Child or Children  
Grand Child or Grand Children of the said Charlotte Eliza-  
beth, Issue of the said intended Marriage as may be then  
living, his, her or their Executors Administrators and

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125 *Apports for ever, if more than one as Tenants in common such Grand Children taking between them only their Parents share, but in case the said Joshua should die before the said Charlotte Elizabeth his wife then from and after his Death, In Trust to and for the use benefit and behoof of the said Charlotte Elizabeth Thomson during her natural life and from and after her death, in case she should leave any Child or Children Grand Child or Grand Children, Issue of the said intended marriage or of any future marriages, or of both living at her death, then In Trust to and for the use benefit and behoof of such Child or Children Grand Child or Grand Children his her or their Executors Administrators or Assigns, if more than one as Tenants in Common, such Grand Children taking between them only their Parents share, but in case she should leave no such Child or Children Grand Child or Grand Children living at her death then In Trust to and for such Person and Persons in such manner and Estate as he the said Joshua Player shall by his last will and Testament in writing duly executed direct limit and appoint, and in default of such appointment In Trust to and for the use benefit and behoof of such Relation and Relations of the said Joshua Player then living as would be intitled to the whole or distributive shares thereof, under the present laws for the distribution of Intestates Property, in case the said Joshua Player had then died Intestate and possessed thereof, and in such Estate and proportion as is directed by the said Laws, and the said Joshua Player doth hereby for himself his Heirs Executors Administrators and Assigns further covenant grant promise and agree to and with the said Lewis Trezvant, George Croft Junr. David Jervey and George King White their Heirs Executors Administrators and Assigns in manner following that is to say that he the said Joshua Player and his Heirs Executors and Administrators and all other Persons having or lawfully claiming or who shall or may have or lawfully claim any Estate Right Title Trust or Interest at Law or in Equity, of in to or out of the aforesaid Land and Slaves hereby conveyed or any part thereof by or under or In Trust for him or them, shall and will from time to time and at all times hereafter, upon the reasonable request of the said Trustees, or the Survivors or Survivors of them, his Heirs Executors Administrators and Assigns, or either of them, but at the proper Costs and Charges of the said Joshua Player his Heirs Executors and Administrators make do and execute, or cause to be*

126 be made done and executed all such further and other lawful  
and reasonable Acts Deeds Conveyances and Assurances, in the  
law whatsoever, for the further better more perfect and absolute  
granting conveying selling and assuring of the said land and  
Slaves unto the said Trustees or the Survivors or survivor of them  
as the case may be, his Heirs Executors Administrators and Assigns  
In Trust to and for the uses and purposes aforesaid as many of  
them, as may be then practicable and under and subject to  
the Promise of Revocation hereinbefore mentioned of and concern-  
ing the same as by the said Trustees or the Survivors or  
Survivor of them his Heirs Executors Administrators &  
Assigns or either of them or their or his or either of their  
Counsel learned in the Law shall be reasonably advised  
ordained and required, In Witness whereof the said Par-  
ties to these presents their hands and seals have here-  
unto interchanged this at the day and year first above written  
Sealed and Delivered in the presence of the words "Grants  
Child or being first interlined  
in 5<sup>th</sup> page, and the words living  
therein in 9<sup>th</sup> page Charlotte Croft  
Mary & Maria, Eliza Thomson  
S. Caroline. A Schedule of the Property of Joshua  
Player as also of Charlotte Elizabeth Thomson intended  
to be settled in the annexed Deed. of Joshua Player  
said that Plantation or Tract of land being composed of  
several smaller Tracts and containin<sup>g</sup> about 450 Acres  
of land situate in Christ Church Parish and M<sup>ts</sup> of afo-  
said sitting and bounding to the East on lands of Capt.  
Thomas Hall to the West on land of Daniel Legare, to the North  
on land of Isaac Legare and to the South on land of Otathan  
Legare, Slaves Constant a Wench and her three Children  
Charlotte, Judah and Stanny Girls, Parck a fellow, Big Jack  
a fellow, Moll a Wench, Dinah a Wench and her two Children  
Sydia a Girl and Paul a Boy, Symms a Boy, Myles a Wench and  
her two Children Bull and Schuma Boys London a fellow  
old Judah a Wench, Venus a Wench and her Child Dolly a Girl  
old Charlotte a Wench and her Child Sagar a Boy - twenty  
also an undivided third part of the following Slaves to wit

Joshua Player (ss)  
Charlotte & Thomson (ss)  
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127. Primus a fellow and fellow and his sister Abba a wench, Pompey a fellow, Jimmy a fellow, Sam a fellow, old Billy and his son Billy two fellows, Abby a fellow, Caroline a fellow, Rachel a wench, Vany a wench, Hannah a wench, Triah a wench and her two children Tom a boy, & Betty a girl, Sonny a wench, and her two children Teach and Susan girls, Phillis a wench, Abby a girl, Susan a wench, Mandy a wench and her child Jack a boy, twenty three, also a contingent Estate, or Executory Device of a part or the whole of the following Slaves bequeathed to his Sister Mary, deaire, on the event of her death or that of her husband Isaac deaire without her having left any Issue living to wit, Blazer and her four children Coffee, Friday, Sam and Harry Boys, Abby a girl, Melly a wench, Peggy a girl, Billy and Bob two Boys, Sampson a fellow, Mary a wench, Sarah a wench, and her two Children, Betty a girl and Glasgow a Boy, little Jimmy a fellow, Mary a wench and her child Constant a girl, Primus a Boy, nineteen, also a similar right to a part or the whole of the following Slaves bequeathed to his Sister Martha Mortimer on a similar event to the preceding to wit, Selah a wench and her two children Aaron a Boy and Beckey a girl, little Hannah a wench, Big Phillis a wench and her three children Sona and Celest two girls and Walley a Boy, Poplar a fellow, Adam a fellow, old Bess a wench, little Triah a wench and her child Hannah a girl, Big Hannah a wench, and her two children Bents and Joe Boys, little Bess a wench and her two children Clarry and Binkey girls Nineteen.

2<sup>nd</sup> of Charlotte Elizabeth Thomson, Slaves, her undivided share or part of the following Slaves to wit, Sibly and her children Sam, John, Lucy, Eliza and Phillis, Lucy and her Brother Harry, Paul his wife, Juliet and their children Dinah and Joe, Dolly and her son Jim and Bacchus fifteen, Bank Shares, also her undivided share or part of the following Bank Shares to wit, thirty shares in the South Carolina Bank, and three shares in the State Bank.

Debts also her undivided share or part of the following Debts to wit a Bond of Abram & Francis Motte to Lewis Hereward in Trust for Charlotte, Elizabeth & Ann Thomson dated the first day of September 1799 and given for the sum of one hundred and twenty three pounds ten shillings, also all outstanding Debts due to the Estate of her father the said James B. Thomson, also any Property Real or Personal which may hereafter descend or come to her by Descent, Distribution, Devise, Bequest Gift or otherwise Joshua Playes Adm<sup>r</sup> Charlotte.



Sealed and Delivered, in the  
 presence of Charlotte Croft, Mary S. White, Eliza Thomson  
 State of South Carolina, Personally appeared before me  
 W<sup>m</sup>. Charlotte Croft who being duly sworn according to  
 maketh oath that she saw M<sup>rs</sup>. Joshua Player and Miss  
 Charlotte Elizabeth Thomson sign the foregoing Instru-  
 ment of writing and did at the same time see Miss Mary  
 S. White and Miss Eliza Thompson sign their names as wit-  
 nesses thereto together with her self Charlotte Croft  
 Sworn to this 18<sup>th</sup> day of January 1802 Pro Exinde J. D.  
 Recorded 20<sup>th</sup> January 1802

State of South Carolina City of Charleston

This Indenture made this the fifth day of  
 September in the year of our Lord one thousand eight  
 hundred and one, Between Robert Baldwin a free  
 Blackman of the City and State aforesaid House Carpenter  
 of the one part, and Flora Garden a free Master of the  
 other part, Whereas a marriage is intended to be shortly  
 had and solemnized between Robert Baldwin and Flora  
 Garden of St. Philips Parish aforesaid and she being seized  
 in fee of one of the Glebe Lots in St. Philips Parish in the  
 City of Charleston known in the Plan thereof by the num-  
 ber thirty four, measuring and containing in width  
 fronting on Beaufain Street sixty feet and in Depth  
 one hundred and eighty feet six inches, bounding South-  
 wardly on Beaufain Street aforesaid Eastwardly on lot  
 number thirty three Northwardly on lot number thirty five  
 and Westwardly on lot number twenty three on which  
 are two wood dwelling Houses and sundry out houses, -  
 also sundry House hold Furniture consisting of Tables  
 Chairs Drawers, Bedsteads Bedding &c. &c. The said  
 Robert Baldwin in prospect and consideration of the  
 said intended marriage, hath consented and agreed that  
 that the aforesaid Lot, Houses and Household Furniture is  
 all the improvements that is now or may hereafter be made  
 on the aforesaid lot and Houses and all additions that may be  
 made to the Furniture of the House shall be settled and secured  
 in manner hereinafter mentioned. Now This Indenture

129 *Witnesseth* that the said Robert Baldwin in prospect and consideration of the said intended marriage and in consideration of five shillings lawfull money now in hand paid by John Rose the receipt whereof is hereby acknowledged for himself his heirs Executors Administrators and Assigns, doth covenant promise grant agree to and with the said John Rose his heirs Executors Administrators and Assigns to the use and upon the trust hereinafter mentioned, that is to say the said Robert Baldwin shall be permitted to hold the said lot Houses and Furniture with all the improvement that may hereafter be made to them for the joint use and behoof of the aforesaid Robert Baldwin and Flora Garden during her natural life but should the aforesaid Flora Garden die without a will in that case the children that she now has and those she may hereafter have shall share and share alike. Provided always nevertheless that it shall and may be lawfull for the aforesaid Flora Garden to sell grant lease transfer and dispose of the aforesaid lot, Houses and Furniture with all the improvements that now is or may hereafter be made on the aforesaid lot and Houses and Furniture at any time she pleases. In witness whereof the said parties to these presents have hereunto set their hands and seals on the day and year above written

Sig<sup>d</sup> and Delivered in the presence of Mary J. Deady  
 Rec<sup>d</sup> Charleston Sep. 5. 1801 of W. John Rose the sum of five shillings lawfull Currant Money of this State in full for the foregoing Covenant  
 5. Robert Baldwin, Charleston J.  
 Mary J. Deady made oath she was present and saw Robert Baldwin sign seal and Flora Garden make her mark seal and as their Act and Deed deliver the within Instrument of writing to and for the uses and purposes therein mentioned, & that she signed her name as a witness to the same & sworn to this 28<sup>th</sup> January 1802 Back Mott's Book 22.  
 Recorded 28<sup>th</sup> January 1802

1 (Stamps) South Carolina

Know all men by these presents that I Robert Sheriot of George Town in the State aforesaid Attorney at Law am held and held and firmly Committed to Roger Sheriot of the City of Charleston in the same State Merchant in the full & just sum of Six thousand pounds to be paid to the said Roger Sheriot (as Trustee for and on behalf of Sarah Caroline Sheriot

Spinster

130 Spinster, Daughter of George Heriot of George Town Merchant,  
his certain Attorney Executors Administrators and Assigns. To  
which payment well and truly to be made and done, I bind  
myself and each and every of my Heirs Executors and Adminis-  
trators firmly by these presents, Sealed with my seal and  
dated the twelfth day of January in the year of our Lord  
one thousand eight hundred and two, and of the Independence  
of the United States of America the twenty sixth, Whereas  
there is a marriage agreed upon and intended shortly by the  
permission of God to be had and solemnized between the  
above bounden Robert Heriot and the above named  
Sarah Caroline Heriot, And whereas the said Robert  
Heriot in consideration of the said Marriage and to the  
end some provision may be made for the maintenance of the  
said Sarah Caroline Heriot if she shall happen to survive  
the said Robert Heriot and the Child or Children on her  
Body to be begotten by him the said Robert Heriot, hath agreed  
that if the said Marriage shall take effect and the said  
Sarah Caroline Heriot shall happen to survive him the  
said Robert Heriot that then she the said Sarah Caroline  
Heriot shall have and receive to her own use out of the Estate  
Real and Personal of the said Robert Heriot the interest or  
profits of the sum of three thousand pounds sterling money -  
during her natural life (over and above what other pro-  
vision is likewise made for and towards the maintenance  
of the said Sarah Caroline Heriot) and from and after the  
decease of the said Sarah Caroline Heriot if she shall sur-  
vive the said Robert Heriot or from and after the decease of  
the said Robert Heriot if he shall survive the said  
Sarah Caroline Heriot then the said principal sum of  
three thousand pounds shall go to the Issue of the said  
Robert Heriot on the Body of the said Sarah Caroline  
Heriot to be begotten in such manner and way as is  
herein after particularly set forth and declared, Now  
the Condition of the above obligation is such that if  
the said Marriage shall take effect and be solemnized &  
the said Sarah Caroline Heriot shall happen to die  
survive him the said Robert Heriot then and in such case  
if the Heirs Executors or Administrators of the said.



131 Robert Heriot shall and do well and truly pay or cause to be paid unto the said Roger Heriot his Executors Administrators or Assigns the sum of three thousand pounds within twelve months next after the decease of him the said Robert Heriot to the intent and purpose that the said Roger Heriot his Executors Administrators or Assigns shall and do lend and place at interest the said sum of three thousand pounds on such security or securities public or private as he or they shall think fit and shall and do pay unto or permit and suffer the said Sarah Caroline Heriot and her Assigns to have and receive all the growing Interest and profit of the said sum of three thousand pounds to and for her own proper use & benefit and for her better livelihood and maintenance during her natural life without being accountable or answerable with or for any loss that shall or may happen to or of all or any part of the said three thousand pounds by failure of any security on which the same or any part thereof shall be lent which it is hereby declared the said Roger Heriot his Executors Administrators and Assigns shall not in such case be any ways chargeable with or for as aforesaid, and from and immediately after the decease of the said Sarah Caroline Heriot then the said principal sum of three thousand pounds shall go to and be equally divided amongst the children of the said Robert Heriot on the Body of the said Sarah Caroline Heriot to be begotten and who shall be then alive share and share alike if more than one Child, and in case there shall be then living only one Child of the said Robert Heriot on the Body of the said Sarah Caroline Heriot begotten then to the use benefit and behoof of such only Child his or her Executors and Administrators for ever, and in case the said Robert Heriot shall survive the said Sarah Caroline Heriot then and on that event the said principal sum of three thousand pounds shall within twelve months after the death of the said Robert Heriot be by the Executors or Administrators of the said Robert Heriot well and truly paid to the said Roger Heriot his Executors Administrators or Assigns to the intent and purpose that the same shall go to and be equally divided amongst the children of the said Robert Heriot on the Body of the said Sarah Caroline Heriot to be begotten who shall be then alive to share and share alike if more than one Child and in case there shall be then living only one Child issue of the said intended Marriage then to the use benefit and behoof of such only Child his or her Executors and Administrators for ever, then the above obligation

132 obligation to be void and of no effect or else to remain in full force and virtue Robert Heriot (d/s) signed sealed and Delivered in the presence of John Tucker, Leonard White, Eliza Tucker, State of S. Carolina George Town District, before me Will Heriot Jr. Personally came and appeared Leonard White who being duly sworn sayeth that he was present personally present and did see the within named Robert Heriot sign seal and deliver the within Instrument of writing for the uses therein mentioned and that John Tucker and Eliza Tucker together with this Deponent did sign their names as witnesses thereto, Sworn to before me this 30<sup>th</sup> January 1802 - Will Heriot Jr. Recorded 4<sup>th</sup> February 1802. State of South Carolina (Ramps)

131  
Know all men by these presents that I Robert Heriot of George Town in the State aforesaid Attorney at Law am held and firmly bound unto Roger Heriot of the City of Charleston in the same State Merchant in the full and just sum of six thousand pounds Sterling money to be paid to the said Roger Heriot (as Trustee for & on behalf of Sarah Caroline Heriot Spinster Daughter of George Heriot of George Town Merchant) his certain Attorney Executors 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 twelfth day of January in the Year of our Lord one thousand eight hundred and two and of the Independence of the United States of America the twenty sixth. Whereas a marriage by the permission of God is shortly to be had and solemnized between the above bounden Robert Heriot and the above named Sarah Caroline Heriot, and whereas the said Sarah Caroline may from the gift bequest or conveyance of her said Father or by the death of her said Father intestate and without a will or otherwise however become entitled to some Estate Real or Personal or both or to right to credits monies goods claims and demands, and whereas the above bounden Robert in consideration of the said marriage taking effect.

133 hath consented and agreed to settle and assure the Estate Real  
Personal and both to which she the said Sarah Caroline may so-  
as aforesaid become hereafter entitled on the several trusts and  
in the way and manner hereinafter declared but is unable at  
present to ~~reach~~ carry such his just intentions into effect,  
by reason of the impossibility to ascertain what Estate Real and  
Personal she the said Sarah Caroline may become hereafter entitled  
to by the Gift devise bequest or conveyance of her said Father or by the  
death of her said Father intestate and without a will or otherwise -  
howsoever, Now the Condition of the above obligation is such that if  
the above bounden Robert Heriot do and shall within twelve  
months after any gift devise bequest or conveyance shall hap-  
pen to be made of any estate Real or Personal to her the said Sarah Caroline  
by her said Father or in case of the death of her said Father intestate and  
without a will, then if the above bounden Robert Heriot shall within  
twelve months after the distribution or division of the Estate Real and  
Personal of the said George Heriot or as soon as the share proportion  
interest or estate of the said Sarah Caroline as if she were sole and  
discovert is legally and fully ascertained in and out of her said  
Father's Estate or if within twelve months after the gift bequest de-  
vise or conveyance of any property Real or personal to her the  
said Sarah Caroline he the above bounden Robert Heriot shall  
settle convey and assure the same and every part <sup>thereof</sup> to and for and  
upon the following uses intents and purposes to wit, In trust  
to permit and suffer the said Robert Heriot during the joint lives  
of them the said Robert and Sarah Caroline (if the said intended Marri-  
age shall take effect) to have hold and enjoy the said trust  
Estate and to receive and take the rents issues proceeds and profits  
thereof for their joint benefit and behoof, and in case of the death  
of the said Robert living the said Sarah Caroline to and for her use  
and benefit as in her first and former Estate, but in case of the  
death of the said Sarah Caroline living the said Robert in trust  
to permit and suffer him during the term of his natural life  
to continue to receive and take the rents issues proceeds and  
profits thereof and at his death then in trust to the use and  
behoof of the Issue of the said intended Marriage if more than  
one share and share alike, But in case of the death of the said  
Sarah Caroline without Issue by the said intended  
Marriage or the death of such Issue under twenty one  
years



years or unmarried and living the said Robert then in trust that the said trust estate from and immediately after the death of the said Robert shall go to such use and uses as the said Sarah Caroline in her lifetime shall or may by any Deed under her hand and seal or by her last will and Testament or any writing purporting to be her last will and Testament give dispose direct and appoint, which said Deed will or writing she the said Sarah Caroline is hereby and by her said intended husband and notwithstanding her Coverture enabled and empowered to make with a proviso proviso to be inserted in the Deed of settlement hereafter to be executed by the above bounden Robert authorizing the above named <sup>George</sup> Robert Heriot as trustee aforesaid with the joint consent of the parties to the intended marriage to sell and dispose of the whole or any part of the said trust estate and again to invest the Monies arising or to arise from such sale or sales in the purchase of such other property as may be deemed most advantageous the property so to be purchased to be subject and under the several trusts uses intents conditions and provisions herein declared of and concerning the original Estate of the said Sarah Caroline. Then the condition of the above obligation to be void or else to remain in full force effect, Robert Heriot did sealed and Delivered the word "profits" in the forty fifth line from the top of the first side, also the words "for their joint benefit and behoof" in the forty sixth line from the top of the same side being first interlined in the presence of John Tucker, Leonard White, Eliza Tucker, State of S. Carolina George Town District, Before me William Heriot, Personally came and appeared Leonard White who being duly sworn saith that he was present and did see the within named Robert Heriot sign seal and deliver this Instrument of writing for the use and purposes therein mentioned and that John Tucker and Eliza Tucker together with this Deponent did sign their names as witnesses therein to the same before me this 30. January 1802 Will Heriot Recorded 4. February 1802

Whereas a marriage is intended by Divine permission shortly to be had and solemnized Between Robert Heriot of George Town in the State aforesaid Attorney at law and Sarah Caroline Heriot Minster Daughter of George Heriot of George Town Merchant, And whereas the said Sarah Caroline Heriot is now lawfully possessed in her own right of a certain Negro Girl Slave named Linda, And whereas in prospect and consideration of the said intended marriage it is consented and agreed to between the said Sarah Caroline Heriot and Robert Heriot that the said Sarah Caroline Heriot shall grant bargain and sell the said Negro Linda with her issue and increase to Roger Heriot of the City of Charleston in the same State Merchant, his Executors Administrators and Assigns, In Trust nevertheless and to and for the uses intents and purposes hereinafter mentioned and declared of and concerning the same, Now know all men by these presents that the said Sarah Caroline Heriot in pursuance of the said agreement and in consideration of the said intended marriage (and by and with the prior consent approbation and agreement of the said Robert Heriot testified by his being party to and signing sealing and delivering these presents) have granted bargained and sold and by these presents do grant bargain sell and deliver unto the said Roger Heriot his Executors Administrators and Assigns the said Negro Slave named Linda with her future issue and increase, To have and to hold the said Negro Slave named Linda with her future issue and increase unto the said Roger Heriot his Executors Administrators and Assigns, In Trust nevertheless that is to say, In Trust for my own use benefit and behoof untill the intended marriage shall take effect and be solemnized and from and after the solemnization of the said intended marriage, Then In Trust to permit and suffer the said Robert Heriot during the joint lives of them the said Robert and Sarah Caroline to have hold use and enjoy and to receive and take the income and profits of the said Negro Slave and her issue and increase for their joint benefit and behoof, and in case of the death of the said Robert living the said Sarah Caroline the said Negro Slave and her issue and increase to go to and be for the use and benefit of the said Sarah Caroline as in her first and former Estate but in case of the death of the said Sarah Caroline living the said Robert to permit and suffer

him during the term of his natural life to continue to have  
 hold use and enjoy and to receive and take the income and  
 profits of the said Negro Slave and her issue and increase,  
 and at his death then In Trust that the said Negro Slave  
 and her issue and increase shall go to the use and be-  
 half of the issue of the said intended marriage if more  
 than one share and share alike but in case of the death  
 of the said Sarah Caroline without issue by the said in-  
 tended marriage or the death of such issue under twen-  
 ty one years and living the said Robert, then In Trust -  
 that the said Negro Slave and her issue and increase from &  
 immediately after the death of the said Robert shall go to -  
 such use and uses as the said Sarah Caroline in her life time  
 shall or may by any Deed under her hand and seal or by her  
 last will and Testament or any writing purporting to be her  
 last will and Testament give dispose direct & appoint  
 which said Deed will or writing the said Sarah Caroline  
 is hereby and by her said intended Husband and notwith-  
 standing her Coverture enabled and empowered to make  
 Provided always nevertheless that it shall and may be  
 lawful for the said Roger Heriot as Trustee as aforesaid and  
 he his Executors Administrators or Assigns as the case may  
 be are hereby empowered the joint consent of the parties  
 to the intended marriage being first had and obtained to  
 sell and dispose of the said Negro Slave named Linda and  
 her issue and increase or any part of them and again to  
 invest the monies arising or to arise from such sale or sales  
 in the purchase of such other property as may be deemed  
 most advantageous, the property so to be purchased to be  
 subject to and under the several Trusts uses intents and  
 conditions and provisions herein declared of and concern-  
 ing the original Estate of the said Sarah Caroline Heriot  
 Witnesses whereof the said Sarah Caroline Heriot and Robert  
 Heriot have to these presents set their hands and seals this twelfth  
 day of January in the year of our Lord one thousand eight  
 hundred and two and of American Independence the twenty  
 sixth S. Caroline Heriot (M) Robert Heriot (M) sealed &  
 Delivered in the presence of John Tucker Leonard White -  
 Eliza Tucker, State of S. Carolina George Town District



137 Before me William Heriot J<sup>r</sup>. Personally came and appeared Leonard White who being duly sworn saith that he was present and did see the within named Sarah Caroline Heriot and Robert Heriot sign seal and deliver this Instrument of writing for the uses therein mentioned and that John Tucker and Eliza Tucker together with this Depoent did subscribe their names as witnesses therunto. Sworn to before me this 30<sup>th</sup> January 1802 Will Heriot J<sup>r</sup>. Recorded 4<sup>th</sup> February 1802.

The State of South Carolina

This Indenture Tripartite made this third day of November in the year of our Lord one thousand eight hundred and one Between James Oliver of the City of Charleston and State aforesaid Bricklayer of the one part, Elizabeth Limehouse of the same place Spinster, of the second part, and Robert Limehouse of the said City Gentleman Trustee for the said Elizabeth Limehouse of the third part, Whereof a marriage by Gods permission is intended shortly to be had and solemnized between the said James Oliver and the said Elizabeth Limehouse and whereas the said Elizabeth Limehouse at the time of the sealing and delivery of these presents is possessed of and entitled unto the Personal Estate hereinafter mentioned, and it hath been and is agreed by and between the parties hereto that the Personal Estate shall be bargained sold assigned set over transferred and conveyed for and effectually to the said Robert Limehouse his Executors Administrators and Assigns In Trust to and for and upon the uses, intents and purposes hereinafter mentioned limited expressed and declared of and concerning the same. NOW This Indenture witnesseth that in consideration of the intended marriage and in pursuance of the said agreement and also for and in consideration of the sum of five shillings sterling to the said Elizabeth Limehouse by the said Robert Limehouse &c before the sealing and delivery of these presents well and truly paid the receipt whereof is hereby acknowledged, she the said Elizabeth Limehouse hath granted bargained sold assigned transferred and set over and by these presents doth grant bargain sell assign transfer set over unto the said Robert Limehouse his Executors Administrators and Assigns the following Negro Slaves, that is to say Peter a Boy Phoebe, Jane, Dinah, Hagar and her three Children Isaac, Fortune and John and their Issue and Increase, and also all the stock standing

138 standing in the name of the said Elizabeth Dimchouse in the  
Bank of South Carolina being eight shares, To have and  
to hold the said negro Slaves with the future increase of  
the female Slaves and the Bank Stock aforesaid, with the  
Interest, dividends, profits and proceeds thereof unto the said  
Robert Dimchouse his Executors Administrators and Assigns,  
In Trust nevertheless to for and upon the several and  
respective uses intents and purposes hereinafter mentioned  
limited and declared of and concerning the same, and for  
no other use intent or purpose whatsoever that is to say,  
In Trust to and for the use benefit and behoof of her the  
said Elizabeth Dimchouse her Executors Administrators  
and Assigns until the solemnization of the intended  
marriage then In Trust and confidence for the said Elizabeth  
Dimchouse but so as not to be subject to the control or  
interruption of her said intended Husband, or to be seized  
sold or liable for the payment of his Debts or Contracts,  
but that the said Robert Dimchouse shall during the  
joint lives of the said intended Husband and Wife permit  
and suffer or otherwise well and sufficiently authorize  
the said Elizabeth Dimchouse to have, receive and take  
all and singular the Profits, Earnings and Gains arising  
or to arise from the work labour and service of the said  
negro Slaves and the future increase of the female Slaves  
and also all the interest, dividends, profits and proceeds  
of the said Bank Stock to and for her own sole and sepe-  
rate use benefit and behoof, and from and immediately  
after the death of the said Elizabeth Dimchouse in  
case she should die before the said James Oliver leav-  
ing issue by her said intended Husband then In Trust  
that the said Robert Dimchouse his Executors Adminis-  
trators and Assigns shall and do from time to time and  
at all times thereafter permit and suffer or otherwise  
well and sufficiently authorize the said James Oliver to  
take to his own use and behoof, all and singular the said  
Profits Earnings and Gains arising and to arise from the  
work labour and service of the said negro Slaves and  
the future increase of the female Slaves, and also all &c

139 singular the Interests, Dividends Profits and Proceeds arising or to  
arise from the aforesaid Bank stock, for and during the term of  
his natural life, without any account to be given by him  
for the same, and from and immediately after the death of  
the said James Oliver, then in Trust that the said Robert Lime-  
house his Executors Administrators and Assigns do and shall  
pay and apply all and singular the said Earnings and Gains  
arising or to arise from the Work labour and service of  
the said Negro Slaves and the future increase of the female  
Slaves, and also all and singular the Interest Dividends  
Profits, and Proceeds arising or to arise from the Bank stock afo-  
said, to and for the maintenance Education and support of such Child  
or Children of the said James Oliver and Elizabeth Limehouse as  
shall then be living and untill some one of such Children shall  
attain the age of twenty one years or be married, and from and im-  
mediately after such contingency shall happen, then In-  
Trust that the said Robert Limehouse his Executors Adminis-  
trators and Assigns do and shall pay apply and divide dispose  
deliver the said Negro Slaves with the future increase of the  
female Slaves and Bank stock aforesaid, unto and amongst  
such Child or Children of them the said James Oliver and  
Elizabeth Limehouse as shall be then living his her or  
their several and respective Executors Administrators & Assigns  
free and discharged of and from all further and other trusts, what-  
soever, But in case the said Elizabeth Limehouse should die be-  
fore the said James Oliver, without Child or Children of them  
the said James Oliver and Elizabeth Limehouse living at the time of  
his death or that she should leave such child or children and all of them should  
die in the life time of the said James Oliver under the age of twenty-  
one years, unmarried and without lawful issue then in Trust to  
and for the use benefit and behoof of the said James Oliver his Exe-  
cutors Administrators and Assigns free and discharged of and from  
all further and other trusts whatsoever, But in case the said  
James Oliver should die before the said Elizabeth Limehouse  
without Child or Children of them the said James Oliver and  
Elizabeth Limehouse living at the time of his Death, or  
that he should leave such Child or Children and all of  
them should die in the life time of the said Elizabeth Limehouse  
under the age of twenty one years unmarried and without  
lawful



140 lawful issue then In Trust to and for the use, benefit and behoof of her the said Elizabeth Linnhouse her Executors Administrators and Assigns, free and discharged of and from all further and other trusts whatsoever, Provided always nevertheless and it is hereby expressly agreed by and between all the parties to these presents, and declared to be the true intent and meaning thereof, that if the said Elizabeth Linnhouse should be so minded and is willing at any time or times hereafter during the intended coverture it shall and may be lawful for the said Elizabeth Linnhouse (with the consent and approbation of the said Robert Linnhouse) to sell dispose of, after, change or otherwise invest the said Negro Slaves with the future Issue and Increase of the female Slaves, and the Bank Stock aforesaid with the interest dividends, profits and proceeds thereof, or any part thereof, so that upon any such Sale disposition, change or investment, the monies produced thereby may be laid out in the purchase of other property Real and Personal to be bargained sold assigned conveyed transferred and assured firmly and securely to the said Robert Linnhouse his Executors, Administrators, and Assigns, In Trust to and for the same uses intents and purposes as are herein and hereby declared of and concerning the Negro Slaves and Bank Stock herein before mentioned, The Witnesses whereof the 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 James Oliver (dd) Elizabeth Linnhouse (dd) Robert Linnhouse (dd) sealed and Delivered in the presence of the name "Hagae" between the lines fourth and fifth of the second sheet, interlined between the name "Dinah" and the word "and" before execution John Wm Johnston Maria D Wmmssetter, Received on the day of the date of the within written Indenture of and from the within named Robert Linnhouse the sum of five shillings Sterling in full for the consider Money with in mentioned Elizabeth Linnhouse. Witnesses "Robert" wrote on a capse before signing John Wm Johnston. Charleston J<sup>r</sup> John William Johnston made oath he

141 was present and saw James Oliver, Elizabeth Lomhouse and Robert Lomhouse sign seal and as their act and deed deliver the foregoing Instrument of writing to and for the uses and purposes therein mentioned, that he also saw Elizabeth Lomhouse sign the Receipt, and that he with Maria D. Unimadler signed their names as witnesses to the same, Sworn to before me this 4<sup>th</sup> of February 1802 Dant. Jo. R. Recorder P. - Recorded to Feb 7/1802 South Carolina

This Indenture Tripartite made the second day of February in the year of our Lord one thousand eight hundred and two, Between Dr. James Henry Air of the one part and Harriott Atkinson of the second part, and Isaac Holmes and Solomon Segare Esquires of the third part, whereas a Marriage by Gods permission is shortly intended to be had and solemnized, between the said Dr. James H. Air and the said Harriott Atkinson, and whereas the said James H. Air, at the time of executing hereof, stands seized in fee simple to him and his heirs of and in the Messuage, lands, Tenements and Hereditaments, as well as also the personal Estate hereinafter mentioned and intended to be hereby granted released bargained and sold, as specified in the Schedule hereunto annexed and marked A. And whereas upon the treaty and previous to the said intended marriage hath been agreed and consented upon by and between the said Dr. James H. Air and the said Harriott Atkinson, that the said negroes lands, Tenements and Personal Estate of him the said Dr. James H. Air should be granted and released unto her the said Harriott Atkinson, and the said Dr. James H. Air and their heirs to for and upon the several uses and subject to the Trusts, intents and purposes in such manner as is hereafter mentioned limited expressed and declared of and concerning the same, NOW this Indenture witnesseth, that in pursuance and part performance of the said recited agreement and in Consideration of the said intended Marriage and also in Consideration of the sum of five shillings to him in hand paid by the said Harriott Atkinson, the receipt whereof is hereby acknowledged, and thereof doth acquit exonerate and forever discharge the said Harriott Atkinson her heirs Executors and Administrators, he the said Dr. James H. Air, hath granted

142 granted, bargained sold aliened released and confirmed  
and by these doth grant bargain sell alien release and  
confirm unto them the said Isaac Holmes and Solomon  
degar and to their Executors Administrators and Assigns  
All that Tract or parcell of land situated on the North  
side of Hono River in the State aforesaid containing in  
the whole three hundred and twenty nine Acres as will  
appear by a Late Resurvey made by John Diamond, and  
has such buttings and Boundings as will more fully ap-  
pear in the Schedule hereto annexed and marked A. and the  
Reversion and Reversions, Remainder and Remainders Rents, Issues  
and profits of all and singular the hereby granted and released  
Mesuages lands, Tenements and Hereditaments, and the said  
D. James Hair by virtue of these presents, do bargain sell  
and assign for the like sum of five shillings to him in hand  
paid by the said Harrieth Atkinson unto the said Isaac  
Holmes and Solomon degar their Executors Administrators  
and assigns the following Negroe Slaves to wit, Isaac  
Hanna, Polly doe, Moraimlah, Sandy Black Dick &  
Charles, together with the future Issue and Increase of the  
foresaid, and also all the Estate Right Title Interest -  
Trust Inheritance Property Claim and Demand whatsoever  
of him the said D. James Henry Hair, both at Law and in Equity  
of and to or out of the said hereby granted and released pre-  
misses, and of every part and parcell thereof. To have  
and to hold to the said lands and Tenements and also  
all and singular other the premises effects and chattels  
herein before mentioned and intended to be hereby granted  
and released with their and every of their Appurtenances  
unto the said Isaac Holmes and Solomon degar their  
Executors Administrators and Assigns for ever to for and  
upon the several Uses Trusts Intent and subject to the  
several provisions powers limitation and agreements  
herein after mentioned limited expressed and declared  
of and concerning the same respectively, to the use and  
behooof of the said D. James H. Hair and his Heirs untill the  
solemnizing of the said intended marriage and from and  
immediately after the solemnizing thereof, then upon  
this further trust that they the said Trustees or the



143 Survivor of them his Executors Administrators or Assigns (during  
the said intended Coverture between the said Dr. James H. Air and  
Harriett his intended wife) shall and will permit and suffer, -  
so far as they lawfully may, the said Harriett Atkinson to have use  
and enjoy the sole separate and personal use management and  
control over all and every of the above mentioned premises  
with all and every of their appurtenances above mentioned and  
specified in the Schedule hereto annexed and every part and  
parcel thereof, without impeachment of or for any manner of  
waste whatsoever, the same to go and be to and for the sole sepe-  
rate and personal use of the said Harriett Atkinson, for and during the  
term of her natural life, and the same or any part thereof shall not in  
any wise be subject or liable to the disposal intermeddling con-  
troul engagements debts or incumbrances of the said Dr. James H.  
Air her intended Husband, but that the same shall be for the  
sole support benefit and advantage of her the said Harriett At-  
kinson, and that the receipts of her the said Harriett Atkinson  
(notwithstanding such her intended Coverture) or of such person  
or persons as by her appointed, shall from time to time and at all times  
hereafter be good and sufficient discharges in law, as well as  
to the said Trustees their Executors Administrators or Assigns  
as also to all and every other person or persons whomsoever, who  
shall or may hereafter rent all or any of the above mentioned  
property specified in the Schedule hereto annexed, and  
that from and immediately after the death of the said  
Harriett Atkinson, Then In Trust to and for the said Dr.  
James H. Air during the term of his natural life, and from &  
immediately after his death Then In Trust for all and  
every of the Child or Children of the said Dr. James H. Air, or the  
Body of the said Harriett Atkinson to be begotten, and to them  
and their heirs forever share and share alike if more than one  
as Tenants in Common, Provided that if any such Child or  
Children of the above mentioned Marriage so to be begotten  
as aforesaid shall die, before he she or they shall arrive at the  
age of twenty one years of age or day of Marriage, his her or their  
proportion so dying shall go accrew and be equally divided  
between the Survivor or Survivors of them respectively -  
share and share alike, but on failure of such Issue so to  
be begotten as aforesaid, or in case he she or they shall die  
before

before being twenty one years of age or day of marriage.  
 Then upon this further Trust to the sole use and behoof  
 of the said D<sup>r</sup> James H<sup>r</sup>air and of his heirs and assigns for  
 ever, and to no other use touch intent or purpose whatso-  
 ever, Provided always and it is hereby further Covenanted -  
 agreed and declared by and between all and every of the  
 parties to these presents that it shall and may be  
 lawfull for the Trustees above mentioned or the Surviv-  
 or of them, their Executors Administrators and Assigns  
 that if the said Harriett Atkinson at any time during  
 the said Coverture be desirous and willing to sell and  
 dispose of all or any of the above mentioned premises -  
 that they the said Trustees or the Survivor of them shall  
 and will upon her intention and desire so signified to  
 them in writing sell and dispose of in such manner  
 and for such Sum or sums of Money and to such per-  
 son or persons as she said Harriett Atkinson may direct  
 and appoint or cause to be directed and appointed not-  
 withstanding her coverture, provided always nevertheless  
 that such sum or sums of Money arising from such sale  
 or sales of the above mentioned property shall be vested  
 and applied in the purchase of other property Real or  
 Personal as the said Trustees or the Survivor of them, their  
 Executors or Administrators, by and with the consent  
 and concurrence of the said D<sup>r</sup> James H<sup>r</sup>air shall deem  
 judicious and advisable and which property so pur-  
 chased with the Monies arising from such sale or sales  
 shall be subject liable, and go to all and every of the  
 Trusts Uses conditions Limitations and provisions above  
 mentioned declared and expressed, and to no other uses  
 or Trusts whatsoever, and the said Trustees above mentioned  
 for themselves, their Executors Administrators and Assigns  
 do hereby covenant promise and agree to and with the said  
 D<sup>r</sup> James H<sup>r</sup>air, and the said Harriett Atkinson that they or  
 the Survivor of them, his Executors Administrators or Assigns  
 shall and will from time to time and at all times hereafter well  
 and faithfully perform and fulfill according to the true in-  
 tent and meaning of these presents, all and singular the  
 Trusts Intent and purposes created and in them reposed

145 by virtue hereof. In witness whereof the said parties hereto have  
interchangeably set their hands and affixed their seals the  
same day and year above written, James H. Air (d/s) Harriott  
Atkinson (d/s) Isaac Holmes (d/s) Solomon Segare (d/s) Signed  
Sealed and Executed in the presence of the following words to wit  
of his natural life and from and immediately after his death  
then" being first inserted and written in the within Deed, so as to  
be made a part thereof Will<sup>m</sup>. A Moultrie, Sarah Segare, -  
Eliza C. Moultrie, Schedule A mentioned in the annexed  
Deed Negroes Isaac, Hannah, Polly, Jane, Monemich, Sandy,  
Jinny, Black Dick and Charles, Plantation on the North  
side of Stono River and containing 329 Acres as is particular-  
ly described in this Schedule, Charleston Co. William A.  
Moultrie being duly sworn made oath he was present & saw  
James H. Air, Harriott Atkinson, Isaac Holmes and Solomon Segare  
severally sign seal and as their Act and Deed deliver the forego-  
ing Instrument of writing to and for the uses and purposes there-  
in mentioned, and that he with Sarah Segare and Eliza C.  
Moultrie signed their names as witnesses to the same -  
Sworn to before me this 27<sup>th</sup> of February 1802 (Dan<sup>l</sup> J. Racer  
not. P.B. Recorded 27<sup>th</sup> February 1802

South Carolina

This Indenture Tripartite made the twenty  
fourth day of February in the year of our Lord one thousand eight  
hundred and two. Between Mr. Samuel Welch of the City of Char-  
leston in the State aforesaid of the one part, Mr. Elizabeth Gordon  
of the same place widow of the second part, and Keating Si-  
mons of the same place a Trustee nominated by the said Samuel  
Welch and Elizabeth Gordon for the purposes herein after men-  
tioned, Whereas a marriage by Gods permission is shortly to be had  
and solemnized between the said Samuel and Elizabeth and the  
said Elizabeth being proposed of and entitled to a negro woman  
named Phoebe they are desirous of settling the said property to  
the uses hereinafter expressed. Now this Indenture wit-  
nesseth that the said Elizabeth Gordon for the purpose of  
carrying into effect the intention above expressed and in con-  
sideration of one Dollar by the said Keating Simons to her in  
hand paid at and before the sealing and Delivery hereof by &  
with the privity and consent of the said Samuel Welch testifies



146 by his being a party to these presents hath bargained and sold  
and by these presents do bargain sell and deliver the  
aforesaid Negro woman Phoebe unto the said Keating Simons -  
to have and to hold the said Negro woman with her  
future Issue and Increase unto the said Keating Simons his  
Executors Administrators and Assigns, In Trust for the said  
Elizabeth Gordon until the solemnization of the aforesaid  
marriage and from and after the solemnizing of the said  
marriage In Trust for and to the use of the said Samuel Welsh  
and Elizabeth Gordon during the life of the said Elizabeth only  
freed and exonerated from all present or future Debts and  
Engagements of the said Samuel Welsh and from and after  
the death of the said Elizabeth Gordon In Trust for such Child  
or Children of the said Elizabeth Gordon as she shall  
leave living their Executors Administrators and Assigns  
for ever share and share alike, In Witness whereof the  
said Parties have hereunto interchangeably set their  
hands and seals on the day and in the year first above  
written Samuel Welsh (sd) Elizabeth Gordon (sd)  
Keating Simons (sd) Signed Sealed and Delivered in the presence  
of the words "said Elizabeth Gordon" having been first -  
inserted between the second and third lines of this Page -  
Ed Simons, J. d. Simons, Charleston Jr, Edward Simons  
made oath he was present and saw Samuel Welsh, Eliza-  
beth Gordon and Keating Simons sign seal and as -  
their act and Deed Deliver the foregoing instrument of  
writing to and for the uses and purposes therein mentioned  
and that he with J. d. Simons signed their names as -  
Witnesses thereto, Sworn before me this 25 day of  
February 1802 Isaac Mott Dart J2  
Recorded 25. February 1802

Laurence Jaurès

3 février 1786.

Pardevant les conseillers du Roy Notaires à Bordeaux.  
Soussignés furent présents. - Sieur Laurent Jaurès, Bourgeois et  
Négociant, demeurant à Bordeaux, ci devant de la Justice Parroisse  
St Michel, et à présent depuis peu de temps, rue de Richelieu Parroisse  
St Pierre, fils légitime de Sieur Jean Jaurès aussi Bourgeois  
et Négociant, et de demoiselle Marie Carrière son épouse, secondant -

147 Du consentement des dits Sieurs et demoiselle Ses père et mère, donneurs  
Surdite Rue de la Justice paroissee St Michel, à ce present, agissant  
dailleurs de lavis et agrément de Sieurs Jean Baptiste fauris, Capitaine de  
Navire Son frère, de Sieurs Laurent LARRIER, Maître en chirurgie à Bordeaux,  
Et de M<sup>r</sup> Jean Baptiste LARRIER, chanoine de St Junien Ses oncles  
Maternels aussi à ce present, D'une part.

Et Demoiselle Sophie Jeanne Marie Elizabeth Pigeot de Louis  
bourg, Naline de la paroissee de l'assomption de Notre Dame du cap francois  
île et côte St Domingue, demeurant à present à Bordeaux avec le Sieur  
Son père à après nommé Surdite Rue de richelieu paroissee St Pierre,  
fille legitieme de M<sup>r</sup> Jean Baptiste Pigeot de Louisbourg, avocat en parlement  
Et au conseil Supérieur du cap francois, Et de defunte demoiselle Elizabeth Thierry,  
décédée son épouse précédente du consentement dudit Sieur Son père, à ce present,  
Agissant dailleurs de lavis et agrément de demoiselle Hortense francoise Jeanne  
Elizabeth Pigeot de Louisbourg, et de demoiselle alexandrine Pigeot de Louisbourg  
Ses sœurs, aussi à ce presentes, D'autre part.

Entre Lesquelles parties a été fait et passé le traité et conditions du  
Mariage proposé entre ledit Sieur Laurent fauris, et ledite demoiselle  
Sophie Jeanne Marie Elizabeth Pigeot de Louisbourg, en présence et de  
lavis et agrément, outre leurs parents susnommés, de leurs autres parents  
Et amis qui signeront le present contract, comme suit.

Promettent D'abord ledit Sieur fauris, et ledite demoiselle  
Pigeot de Louisbourg, Se prendre l'un l'autre pour mari et femme, et de  
faire célébrer leur mariage, en face de la Ste Eglise catholique apostolique  
Romaine, à la premiere requisiion qu'ils l'un feront l'autre, à peine  
de tous dépens, dommages et interest.

Ledit Sieur fauris futur Epoux apporte et se constitue en dot  
personnellement, la somme de trente mille livres qu'il déclare avoir en  
argent, avances en entreprises et autres effets composant les fonds de son  
Commerce provenant des bénéfices qu'il a faits depuis qu'il travaille pour son  
compte, ainsi que ses père et mère conviennent et le reconnaissent.

En faveur et consideration de ce Mariage, sous Condition  
qu'il l'accomplira et Non autrement, ledit Sieur Pigeot de Louisbourg  
Constitue en dot à ledite demoiselle future épouse sa fille, la somme  
de cent mille livres pour remplir D'abord ledite demoiselle future épouse  
de tous ses droits Maternels, et de tous ceux qui lui reviennent de la  
Succession de la dame Thierry son ayeulle maternelle, et le Surplus  
En avancement d'honneur sur la Succession future dudit Sieur Pigeot  
de Louisbourg. laquelle somme de cent mille livres ledit Sieur

Pigeot de Louvbourg s'oblige de payer audit Sieur fauchés  
futur Epoux, dans six ans prochains, à compter du jour de la célébration  
de son mariage, de en attendant le Soblige aussi de lui en payer l'interest  
annuellement à raison du denier vingt aussi à compter du jour de la célébration  
de son mariage, franc et quitte de toute imposition royalle, ecclésiastique et  
à créer, sous quelque dénomination que ce soit, par condition expresse,  
promettant le futur Epoux, lors qu'il en sera l'adette constitution, de la  
reconvenir auant qu'il la reconnoisse en à present, à l'adette demoiselle  
future Epouse, payer quelle soit, sur tous ses biens presents et avenir.

S'oblige de sa part le dit Sieur futur Epoux de payer à la  
dite demoiselle future Epouse, sur les revenus de sa constitution, pour  
fournir à ses menus plaisirs, ou en disposer autrement comme elle trouvera  
à propos, une pension de douze cent livres chaque année, à compter du  
jour de la célébration de leur mariage, pendant le vivant audit Sieur  
Pigeot de Louvbourg père de la dite demoiselle future Epouse, et  
de deux mille quatre cent livres chaque année, après la mort dudit  
Sieur Pigeot de Louvbourg, et à compter du jour de son décès, laquelle  
pension pendant quelle aura lieu sur le pie de douze cent livres  
et ensuite lors quelle aura lieu sur le pie de deux mille quatre  
cent livres, sera payée six mois par six mois et d'avance, franc et  
quitte de toute imposition royalle ecclésiastique et à créer, sous quelque  
dénomination que ce soit par condition expresse.

S'associe les futurs Epoux par mortu en tous les  
acquets meubles et immeubles qu'ils feront pendant leur mariage,  
des quels acquets chacun des dits futurs Epoux, pourra disposer  
de sa mortu comme il trouvera à propos, l'usufruit du tout desdits  
acquets néanmoins réservé au survivant desdits futurs Epoux  
sans fraude.

Les Doques Joyaux et bijoux qui seront donnés par le  
futur Epoux à la future Epouse, avant et après la célébration  
de leur mariage, appartiendront en propre à la dite demoiselle  
future Epouse, pour en disposer à sa volonté.

Gagnera le survivant desdits Sieur et demoiselle  
futurs Epoux sur les biens du premier décédé deux, la somme  
de cinq mille livres, de laquelle le premier mourant fait  
donation audit survivant à titre de gain de noces et agencement  
Reciproque.

En outre le dit Sieur futur Epoux, fait donation  
à l'adette demoiselle future Epouse, s'il decede avant elle, de la



149 Somme de vingt mille livres une fois payée, à titre de douaire, à  
prendre après la vie dudit Sieur futur Epoux Sur les plus clairs biens —  
Et effets qu'il Délaissera, pour en disposer par l'acte de demiesse future —  
Epouse en toute propriété et Sans retour.

DANS la Supposition faite par l'article précédent que le futur  
Epoux decède avant la future Epouse, Elle jouira et fera les fruits Siens  
de tous les biens et effets que Délaissera ledit Sieur futur Epoux jusqu'à ce  
qu'elle ait été payée et remboursée de tout ce qu'il aura reçu de la  
Constitution de la dite demiesse future Epouse, et de ses autres droits,  
Ensemble de son agencement et de son douaire ci dessus stipulés, le tout  
En argent comptant et non autrement, non obstant toutes chartes à ce  
Contraires, laquelle jouissance ne pourra être réputée à usure, Nij présumée  
Sur les capitaux de la dite demiesse future Epouse, quand même elle  
Exercerait la légitime Intérêt de ses droits, ledit Sieur futur Epoux  
lui faisant à cet effet donation de l'usufruit et jouissance de tous  
ses dits biens et effets jusqu'à son dit remboursement en argent,  
En Supportant les charges et en Nourrissant et entretenant leurs  
enfants Si Dieu leur fait la grace d'en avoir.

La dite demiesse future Epouse aura prise que de ce jour  
Surtout les biens du futur Epoux pour la reprise de tous ses droits.

Ces ainsi le tout a été convenu Entre les parties, promettant les  
Obligés, &c. Renouant &c.

Fait et passé à Bordeaux dans la demeure dudit Sieur  
Pigeat de Louisbourg, père de la future Epouse, le trois ferries mil  
sept cent quatre vingt six après midi, les parties ont Signé, ainsi  
Signé à la minute des présentes demiesse au pouvoir de Rouan  
L'un des Notaires Soussignés. D. Faurès, futur Epoux, fils ainé  
de Sophie Pigeat de Louisbourg future Epouse, Faurès, d'Arrien  
Faurès, Larrien aîné Beyer père, Pigeat de Louisbourg, Notaire  
Pigeat de Louisbourg, J. Perpigna Faurès, Grunier, Lebaron, Faurès  
Faurès Perpigna, Beyer fils, Gaspelin, Larrien fils, veuve Claret,  
Claret Larrien, vicomte Dencamp, M. T. Laborde, A. Laborde,  
Lhoste, Arzenas Lhoste, B. Faurès, Faurès aîné, M. Lhoste,  
veuve de J. Martin, Curies d'Ami, M. L. Laborde, Latite d'Apont,  
Adelaide Faurès, sur Latite d'Apont, Perpigna Curies, Baptiste d'Ami,  
Marie d'Ami d'Ami, Marie d'Ami, Laisie, Allard Laisie, Lucie  
Arzenas, Laborde Guenet, Dural de de Damalle, Arzenas, M.  
Faurès de Pigeat, Nade fils, Faurès d'Agéal, Puelletier d'Ami,  
B. Labrunes Marie d'Ami, J. Gembal, Belloumeau, Jeanne Faurès,

March 1802

Jeune viduée fauve, avec poitrine d'ambal, 4<sup>e</sup> Vellbreil,  
Demoteur, L'Ange, 4<sup>e</sup> Bragard Bathem, Despagne, G. M.  
Bapst, Laborde perpigna, Les Notaires Gaspiques.

Contrôle et finis à Bordeaux le 16 février 1786.  
No 162. N°. 15 centime cent trente une livre dix sous, Savoir.  
171. de Cont. Sur 130,000. 50. 8<sup>e</sup> finis, et 100. 10 p. les  
10 p. l. sans prejudice des droits de deux centime venies,  
Reservé à L'Evénement, figure Arbanere. —  
Razera. Nauran. Charleston François fauve made Cotte.

He is well acquainted with Rauran & Hazera and with their signatures  
having often seen them write and sign their names, and that he  
sincerely believes the names signed Rauran & Hazera to the foregoing  
instrument of writing to be their hand writing & signatures —  
Given to before me this 16 March 1802. Daccolotto Esq. S. C.  
State of South Carolina

To all to whom these presents may concern James -  
Hasell Ancrum of Charleston in the State aforesaid Esquire  
sends Greeting, Whereas a marriage is intended to be shortly  
had and solemnized between the said James H. Ancrum and Jane  
Washington the Daughter of the Honorable William Washington  
and Jane Reily his wife of Charleston aforesaid and whereas -  
previous to the intermarriage of the said William Washington  
and Jane Reily his wife the said William Washington be-  
came held and bound unto Thomas Ferguson, John Barker  
and John Ward of the State aforesaid in and by a certain  
Bond or obligation bearing date the seventeenth day of  
April in the year of our Lord one thousand seven hundred  
and eighty two, in the penal sum of sixty five thousand  
Dollars, with a Condition thereunder written reciting  
that a marriage was shortly to be had and solemnized  
between the said William Washington and Jane Reily  
(the only Daughter and heiress at Law of Charles Elliott  
late of St. Paul's Parish in the State aforesaid Deceased)  
who was intitled under the Will of her said Father to a  
majority of all his personal property, but no division thereof  
had then been made, and that whereas the said William  
Washington on his intermarriage with the said Jane  
Reily would have become intitled to her share of the said  
personal estate, but that he had agreed that the same -

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