

151. together with the issue of the female slaves belonging thereto to be settled and secured unto the said Thomas Ferguson, John Parker and John Ward their Heirs Executors and Administrators In Trust and to and for the use and benefit of them the said William and Jane Reily during their joint lives and the life of the longest liver of them and from and immediately after the death of the survivor of them the said William and Jane Reily their in trusts and to and for the use of all and every the issue of the Body of her the said Jane Reily by the said William or any future husband (in case she should survive the said William and marry again and have issue by such second marriage) their Executors Administrators and Assigns for ever, but that if it should so happen that there should be no issue living at the death of the survivor of them the said William and Jane Reily that then such survivor should and might dispose of the Estate so to be settled and secured to such person and persons and for such Estate and Estates as to him or her should seem meet, and that the said William Washington should as soon after his Marriage with the said Jane Reily as the division could be made of the said personal Estate by good and sufficient Deeds Conveyances and assurances in the Law settle and secure the same to the said Thomas Ferguson John Parker and John Ward their Heirs Executors and Administrators in such manner and to and for such uses intents and purposes as therein before recited as will more fully and particularly appear in and by the said Bond reference being had to it and which is duly recorded in the Office of the Secretary of the said State, and whereas the marriage between the said William Washington and the said Reily did accordingly take effect, and there is at present no other issue of the said Marriage but a son and their said Daughter James Now know all men by these presents that in prospect and in consideration of the said intended Marriage to be had between the said James H. Annum and the said Jane Daughter of the said William and Jane R. Washington and the personal Estate to which she is or may be entitled by virtue of the said Marriage Bond or settlement between her the said Father and Mother he the said James H. Annum hath covenanted promised and agreed and doth hereby for himself his Heirs Executors Administrators covenant promise and agree to and with the said William Washington his Executors Administrators and Assigns

152. Assigns that all and every such parts share and proportion  
of the said moiety of the said personal Estate which was of the  
said Charles Ellisth mentioned in the above recited Bond and  
settled or agreed to be settled by the said William Wicksington  
upon his Marriage as aforesaid and which said Daughter  
Jane shall or may take or receive or to which she may  
be entitled under or by virtue of the said stipulations  
agreements and trusts in the above recited Marriage  
Bond set forth and contained together with the issue of the  
female negro Slaves thereto appertaining do and shall  
ever be remain and be settled and secured to for and upon  
the trusts uses intents and purposes following that is to  
say in trust and to and for the use and benefit of the said  
James H. Ancreum and the said Jane his intended wife -  
during their joint Lives and the life of the longest liver  
of them and from and immediately after the death of the  
Survivor of them in trust and to and for the proper use  
and benefit of all and every the Child and Children of his  
said intended wife Jane by him the said James H. Ancreum  
or by any future husband if she should survive him  
and marry again and have issue by such Marriage  
equally to be divided between such the Children of the  
said Jane there and share alike if more than one -  
and if but one to that one Child their his or her -  
Executors Administrators and Assigns for ever, and  
if any Child or Children of the said Jane should  
die before her and before the contingency upon which  
such Child or Children might be entitled to take  
their his or her part or share as aforesaid and should  
leave any Child or Children such Child or Children  
shall stand in the place of and represent the de-  
ceased parent and take if but one and take equally  
to be divided between them if more than one the  
share or part such deceased parent would be en-  
titled to if surviving upon the Contingency aforesaid, and if  
it should happen that there should be no issue living  
at the death of the Survivor of them the said James H. Ancreum  
and the said Jane his intended wife that then the said part or  
share of the said personal Estate which the said Jane may

153. have or receive or be entitled unto as above mentioned shall be and remain to and for the proper use and behoof and at the absolute disposal of said Survivor\*, and the said James H. Ancreum for himself his heirs Executors and Administrators doth further promise covenant and agree to and with the said William Washington his heirs Executors Administrators and Assigns that he the said James H. Ancreum his heirs Executors and Administrators and all persons lawfully claiming under him or them shall and will at any time hereafter upon the reasonable request of the said William Washington his heirs Executors Administrators and Assigns make do and execute or cause and procure 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 these presents and for the further better and more perfect conveying settling and assuring all and singular the property hereby secured and settled or intended to be secured and settled as aforesaid to for and upon the trusts uses intentions and purposes aforesaid according to the true intent and meaning of these presents, as by the said William Washington his heirs Executors Administrators or Assigns or his or their Counsel learned in the law shall be reasonably devised advised or required, In witness whereof the said James H. Ancreum hath hereunto set his hand and seal on the fourteenth day of November in the year of our Lord one thousand eight hundred and one James Hasell Ancreum (sd) sealed signed and Delivered in the presence of us James Reid Pringle Josiah Taylor, Charleston. James Reid Pringle made oath he was present and saw James Hasell Ancreum sign seal and so his act and Deed deliver the within Instrument of writing to and for the uses and purposes therein and that he signed his name as a witness to the same, Sworn before me this 19<sup>th</sup> March 1802 Isaac Mott Dart J<sup>r</sup>  
Recorded 19<sup>th</sup> March 1802

South Carolina

This Indenture Quadrupartite made the twenty fifth day of March in the year of our Lord one thousand eight hundred and two, and in the twenty sixth year of the Sovereignty and Independence of the United States of America, Between D<sup>r</sup> Edward Brailsford of Charleston in the State aforesaid of the first part, Elizabeth Charlotte



155 sue and her Child Kate, Kester and her Child Bella, Ann with  
her Child Sens, Sarah and her Child Pompey, Sussey, Nancy and  
her Child Bram, Nub and her Child Affey, Nancy, Minnda, Dinah  
Sibbe, Pegge, Mrs. Dixey, Toby, Peter, Aaron, Sarsen, old Flora,  
Joe, big Lena, Rhiner, Ratley, Diddy, Sampson, Cyrus, Bloo -  
dittle Willy, old Befey, little Dido, old Jack, Maryann, Sindy  
Page, little Rose, Ned, Luky, old Dido, Dalley, Sarah, Sumner, Jane, Primm  
Hannah, Mingo, little Amey, little Binah, little Titus, Teaty, Peale, April  
big Rose, Abagab, Scipio, Sandy, Katy, Hercules, Jerry, Muey, Johnne, big  
Ober, Amey, Nelly, Bella, Adam, Dinah, Betty, Bley, Carolina, Sucey, Big  
Jimmy, Molly, Abram, Bristol, old Titus, Beck Harper, Rachel, January  
Wally, Judy, Isaac, Bob, old Sally, Flora, dimus, Abel, hair, little  
Jack, little Sally, Tommy, Nelly, Big Binah, little Jimmy, old Willy,  
little Flora, Nepey, little Ober, Goliath, Charlotte, Frank, little  
Denah little James, Affey, Fanny, Maria, Jupiter, Daphne, Flander  
Bram, and Cesar, That in consideration of a Marriage then intended  
to be shortly had and solemnized by and between the said William Moul-  
trie the Younger and the said Hannah Ainslie all the aforesaid Real  
and Personal property was released and conveyed to the said Thomas -  
Perguson and John Parker and their heirs and assigns for ever, In Trust  
and to for and upon the special uses and purposes following to wit,  
In Trust to the use of the said Hannah Ainslie until the said Marriage  
should take effect, that from and after the solemnization of the  
said Marriage, then to the Joint use of the said Hannah Ainslie and  
William Moultrie Junior her intended husband during their  
joint lives, that from and after the death of either of them the  
said Hannah Ainslie and William Moultrie Junior leaving Issue then  
In Trust to and for the use of the survivor of them during his or her  
life, and that from and after the death of such survivor, then to  
the use of such Child or Children of the said William Moultrie  
Junior on the Body of the said Hannah Ainslie to be begotten as should  
be then living and to his heirs and assigns absolutely, and for ever,  
as by the said Deed or Marriage Settlement now duly of record in the  
Office of the Secretary of State in the City of Charleston reference be-  
ing thereunto had will more fully appear, And whereas the said  
intended Marriage did duly take effect, and there was born and  
now living of the said Marriage two Children whereof the said  
Elizabeth Moultrie party to these presents is one, And where-  
as the said William Moultrie Junior hath departed this  
life

156 life and the said Hannah Moultrie his wife hath and still doth survive him, whereby the said Hannah Moultrie became entitled to the use of the aforesaid two several Plantations and all the aforesaid Negro Slaves during the term of her natural life as Survivor under and by virtue of the said Marriage Settlement in manner and form as aforesaid, But nevertheless the said Hannah Moultrie hath delivered over to her son William Moultrie now called William Moultrie Junior a certain number of the aforesaid Negro Slaves, and are given and conveyed to him in and by a certain Memorandum or Deed of Gift bearing date the twenty fourth day of March one thousand eight hundred and two, and hath also delivered over to her Daughter the said Elizabeth Moultrie party to these presents, and actually put her in possession of certain others of the aforesaid Negro Slaves - - being in number twenty four and are by name as is expressed and set down in a Schedule thereof hereunto annexed pursuant to the directions of the Act of the Legislature in such cases made and provided and are also given and conveyed to her in and by the same Memorandum or Deed of Gift, retaining to her sole use as Survivor aforesaid the whole of the aforesaid lands and premises and the remaining part of the Negro Slaves as aforesaid during her natural life, to which remainder of the aforesaid Negro Slaves as also the aforesaid two Plantations or Tracts of Land (from and after the death of the said Hannah Moultrie Survivor as aforesaid) they the said William Moultrie Junior and Elizabeth Moultrie party hereto, will be justly entitled, equally to be divided, as by the said in part recited Marriage Settlement is limited and declared, and whereas a Marriage by Gods permission is shortly intended to be had and solemnized between the said Edward Brailsford and the said Elizabeth Moultrie, And whereas it hath been agreed between the said Elizabeth Moultrie and the said Edward Brailsford (testified by his being becoming party hereto and sealing and delivering these presents) previously to the said intended Marriage and by and with the consent and approbation of the said Hannah Moultrie (testified by her becoming party hereto and sealing and delivering these

157. presents) that the negro slaves mentioned in the Schedule here-  
unto annexed, and a Moiety of the aforesaid Plantations or  
Tracts of Land together with a Moiety of the remainder of the  
aforesaid negro Slaves to which she the said Elizabeth Moultrie  
will become entitled as aforesaid from and after the death of  
the said Hannah Moultrie should by the said Elizabeth Moultrie  
be granted released, bargained sold and transferred unto the  
said William Moultrie Senior, Doctor James Moultrie & Solomon  
Segare their Heirs Executors Administrators and Assigns to for and  
upon the several uses and subject to the trusts intents and pur-  
poses in such manner as is herein after mentioned limited  
expressed and declared of and concerning the same, Now  
therefore for the purpose of effecting the views and intentions  
aforesaid, Now this Indenture Witnesseth that for  
the purpose of settling the negro Slaves mentioned in the Schedule  
hereunto annexed according to the agreement and true intent and  
meaning of all the parties to these presents, and for and in consider-  
ation of the said intended marriage and also in consideration of one  
Dollar to them and each of them the said Elizabeth Moultrie & Hannah  
Moultrie in hand by the said William Moultrie the Elder, James Moul-  
trie and Solomon Segare well and truly paid at or before the  
sealing and delivery of these presents, the receipt whereof they the  
do hereby acknowledge, and for divers other good and valuable  
considerations them and each of them hereunto especially  
moving (by and with the knowledge consent privity and approba-  
tion of the said Edward Brailsford her said intended husband testi-  
fied by his being party hereto and sealing and delivering these  
presents) they the said Elizabeth Moultrie and Hannah Moultrie  
have bargained and sold and by these presents, do bargain and  
sell and in plain and open Market deliver unto the said William  
Moultrie, James Moultrie and Solomon Segare and the Survivors  
and Survivor of them his Executors Administrators and Assigns all and  
singular the negro Slaves in the Schedule hereunto annexed (be-  
ing in number twenty four) together with the present and future  
issue and increase of the females, To have and to hold all &  
singular the above mentioned negro Slaves and the present and  
future issue and increase of the females unto them the said  
William Moultrie James Moultrie and Solomon Segare &  
the Survivors and Survivor of them and the Executors

Administrators

158 Administrators and Assigns of such survivor, to and upon the special trusts and confidence intents and purposes hereinafter mentioned and expressed of and concerning the same that is to say, In Trust for her the said Elizabeth Moultrie her Executors Administrators and Assigns until the solemnization of the said intended Marriage & from (and after the solemnization thereof, In Trust to permit the said Elizabeth Moultrie and Edward Brailsford for & during the term of their joint lives to have take and receive the profits labor use and employment of the said Slaves to their joint use and behoof or that the said Trustees, apply the rents and profits thereof in such manner and to such intents and purposes as they the said Edward Brailsford and Elizabeth Moultrie shall jointly direct during the said term; and from and immediately after the death of either of them the said Edward Brailsford and Elizabeth Moultrie leaving issue alive of the said Marriage, then In Trust to permit the survivor (which soever may survive) for and during the term of the natural life of such survivor to have take and receive the profits labor use and employment of the said Slaves to his or her proper use and behoof or that the said Trustees apply the rents and profits thereof in such manner and to such intents and purposes as the said Survivor shall direct for and during the term of his or her natural life, But in case that on the death of either of them the said Edward Brailsford and Elizabeth Moultrie there should be then at the time of such death no issue of the said Marriage living, then In Trust and to and for the use of the survivor (whosoever may be) of them the said Edward Brailsford and Elizabeth Moultrie and to his or her Executors Administrators and Assigns for ever and that freed and discharged of and from all further and other gifts grants uses trusts limitations and appointments whatsoever of or concerning the same or of any part thereof, but in the event of the death of the said Elizabeth Moultrie before the said Edward Brailsford leaving issue alive of the said Marriage, then to the said Edward Brailsford during his natural

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150 life as aforesaid, and from and immediately after the death of the said Edward Brailsford, Then In Trust to and for the equal use benefit and behoof of the issue of the said intended marriage (and the Representatives of such of the issue as may be deceased they taking amongst them a Parents share) to be equally divided, and held in severally to themselves their Executors Administrators and Assigns for ever, But in case the said Elizabeth Moultrie should survive the said Edward Brailsford then from and immediately after the death of the said Elizabeth Moultrie, two third parts of the aforesaid Negro Slaves, with the present and future issue and increase of the females, In Trust to and for the equal use benefit and behoof of the issue of the Body of the said Elizabeth Moultrie (and the Representatives of such issue of her the said Elizabeth Moultrie as may be deceased, they taking amongst them a Parents share) equally to be divided and held in severally to themselves their Executors Administrators and Assigns for ever, And the remaining one third part thereof In Trust to and for the use benefit and behoof of such person or persons as she the said Elizabeth Moultrie shall or may in and by her last will and Testament or by any Deed or writing under her hand and seal purporting to be her last will and Testament or by any legal Deed of Gift or Conveyance during her survivorship under her hand and seal duly executed, absolutely and for ever or upon any trusts, limitations or appointments in her discretion, give and bequeath limit, appoint or convey, and that in as full and ample a manner as if this Indenture had not been made, And this Indenture further witnesseth that they the said Elizabeth Moultrie and Hannah Moultrie for the considerations aforesaid and also for and in consideration of the further sum of one Dollar to them and each of them in hand paid by the said William Moultrie, James Moultrie and Solomon Degare at or before the sealing and delivery of these presents the receipt whereof the said Elizabeth Moultrie and Hannah Moultrie do hereby acknowledge (and by and with the knowledge consent privity and approbation of the said Edward Brailsford her said intended husband testified as aforesaid) have granted bargained sold aliened released and confirmed and by these presents do grant bargain sell alien release and convey and confirm unto the said William Moultrie, James Moultrie and Solomon Degare and

160 to their Heirs and Assigns an undivided Moresy of all those  
several Plantations or Tracts of Land in the Parishes of Saint  
George Dorchester and Saint John on Santee River above -  
described as aforesaid, together with all Houses Out Houses  
edifices ways paths waters water Courses Profits em-  
-luments Releasements rights members and Appurtenances  
thereon standing or being or thereunto belonging or in -  
any wise appertaining; and the Reversion and Reversions  
Remainder and Remainders, Rents Issues and Profits of  
-ell and singular the hereby granted and released pre-  
-mises, and also all the right Estate title interest pro-  
-perty claim and demands whatsoever both at Law and  
in Equity, of her the said Elizabeth Moultrie or of any other  
person or persons in trust for her or which she now hath in  
-expectancy or hereafter shall or may have or become  
-entitled to absolutely on the death of her Mother the said  
Hannah Moultrie or in any wise howsoever of into or out  
of the hereby granted and released hereditaments and pre-  
-mises with the appurtenances and every part and par-  
-cel thereof, To have and to hold the said Moresy of the  
-aforesaid several Tracts of Land and premises herein  
-intended to be granted and released with their and every  
of their Appurtenances unto the said William Moultrie  
James Moultrie and Solomon deare their Heirs & Assigns  
to for and upon the several uses trusts intents and purposes  
and subject to similar powers and authority as are before  
above in and by these presents to her the said Elizabeth  
Moultrie given and reserved and subject to the several  
provisoes limitations and agreements hereinbefore men-  
-tioned limited expressed and declared of and concerning  
the same, and also subject of in and to the life Estate of  
the said Hannah Moultrie in and to the aforesaid several  
-Plantations or Tracts of Land as is <sup>above</sup> in and by the aforesaid  
-said in part recited Deed of Marriage Settlement limited  
and declared in manner and form aforesaid, And This  
Indenture also further witnesseth that for  
the purpose of settling the undivided Moresy or half  
part of the remainder of the aforesaid Negro Slaves to which  
she the said Elizabeth Moultrie will become entitled on

161 the death of her Mother the said Hannah Moultrie (but in and to  
the use of which she the said Hannah Moultrie is entitled for  
and during the term of her natural life as aforesaid) according  
to the agreement true intent and meaning of all the parties  
hereto and for the considerations aforesaid, and also for and in  
consideration of the further sum of one Dollar to the said  
Elizabeth Moultrie and Hannah Moultrie in hand by the said William  
Moultrie, James Moultrie and Solomon Segare well and truly paid  
the receipt whereof is hereby acknowledged the said Elizabeth Moul-  
trie and Hannah Moultrie by and with the knowledge privity con-  
sent and approbation of the said Edward Brailsford testified as  
aforesaid, have bargained and sold and by these presents do bar-  
gain and sell and in plain and open Market deliver unto the said  
William Moultrie, James Moultrie and Solomon Segare and the  
Survivors and Survivor of them his Executors Administrators and  
Assigns, An undivided Morety or half part of all the aforesaid  
remaining Negro Slaves as aforesaid, together with the present and  
future Issue and increase of the females to have and to hold  
all and singular the aforesaid undivided morety or half part  
of the remainder of the aforesaid Negro Slaves and the present and  
future Issue and increase of the females unto them the said  
William Moultrie, James Moultrie and Solomon Segare and the  
<sup>and Survivor</sup> Survivors of them and the Executors Administrators and Assigns of such  
Survivor, <sup>and upon</sup> to have ~~and~~ to hold the several uses trusts intents and  
purposes and subject to similar powers and authority as are above  
in and by these presents to her the said Elizabeth Moultrie given  
and reserved reserved and subject to the several provisos limita-  
tions and agreements hereinbefore mentioned limited expres-  
sed and declared of and concerning the same and also subject to  
of and in the life Estate of the said Hannah Moultrie in and to the aforesaid  
said residue and remainder of all the afore mentioned Negro Slaves as  
also above in and by the aforesaid in part recited Deed of Marriage  
Settlement limited and declared in manner and form aforesaid,  
Provided always and it is hereby expressly declared and agreed  
by and betwen all the parties that in case there should be a ne-  
cessity or proper occasion at any time during the said coverture  
or during any of the terms for which the aforesaid trusts are created  
and the said Edward Brailsford and Elizabeth Moultrie  
should jointly require (or the Survivor should require) that any

162 of the aforesaid twenty four negro Slaves mentioned in the  
Schedule hereunto annexed should be sold and disposed  
of or exchanged, or that at any time from and after the  
death of the said Hannah Moultrie they the said Edward  
Brailsford and Elizabeth Moultrie should also jointly require  
(or the Survivor should require) that the moiety of the  
aforesaid undivided Land and the undivided moiety of  
the remainder of the aforesaid negro Slaves in and to which  
she the said Elizabeth Moultrie will become entitled on  
the death of her Mother as aforesaid, should also be sold and  
disposed of or exchanged, that then and in such case  
the said William Moultrie James Moultrie and Solomon  
Legare and the Survivors and Survivor of them, or the Exe-  
cutors Administrators and Assigns of such Survivor shall  
sell and dispose or exchange the same, as the case may be) or  
any part thereof as shall from time to time become or be  
necessary or proper as aforesaid and with the Monies aris-  
ing from such sale purchase other Lands or Negro Slaves  
or other Real or Personal property in lieu thereof (which said  
Lands or Negro Slaves, or other property Real or Personal, if  
purchased therefrom, and if not the Monies arising or to  
arise from any such sale or sales as may be made as aforesaid, or any other property Real or Personal, acquired by  
means of exchanging the said premises) and from and  
immediately after such sale or exchange the same shall  
be annexed in a Schedule to these presents and the same  
also to have and hold and remain and be subject to the  
same uses trusts Limitations intents and purposes as are  
herein before declared expressed and limited of and concern-  
ing the bargained and released premises with the appurte-  
nances, and Negro Slaves herein before granted and released  
bargained sold and transferred, and the said Edward  
Brailsford for himself his Heirs Executors and Administra-  
tors doth hereby Covenant promise grant and agree to and  
with the said William Moultrie James Moultrie and  
Solomon Legare and the Survivors and Survivor of them  
and the Heirs Executors and Administrators of such Survivor  
that from and immediately after the solemnization of the  
said intended Marriage the said William Moultrie, James

163. Moultrie and Solomon Segare and the Survivors and Survivor of them  
and the Heirs Executors Administrators and Assigns of such Survivor -  
shall and may from time to time and at all times hereafter peace-  
ably and quietly enter into have hold enjoy and possess all  
and singular the aforesaid Negro Slaves in the Schedule here-  
unto annexed, and also from and immediately after the death of  
the said Hannah Moultrie the undivided moiety of the aforesaid  
and remaining part of the aforesaid Negro Slaves now undivided as  
aforesaid, so vested in them as aforesaid, nevertheless upon the sever-  
al uses and trusts and subject to the several provisions agreements  
and limitations herein and hereby mentioned declared limited and  
expressed of and concerning the same without any lett suit distur-  
-bance eviction or interruption of him the said Edward Brailsford  
or any person or persons claiming or to claim by from or under  
him his Heirs Executors Administrators or Assigns or by his or their  
means consent privity or procurement, and moreover that  
he the said Edward Brailsford his Heirs Executors and Administra-  
-tors shall and will from time to time and at all times hereafter  
upon the reasonable request and at the Costs and Charges of the  
said William Moultrie James Moultrie and Solomon Segare  
and the Survivors and Survivor of them or the Heirs Executors  
- Administrators or Assigns of such Survivor or any of them make  
do seal and execute or cause or procure to be made done sealed  
and executed all and every such further and other lawful and  
reasonable Act and Acts Thing and Things, conveyances assign-  
-ments and assurances in the Law whatsoever as well for the  
corroborating and strengthening these presents, as also for the further  
and better Conveying Assigning assuring and confirming all &  
singular the Hereditaments and premises slaves and Other pro-  
-perty hereinbefore mentioned and alluded to or intended to be  
herein comprehended so as to give the fullest and most perfect  
efficacy to the true intent and meaning of these presents and of all  
parties thereto as by the aforesaid William Moultrie, James Moultrie  
and Solomon Segare or the Survivors or Survivor of them or the  
Heirs Executors or Administrators of such Survivor or his or their  
Counsel learned in the Law shall justly and reasonably be-  
advised devised or required. In Wit Ness whereof the  
parties to these presents have hereunto interchangeably  
set their hands and seals on the day and in the year first  
above

above written James Moultrie (d) Solomon Segarie (d) y.  
 Hannah Moultrie (d) Will<sup>m</sup> Moultrie (d) C. Braileford  
 (d) Eliza Charlotte Moultrie (d) Sealed and Delivered  
 in the presence of Sarah Elliott Johnston, James H. Air  
 W<sup>m</sup> Johnston, Charleston p. William Johnston made  
 oath he was present and saw James Moultrie, Solomon  
 Segarie, Hannah Moultrie, William Moultrie, Edward  
 Braileford and Eliza Charlotte Moultrie sign seal and  
 as their act and deed deliver the foregoing Instrument of  
 writing to and for the uses and purposes therein mention-  
 ed and that he with Sarah Elliott Johnston & James  
 H. Air signed their names as witnesses thereof. Sworn  
 to before me this 26<sup>th</sup> March 1802. Ance Motta Dat 92.  
 Schedule of the Negro Slaves given and conveyed by  
 Hannah Moultrie to her Daughter the said Elizabeth  
 Moultrie in and by a Deed of Gift and Conveyance dated  
 the twenty fourth day of March one thousand eight hundred  
 and two being part of the Negro Slaves originally compre-  
 hended in the Marriage Settlement referred to in the with-  
 in Deed or derived therefrom, and which said Negroes are  
 comprised in the within Marriage Settlement and conveyed  
 to the uses intents and purposes therein mentioned & declared  
 4 Jacob and his Wife Jane and their Children Brecia and  
 Emanuel, 2 diddy and her Child Thomas, 1 Charlotte  
 3 Sabinah and her Children Polidore and Betty, 3 Amos  
 and his Wife Nanny and her Sister Tansy a Girl, 1 Hector  
 a Lad, 1 Tom a Lad, 3 Subeter and Betty his Wife and their  
 Child affy, 1 Sally, 1 Susy, 1 Rose a Girl, 1 Hester a Girl, 2 Phebe  
 and her Child Cyuls, total 24. Recorded 26 March 1802

## South Carolina

This Indenture  
 tripartite made this fifth day of April in the year  
 our Lord one thousand eight hundred and two. Between  
 Thomas Hensley of Charleston and State aforesaid of  
 the first part Catherine Barne of the same place and  
 State widow of the second part and James M<sup>c</sup> Tier  
 Coachman of Charleston and State aforesaid of the third  
 part Whereas a marriage by Gods permission is

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165 intended shortly to be had and solemnized, between the said Thomas  
Hardy and Catharine Barre And whereas the said Catharine  
Barre is now possessed of certain sums of money, goods, and Chattels  
and stock in Trade to the amount of four hundred pounds Sterling  
and the said Catharine Barre being so lawfully entitled to said money  
goods, and stock of aforesaid; Now this Indenture witnesseth  
That in consideration of the said intended marriage and to the intent  
that the said several Sums of monies or parcels of Stock of Goods, and  
all profits arising therefrom may be secured and applied upon the trusts  
and to and for the uses intents and purposes hereafter mentioned and  
expressed they the said Thomas Hardy and Catharine Barre do hereby for  
themselves severally and respectively and for their several and respective  
heirs Executors and administrators and not one for the other or for the  
heirs Executors or administrators of the other Covenant Promise  
and agree to and with the said James McTeer his Executors  
and Administrators That they the said Thomas Hardy and  
Catharine Barre respectively shall and will within an five  
Days next ensuing the date of these presents in due form well  
and sufficiently transfer, and assign the several Sums  
of money Stock and Goods which the said Catharine Barre  
is now in possession of to the said James McTeer his Executors  
Administrators and Assigns And it is hereby declared, concluded  
and agreed by and between the said parties to these presents  
that the said several sums of money, Stock, Goods & Chattels  
so transferred, and assigned shall be and remain in the said  
James McTeer, his Executors, Administrators  
and Assigns Upon And under and subject unto liableness  
to the several trusts uses intents and purposes hereinafter  
expressed that into pay of the said monies, Stock of Goods and other  
Chattels in trust for the said Catharine Barre her Executors admin-  
istrators or Assigns until the said intended marriage  
shall be solemnized And from and immediately after  
the solemnization of the said intended marriage  
they do hereby will the said several sums of money or  
parcels of goods and Chattels in trust, that the  
said James McTeer his Executors Administrators  
and Assigns shall permit and suffer the said Catharine  
Barre and her Assigns during the term of her  
natural life to have received and take

100 to her and their own proper use and behoof all the  
Interest and other profits which shall during her  
life Accrue, arise, or made by or from the said  
Sums of money, or parcels of Goods and Chattels  
together with all the monies, Goods, Stock Chattels  
aforesaid or any of them and from and immediately  
after the decease of the said Catharine Barre  
That the said Trustee his Executors Administrators  
and Assigns shall transfer assign pay apply or dispose  
of all the said several Sums or parcels of Stock  
Interest or other profits, thereof unto and amongst  
all and every the Sons or Daughters of the said  
Catharine Barre, which she now hath or hereafter  
may have in such parts or proportions and at  
such time or times, and in such manner  
as the said Catharine Barre by her last Will  
and Testament in writing, or by any other  
writing duly executed by her in the presence of two  
or more Creditable Witnesses shall limit direct  
or appoint, the same And in default of such limitation  
direction or appointment, then unto and amongst  
all and every such Child or Children, or the Issue of them  
share and share alike, as she may leave, or be alive at  
her decease, or that she the said Catharine Barre may be  
enient of, and which may be afterwards Born, then the  
said trustee his Executors Administrators or Assigns shall  
do transfer assign, pay apply, dispose of all the said  
several Sums of Money or parcels of Stock, Goods and  
Chattels with the Interest and Profits thereof, to such Child  
or Children, as she the said Catharine Barre may assign  
over or leave too, either by her last Will and Testament, or  
any other Instrument of writing duly executed in her life-  
time. But should the said Thomas Handley survive the  
said Catharine Barre, and there be no Child or Children, or  
any of their Issue alive at her decease, and also no Will  
or any other Instrument of writing under her Hand and Seal  
duly executed, assigning or conveying any of the Monies  
Goods Stock or Chattels of the said Catharine Barre that she  
may be possessed of, then in that case it shall be lawful for

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107 the said James M<sup>r</sup> Teer his Executors or Administrators as Trustee  
aforesaid, to transfer and assign over, all and singular the said  
Maries Goods, Stocks and Chattels of the said Catharine Barne to the  
said Thomas Handey and his Assigns for ever, and the said Thomas  
Handey for the further maintenance and support of the said Catha-  
rine, his intended wife, do covenant and agree, to and with the said  
James M<sup>r</sup> Teer that from and immediately after the solemnization of  
the said intended marriage, that it shall be lawful for the said  
Catharine his intended wife, to carry on the occupation of a sole  
and separate Trader or Dealer in buying selling, bartering ex-  
changing and retailing all such Goods, Wares and Merchandize  
such as are sold, bartered exchanged or retailed in the State of  
South Carolina, in as full and ample a manner to all intents &  
purposes as any sole and separate Trader or Dealer by the Laws,  
Usages and Customs of this State in that case made and provided  
and agreeable to an act of the General Assembly of this State  
giving and granting unto the said Catharine full power and  
authority to assign make over by will or otherwise, all such  
Stock Estate or Effects together with all the Profits thereof, that  
she may acquire, by her sole and separate dealing after the  
solemnization of the said intended Marriage to any person or  
persons she shall think proper and expedient, and the said  
Thomas Handey further Covenants and agrees to and with  
the said James M<sup>r</sup> Teer Trustee for the said Catharine that he  
will perform all and singular the Covenants and Agreements  
herein expressed and every other part of the Articles more par-  
ticularly mentioned in the Deed of Incederthip and which  
is not specially particularized in this Instrument of writing  
under a Penalty of one thousand Guineas, In witness  
whereof all the Parties within Names have set their hands and  
Seals the day and year first above written. Tho<sup>s</sup> Handey RB  
Catharine Barne RB James M<sup>r</sup> Teer RB Sealed & delivered in the  
presence of W<sup>m</sup> H<sup>m</sup> Torrans Danl<sup>l</sup> M<sup>r</sup> Sumner Charleston William H<sup>m</sup>  
Torrans made oath he was present & saw Thomas Handey Catha-  
rine Barne & James M<sup>r</sup> Teer sign seal and as their act & deed  
delivered the within Instrument of writing to and for the uses &  
purposes therein mentioned and that he with Daniel M<sup>r</sup> Sumner  
replied their Names as Witnesses to the same sworn to before  
me this 2 April 1802. Isaac Motte Deput<sup>y</sup> RB Recorded 3 April 1802

South Carolina Knows all Men by these presents that Paul  
 Tracie of the State aforesaid am held and firmly bound and  
 obliged unto Thomas Shubrick of the same place in the full &  
 just sum of Ten thousand pounds Sterling Money of the State  
 aforesaid to be paid to the said Thomas Shubrick or to his certain  
 Attornies Executors Administrators or Assignes to which payment  
 well and truly to be made ~~and~~ I bind myself my Heirs Exec-  
 cutors and Administrators jointly by these presents sealed with  
 my Seal & date this 14th day of January in the year of our  
 Lord one thousand eight hundred and Two. Whereas a marriage  
 is intended to be shortly had and solemnized between the said  
 Paul Tracie and Sarah Alicia daughter of the said Thomas Shubrick  
 And the said Paul Tracie in prospect & consideration of the  
 said intended marriage hath agreed to charge his Estate  
 with payment of Five thousand pounds Sterling Money of  
 the State aforesaid upon the condition & to the use following  
 VIZ the condition of the foregoing Obligation is such  
 That if the Heirs Executors or Administrators of the said  
 Paul Tracie do and shall within Twelve Months after his  
 decease, in case the said intended marriage shall take  
 effect and the said Sarah Alicia shall survive the said  
 Paul Tracie well and truly pay or cause to be paid unto  
 the said Thomas Shubrick his Executors or Administrators  
 in Full & to Lfor the sole & absolute use & behoof of the  
 said Sarah Alicia her Executors or Administrators the  
 sum of Five thousand pounds without fraud or further  
 delay then the said Obligation to be void and of no effect  
 or to remain in full force and virtue - P Tracie JTB  
 Sealed & delivered in presence of us M Juvenc Del  
 Heath. Matthew Irvine made oath he was present  
 saw Paul Tracie sign seal & as his Act & deed deliver the  
 within Bond to Lfor the uses & purposes therein mentioned and  
 that he signed his name as a Witness to the same. Sworn to  
 before me this 14<sup>th</sup> day 1802. Isaac Matto Dicks & Co. Recorded  
 14 May 1802

South Carolina This Invention Supersede made the Twenty three  
 day of December one thousand eight hundred One Between  
 Maryanna Dickenson of the one part Said Bunch of the other  
 part & Stephen Shrewsbury of the third part. Whereas a  
 marriage -

109 is intended to be had and solemnized between the said James Bunce and  
Mary Ann Dickinson And whereas the said Mary Ann Dickinson is lawfully  
entitled to Eleven <sup>Bank</sup> Shares in Bank of South Carolina to the amount or  
value of four hundred & ninety five dollars Now this Indenture Wit-  
nesseth that in Consideration of the said Intended marriage and to  
the Intent that the said Eleven Bank Shares or Stock & the dividends and  
profits thereof may be secured and applied upon the Trusts and to and  
for the Uses Intents & purposes hereinafter mentioned she the said Mary  
Ann Dickinson hath in due form well & sufficiently transferred &  
Assigned in the respective Books kept for that purpose the said  
Eleven Bank Shares or Stock of the said Bank of South Carolina and  
all her right and Title thereto unto the said Stephen Shrewsbury his  
Executors Administrators and Assigns. And it is hereby concluded  
and agreed by and Between all the said Parties to these presents that  
the said Eleven Bank Shares or Stock so transferred & Assigned and all  
the dividends and profits thereof shall be and remain in the  
said Stephen Shrewsbury his Executors Administrators & Assigns  
upon and under and liable to the Trusts Uses Intents Purposes  
and Agreements hereinafter expressed that is to say in Trust  
for the said Mary Ann Dickinson until the said Intended mar-  
riage shall be so solemnized, & from & immediately after the  
Solemnization of the said Intended Marriage then in Trust  
that the said Stephen Shrewsbury his Executors Administrators  
& Assigns shall & will from time to time permit & suffer the  
said Mary Ann Dickinson & her Assigns to receive all the Interest  
Dividends Profits and other produce whatsoever to be had or  
made of the Eleven Bank Shares or Stock so transferred to him the  
said Stephen Shrewsbury as aforesaid the same to go and be to and  
for the Use separate personal and peculiar Use Benefit & disposal  
of her the said Mary Ann Dickinson & her Assigns during her  
Life and not to be paid to the said James Bunce her Intended Hus-  
band or as he shall appoint, but to be paid to the proper hands  
of her the said Mary Ann Dickinson or to such other Persons as she  
shall by any Writing notes or standing her boventure deed appoint  
and that the same or any part thereof shall not in anywise  
be subject to the disposal controul Engagements debts or Incum-  
brances of the said James Bunce her intended Husband & from  
and after the death of the said Mary Ann Dickinson then the  
Trust and Benefit of the said eleven Bank Shares or Stocks shall  
be

be and remain for such Person or Persons upon such Conditions,  
 manner and form or to for or upon such Trusts Interests and  
 purposes as she the said Mary Ann Dickenson or notwithstanding  
 her coverture or whether covert or Discoverd shall by any deed  
 Writing or last Will to be by her sealed and delivered in the  
 presence of two or more credible Witnesses which deed Writing or  
 Will she the said Mary Ann Dickenson is hereby and by the said  
 David Bunce her said intended Husband enabled and empowered  
 to make give direct limit & appoint and it is hereby further  
 declared and agreed by & between the parties to these presents  
 that in case the said Mary Ann Dickenson shall be minded  
 to have the said Eleven Bank Shares or Stock or any part thereof  
 sold & the money arising from the sale thereof vested in any  
 other Stock or Funds or placed out upon any security public or  
 private or laid out in the purchase of any Real or personal  
 Estate & shall signify such her intention in Writing signed  
 by her in the presence of two or more Witnesses, that then  
 the said Stephen Shrewsbury his Executors Administrators &  
 assigns shall accordingly sell and dispose of the said  
 Eleven Bank Shares or Stock or any part thereof & invest  
 place lay out or dispose of the money arising by the sale  
 thereof in the purchase of such other Stocks or Funds and  
 Securities or in the purchase of any Real or Personal Estate  
 or in such other manner as the said Mary Ann Dickenson  
 shall by such Writing subscribed and attested as aforesaid  
 direct order & appoint & which said other Stock Funds Se-  
 curities Real or Personal Estate or to be bought with the said  
 money when so purchased by the said Stephen Shrewsbury  
 shall be transferred assigned conveyed sold & assigned so  
 and in such manner as that the dividends Interest &  
 Profits thereof may remain continue be applied & disposed  
 of to for and upon the same Trusts Uses Interests & purposes  
 as the said eleven Bank Shares or Stock and the dividends  
 Interest & profits thereof are herein before directed ~~ordered~~  
 ordered limited and appointed to go be applied and disposed  
 of or as near the same as may be, and that in all respects  
 according to the true intent & meaning of these presents.  
 In Witness whereof the said Parties have hereunto set  
 their hands & seals on the day and year above written.

171 Mary A. Dickinson & Stephen Shewsbury & Jared Bunce & signed  
sealed and delivered in our presence five words being first erased  
with red Ink & the Words Husband Intertined - <sup>Shewsbury</sup> ~~Intertined~~  
Francis Dickinson. Charles to say Francis Dickinson made Oath he  
was present & saw Mary A. Dickinson & Jared Bunce & Stephen Shewsbury  
sign seal & then act & deed deliver the within Instrument of.  
containing to & for the Uses & purposes therein mentioned and that  
he signed his Name as a Witness to the same - Sworn to before me  
this 17 May 1812 Isaac Colton Clerk of the Court. Recorded 17 May 1812

State of South Carolina of this Indenture made the Twentieth day of  
May one thousand eight hundred and Two, Between John Drayton of  
the State aforesaid Esq<sup>r</sup> & Hester Rose his Wife of the one part and Hugh  
Rose Esq<sup>r</sup> of the said State of the other part, Witnesseth that the said John  
Drayton Esq<sup>r</sup> & Hester Rose his Wife for and in consideration of the sum of  
five Shillings, <sup>current money of the said State</sup> to them in hand paid well and truly paid by the said Hugh  
Rose, at and before the sealing and delivery thereof (the receipt whereof  
is hereby acknowledged) have bargained and sold, and by these presents  
do bargain and sell unto the said Hugh Rose his Executors, Administra-  
tors and assigns all the share or part of the Real Estate of the said  
Philip Drayman - mentioned in the Marriage Articles of the said John  
Drayton & Hester Rose his Wife as yet undivided, to which the said  
Hester Rose Drayton is entitled by virtue of her Father Philip Drayman  
Esq<sup>r</sup> last Will and Testament - Together with all and singular  
the Gardens, Orchards, Fences, Ways, Wells, Waters, Waters Courses, Incu-  
ments Profits Commodities Advantages Emoluments Hereditaries  
and Appurtenances whatsoever to the said real estate  
belonging or in any wise appertaining, & the Reversion  
and Reversions Remainders and Remainders thereof  
and every part & parcel thereof to have & to hold the  
said real estate & all & singular other the premises  
herein before mentioned, and intended to be hereby  
bargained and sold & every part & parcel thereof  
with their & every of their Appurtenances unto the said  
Hugh Rose in trust according to the tenor of said  
Marriage Articles - his Executor Administrators & assigns  
from the Day next before the Day of the Date of these  
presents, for & during the full time & unto the full  
end & term of <sup>one</sup> whole year, from thence next ensuing  
& fully to be completed & ended & yielding & paying

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therefore unto the said John Drayton & Hester  
 Rose his wife their Executors Administrators the  
 Assigns Rent of one Indian Corn on the last  
 Day of the said Term, if the same shall be  
 lawfully demanded. So the intent & purpose that  
 the said Hugh Rose by Virtue hereof & by force  
 of the Statute for transferring of Uses in Possession may  
 be in the actual Possession of the Premises herein  
 before mentioned, & Intend to be hereby bargained  
 & sold, & every part & parcel thereof with their &  
 every of their Appurtenances, & may be hereby  
 enabled to accept & take a grant & Release of the  
 Reversion & Inheritance of the same, to him and his  
 Executors Administrators and Assigns to for & upon  
 such uses intents & trusts as shall be therein inserted  
 & for no other purpose whatsoever. In witness  
 whereof the said Parties to these presents have  
 hereunto ~~and~~ interchangeably set their hands & Seals  
 the day & year first above written. John Dray-  
 ton (Hester Rose Drayton) sealed & delivered  
 in the presence of Philip Sidyman & Susan  
 Sidyman. Charleston's Philip Sidyman make  
 oath he was present & saw John Drayton and  
 Hester Rose ~~Sidyman~~ <sup>Drayton</sup> sign Seal & as their act and  
 deed deliver the within Lease to and for the <sup>uses &</sup> pur-  
 poses therein mentioned & that he with Susan  
 Sidyman signed their Names as Witnesses to the same  
 Sporn before me this 24<sup>th</sup> May 1802 Isaac Motte  
 Dart, I Recorded 24<sup>th</sup> May 1802 —  
 State of South Carolina

This Indenture made the twenty first  
 day of May in the year of our Lord One Thousand  
 Eight Hundred & two between his Excellency John  
 Drayton of Charleston in the state aforesaid  
 of the first part Hester Rose his wife  
 of the second part & Hugh Rose Esq<sup>r</sup> of the  
 state aforesaid of the third part. Whereas pre-  
 vious to the solemnisation of the Marriage  
 of the said John Drayton & Hester Rose his

172 Wife then Hester Rose Jidyman (a Daughter  
Legatee & devisee of Philip Jidyman of Charleston  
gentleman deceased) certain articles of agreement  
were executed between the said Parties bearing  
date the fifth day of November Next in the year  
of our Lord One Thousand Seven Hundred & Nine-  
ty four in which it was agreed that as soon  
as the shares or part of the said Hester Rose  
Jidyman of the real & personal Estate of her Fa-  
ther Philip Jidyman could be specifically ascertained  
by a Division that the same should be conveyed, trans-  
ferred & Assigned by the said John Drayton & Hester  
Rose his wife firmly & effectually to the said Hugh  
Rose his heirs Exors Admons & Assigns, In trust  
Nevertheless to and for the several Uses trusts &  
Confidences therein expressed as by reference to the  
said Marriage Articles on record in the Secretary  
Office in this State & recorded in Marriage set-  
tlements Book N<sup>o</sup> 2 page 342 to 346 will more  
fully & at large appear, And Whereas a division  
hath of late been made between the Legatees of the said  
Philip Jidyman as to the Negroes or Slaves of the said  
Philip Jidyman but not of his real, nor of any other  
kind of his personal estate (by reason as to the real estate  
that if it may be more convenient to effect a division  
thereof by way of sale) Upon which division the Slaves herein  
after mentioned were allotted to the said Hester Rose Dray-  
ton. And Whereas also since the said division it  
hath been adjudged & decreed by the Honorable Court of Equity  
of this state in this present Term in a certain bill or  
Cause of the said John Drayton & Hester Rose his  
wife against the said Hugh Rose that in the settle-  
ment or conveyance so intended to be made upon the  
division of the said Estate of the said Philip Jidyman  
deceased a Clause of revocation of uses might be inser-  
ted for the purpose of enabling the said Parties to  
change the Nature of the said trust property as often  
as occasion might require as by reference to the said  
Bill & Answer, and the said decree in the Registers

therefor unto the said John Drayton & Hester  
 Rose his wife their Executors Administrators the  
 Assigns Rent of one Indian Corn on the last  
 Day of the said Term, if the same shall be  
 lawfully demanded. So the intent & purpose that  
 the said Hugh Rose by Virtue hereof & by force  
 of the Statute for transferring of Uses in Possession may  
 be in the actual Possession of the Premises herein  
 before mentioned, & Intends to be hereby bargained  
 & sold, & every part & parcel thereof with their &  
 every of their Appurtenances, & may be hereby  
 enabled to accept & take a grant & Release of the  
 Reversion & Inheritance of the same, to him and his  
 Executors Administrators and Assigns to for & upon  
 such uses intents & trusts as shall be therein inserted  
 & for no other purpose whatsoever. In witness  
 whereof the said Parties to these presents have  
 hereunto ~~set~~ interchangeably set their hands & Seals  
 the day & year first above written. John Dray-  
 ton (Hester Rose Drayton) sealed & delivered  
 in the presence of Philip Tidyman & Susan  
 Tidyman. Charleston's Philip Tidyman made  
 oath he was present & saw John Drayton and  
 Hester Rose <sup>Drayton</sup> sign seal & as their act and  
 deed deliver the within Lease to and for the pur-  
 poses therein mentioned & that he with Susan  
 Tidyman signed their Names as Witnesses to the same  
 Sporn before me this 24<sup>th</sup> May 1802 Isaac Motte  
 Dart, I Recorded 24<sup>th</sup> May 1802 -

State of South Carolina

This Indenture made the twenty first  
 day of May in the year of our Lord One Thousand  
 Eight Hundred & two between his Excellency John  
 Drayton of Charleston in the state aforesaid  
 of the first part Hester Rose his Wife  
 of the second part, & Hugh Rose Esq<sup>r</sup> of the  
 state aforesaid of the third part. Whereas pre-  
 vious to the Solemnisation of the Marriage  
 of the said John Drayton & Hester Rose his

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173 Wife then Hester Rose Jidyman (a Daughter  
 Legatee & devisee of Philip Jidyman of Charleston  
 gentleman deceased) certain articles of agreement  
 were executed between the said Parties bearing  
 date the fifth day of November Next in the year  
 of our Lord One Thousand Seven Hundred & Nine  
 ty four in which it was agreed that as soon  
 as Att.

Mungo Mackay & Wm. Baynard  
 John Mickell Senr & Wm. Wood

Decd & said Hester Rose  
 dated her said Estate of her Pa-  
 23 October 1804 specifically ascertained  
 could be conveyed trans-  
 ferred to the said Hugh  
 Rose, in trust  
 for several Uses trusts &  
 by reference to the  
 order in the Secretary  
 in Marriage set-  
 to 346 will more

Recorded in Secretary of State's  
 office in marriage Settlement Book  
 no. 4. page 478

The Secretary of State will please  
 have a copy of the above marriage  
 Settlement made for as soon  
 as possible for

Ford v. Rose capture  
 13 Aug. 1823

whereas a division  
 Legatee of the said  
 Slaves of the said  
 Nor of any other  
 as to the real estate  
 effect a division  
 the Slaves herein  
 said Hester Rose Dr  
 in said division it  
 noble Court of Equity  
 a certain bill or

... in Drayton & Hester Rose his  
 wife against the said Hugh Rose that in the settle-  
 ment or conveyance so intended to be made upon the  
 division of the said Estate of the said Philip Jidyman  
 deceased a Clause of revocation of uses might be inser-  
 ted for the purpose of enabling the said Parties to  
 change the Nature of the said trust property as often  
 as occasion might require as by reference to the said  
 Bill & Answer, and the said decree in the Registers

Office of the Court will more fully and at larger ap-  
 pear - NOW therefore this Indenture Whereof  
 that in pursuance of the said Articles & in consider-  
 ations of the sum of five shillings to them in hand  
 paid by the said Hugh Rose at or before the Seal-  
 ing & Executing these presents (The receipt whereof  
 is hereby acknowledged) they the said John Dray-  
 ton & Hester Rose his wife, have granted bargain-  
 ed sold released transferred Assign'd & set over  
 and by these Presents do grant bargain sell release  
 transferred Assign & set over unto the said Hugh  
 Rose his heirs Executors & assigns, All the share  
 or part of the real & personal Estate of the said  
 Phillip Idymann mentioned in the Articles of  
 agreement & as yet undivided to which the said Hester  
 Rose Drayton is entitled as also all those the  
 following Slaves which have been allotted to  
 the said Hester Rose Drayton as aforesaid. To Wit,  
 Congaree, Tom, Sarah, Charles, Binah, Mammy  
 Little Tom, Dolly, Fortune, Duaco, Prijs, Kate -  
 Sue, Bonnick, Clarinda, Old Scipio, Melly, Cyrus,  
 Abston, Jack, Little, Sarah, Sally, Boatman, -  
 Thomas, Matthias, Senah, Rachel, Dinah, Rachel,  
 Fatmer, Anthony, Hector, Nancy, Morrice, Harry,  
 Charles, Meds Plymouth Beck Lucy and Charlotte.  
 To have and to hold the said undivided share or  
 part of the said real & personal Estate as also the  
 said Slaves with their future Issue & Increase  
 unto the said Hugh Rose his heirs Executors  
 & assigns for ever. In trust Nevertheless to be  
 the same uses interest and purposes as are expressed  
 in the said Marriage Articles Provided  
 Always that if it shall hereafter appear to the  
 said John Drayton & Hester Rose his wife  
 or the Survivor of them & the said Hugh Rose his  
 heirs Executors & assigns to be most for the  
 advantage of the said John Drayton & the said  
 Hester Rose his Wife or the Survivor of them as  
 the case may be that the whole or any part of

175 The said undivided share or parcel of the said real  
& personal Estate, of the said Slaves should be sold, &  
the Monies arising therefrom be applied or expended in  
the purchase of other property real or personal or both  
then & in such case it shall be lawfull to & for the said  
John Drayton or the said Hester Rose surviving him  
by his or her deed properly executed in the presence of  
two or more Witnesses (The said Hester Rose his wife,  
if done in their Joint life times) & the said Hugh  
Rose his heirs Executors Admons or Assigns, as the case may  
be joining in the same, and to limit & declare any  
~~new use or uses of or concerning~~ signifying as such their  
consent & Approbation to revoke & make void all & every  
the use & uses heretofore limited of or concerning the  
same, & to limit & declare any new use or Uses of or con-  
cerning the same So as upon, and at the time of making  
such revocations & limiting any New or other use or  
uses of or concerning such property the said John Drayton  
by his deed properly executed in the presence of two  
or more credible Witnesses do transfer Assign and  
set over unto the said Hugh Rose his Executors Admons & Assigns  
the monies arising from the sale of the said property  
In trust to and for the use intent & purpose of pur-  
chasing such other property real or personal or both  
as the said John Drayton & Hester Rose his wife, and  
the Survivors of them & the said Hugh Rose his heirs  
Executors Admons & Assigns as the case may be shall <sup>think</sup> most  
for the advantages of the said John Drayton and  
the said Hester Rose his wife or Survivors of them as  
the case may be to be firmly & securely conveyed  
bargained sold transferred assigned & set over by the person  
or persons so selling the same (The said Hester Rose his wife  
if done in their joint life times) & the said Hugh Rose  
his heirs Executors Admons & Assigns or unto the said John  
Drayton his heirs Executors Admons and Assigns to be by  
him fairly & securely conveyed bargained sold  
transferred assigned & set over unto the said Hugh  
Rose his heirs Executors Admons & Assigns according to the  
nature of the property. In trust nevertheless they

as the case may be joining in the same & signifying such their consent & approbation thereto.  
[unto the said Hugh Rose his heirs Executors Admons & Assigns]

176 To and for the same uses Interests & purposes as  
are expressed in the aforesaid Marriage ar-  
ticles Subject however to the same power  
in the said John Drayton of revoking the  
use or uses of the whole or any part of such  
property and of limiting any New use or uses of  
the same in manner already mentioned Provided  
always and it is hereby agreed by & between the  
Parties to these presents that it shall & may be law-  
full to & for the said Hugh Rose his heirs exors -  
admors & assigns trustee & trustees as the case may  
be from time to time, in the first place to deduct re-  
tain & reimburse himself & themselves respectively out  
of the rents issues & profits, produce, & interest of the said  
property so to be conveyed & transferred to him & them  
as aforesaid all such costs & charges as he or they  
shall or may pay expend sustaine or be put to, in or  
about the performance or execution of the several  
trusts, to be in him or them reposed, or in any  
wise concerning the same. In witness whereof  
the said parties have hereunto, and to as deplicate  
hereof set their hands & seals, interchangeably the day  
& year first above written. John Drayton / LS /  
Hester Rose Drayton / LS / Hugh Rose / LS /  
sealed & delivered in the presence of Philip Tidyman  
Susan Tidyman. South Carolina Marsh plantation Jan<sup>y</sup> 21. 1822 the subscribers hereto being the  
devises & heirs under & by virtue of the last will  
and Testaments of Philip Tidyman esq<sup>r</sup> deceased -  
agreeably to the tenor & construction of the said will  
& having met at the place aforesaid, do hereby agree  
each with the other fully absolutely & finally, to  
divide among themselves the personal property of  
negroes belonging to the said estate agreeably unto  
the list hereunto annexed & appraisement according  
to their respective rights under the same hereby  
expressing & confirming by their signatures their  
satisfaction in & assent to the said division. To wit  
Lot No<sup>o</sup> 1 Hester Rose Tidyman now M<sup>rs</sup> John Drayton

177. consisting of the following negroes

George Tom	at £206	Bontemain	at £	220
Sarah	150	Thomas Mathias		170
Charles	60	Jemah		120
Binah	35	Rachel		80
Nancy	20	Dinah		30
Little Tom	210	Rachel		20
Dolly	150	Palmer		145
Fortune	28	Anthony		25
Quaco	210	Hector		70
Orijs	150	Nancy		140
Kate	50	Morris		60
Jus	15	Harry		20
Bornick	160	Charles		25
Blasinda	106	Med		265
Old Scipio	100	Plymouth		213
Nelly	80	Beck		170
Cyrus	106	Lucy		130
Alston Jack	180	Charlotte		20
Little Sarah	150			128
Sally	150			1824
	£2256			2256
				4080

Witness  
Hugh Rose

Hester Tidyman  
John Drayton  
Philip Tidyman  
Hester Rose Drayton

Charles Tomp -  
Philip Tidyman made oath he was present & saw  
John Drayton Hester Rose Drayton & Hugh Rose  
sign seal & as their act & deed deliver the within in-  
strument of writing to and for the uses & purposes  
therein mentioned & that he signed his names with  
Susan Tidyman as witnesses to the same. Sworn  
before me this 24<sup>th</sup> May 1802 Isaac Motte Dist. J.  
Recorded 24<sup>th</sup> May 1802

Stamp) Know all men by these presents that I Moses  
Myers of George Town South Carolina am held and  
firmly bound unto Doct<sup>r</sup> Levi Myers & Isaac Pollock  
in the full & just sum of six thousand Guineas current

173

money to be paid unto the said Levi Myers & Isaac Polock their certain attorney executors administrators & assigns to the which payment well & truly to be made and done. I bind myself my heirs executors & administrators firmly by these presents sealed with my seal & dated this seventeenth day of November in the year of our eighteen hundred & one - Whereas a marriage is about to be had and solemnized between the said Moses Myers and Miss Hannah Polock sister to the said Isaac Polock & the said Moses Myers hath agreed to pay into the hands of the said Levi Myers & Isaac Polock as trustees ~~to~~ the sum of three thousand guineas in a convenient time after the intermarriage aforesaid. to be by them as soon as can be invested in Bank stock in any of the Banks of South Carolina or to be laid out in real estate lying & being in South Carolina aforesaid & held by them & the survivor of them & the heirs executors & administrators of such survivor to and for the following uses & none other that is to say in trust for them the said Moses Myers & Hannah Polock during their joint lives to pay & apply the rents & profits of said real estate or the interest and dividends of said bank stock as the case may be to the joint support and maintainance of them the said Moses Myers & Hannah Polock during their said joint lives as aforesaid & from & after the death of either of them then in trust for the survivor to pay & apply the rents & profits of such real estate or the interest & dividends of such Bank stock to the said survivor during his or her life. and from & after death of such survivor then in trust for the child or children of said Moses Myers begotten on the body of the said Hannah Polock in fee simple and as tenants in common equally to be divided between them share & share alike when they arrive to their respective lawful age or ages. in the meantime to apply so much of the pro =

179 cards thereof as may be necessary to the support & education of such child or children in case of the death of either of them before his or her lawful age as aforesaid without issue lawfully begotten his or her share to survive to the survivor or survivors of them equally to be divided between them share & share alike if with issue as aforesaid then to such issue equally as aforesaid. Now the condition of the above obligation is such that if the said Moses Myers his heirs executors or administrators do & shall well & truly pay or cause to be paid to the said Levi Myers & Isaac Polock or the survivor of them the heirs executor or administrators of such survivor in a convenient time after the intermarriage about to solemnized as aforesaid the sum of three thousand guineas to be applied & used upon the trusts aforesaid then the above obligation to be void else to be and remain in full force and virtue in law Moses Myers signed sealed & delivered in the presence of W M Duncanson John Stewart

District of Columbia County of Washington to wit  
On the twentieth day of April Eighteen hundred & two personally appeared before me a justice of peace in & for the said county William M Duncanson whose signature stands as witness to the annexed Bond and made oath on the Holy Evangelist of Almighty God that he saw Moses Myers whose signature appears to the annexed bond sign seal & deliver the same bond as his act & deed & that he the said William M Duncanson also saw John Stewart the other witness sign his name as witness to said bond in the presence of said Moses Myers & in the presence of himself. Sworn before me Dan Reintzel

District of Columbia Washington County  
I hereby certify that Daniel Reintzel esq. before whom the within affidavit appears to have been made & who hath thereto subscribed his name was at the time thereof a justice of the peace in & for Washington County aforesaid duly commissioned & qualified. In testimony whereof I have hereunto subscribed my name & affixed the seal of my office The twentieth

180 seventh day of April eight hundred and two Uriah  
Forrest Clerk of the Circuit Court of the District of  
Columbia for Washington County  
Recorded the 27<sup>th</sup> day of April 1802 To be Recorded,  
same day recorded in Libel No 84. one of the  
Land Records of Washington County in the District of  
Columbia and Exam<sup>d</sup> by Uriah Forrest Cl.  
Recorded 26<sup>th</sup> May 1802

State of South Carolina.

This Indenture made the twenty fifth  
day of March. In the year of our Lord one thousand  
eight hundred & two and in the Sovereignty and  
Independence of twenty sixth year of the Sovereign  
ty and Independence of the United States of America  
between Joseph Roger the younger of the parish of  
St Bartholomew & state aforesaid & Abigail Mil-  
hous widow formerly the wife of John Milhous the  
younger deceased of the parish of and state aforesaid  
said of the one part and Joseph Roger the elder  
of the parish of St Bartholomew & state aforesaid and  
William Sligh of the parish of St Bartholomew and  
state aforesaid of the other part. Whereas a marriage is  
intended to be shortly had and solemnized between the  
said Joseph Roger the younger and the said Abigail  
Milhous, and whereas the said Abigail Milhous now  
is and the said Joseph Roger the younger upon the  
solemnization of the said marriage will in her right  
be entitled under & by force & virtue of the last will  
and testament of the former husband of the said  
Abigail, John Milhous the younger deceased duly  
made & executed & recorded in the office of the Secretary  
of state at Charleston to a certain share or proportion  
of the personal estate & effects of the said testator John  
Milhous the younger that is to say to one third part  
of all said testator household goods & furniture, and to  
certain other parts or proportions uses benefits and  
profits none derived and during her natural life  
to be enjoyed by her the said Abigail Milhous  
and in her right by the said Joseph Roger the youn-

181 - ger of & from the real and personal estate of the said testator. And whereas also the said Abigail Milhouse is and the said Joseph Roger the younger in her right will be further entitled at law conformably to the laws of the state of South Carolina aforesaid relative to the distribution of the estates of intestates in & by the decease of two of the children of the said Abigail Milhouse and the former husband John Milhouse the younger the testator aforesaid to a certain share & proportion of all the real and personal estate devised and bequeathed by the said testator John Milhouse the younger to the child of the said testator & of the said Abigail Milhouse so deceased in and by the last will & testament of the said John Milhouse the younger as all ready before mentioned bearing date the sixth day of December in the year of our Lord one thousand seven hundred & ninety six. All which said shares & proportions of the real & personal estate of the said testator John Milhouse the younger now due and belonging to the said Abigail Milhouse and which in her right will become due and be belonging to the said Joseph Roger the younger in consequence of the said intended marriage being as yet undistributed and undivided from and amongst the whole collective real & personal estate of the said testator John Milhouse the younger cannot now herein be more particularly and fully set forth and described but all and every which said shares & proportions are herein & hereby intended to be comprehended and included in this said Indenture and whereas it is the wish & intention of the said Joseph Roger the younger to settle upon & secure to the said Abigail Milhouse in the manner herein after mentioned all and every such distributive share or shares proportions or proportions use benefits & profits which the said Abigail Milhouse now holds uses & enjoys or which she may or can derive take use & possess of from and by virtue of the said last will & testament of the aforesaid John Milhouse the younger deceased & of the Abigail Milhouse to a share or proportions of which said child's part of the or

and personal estate of said testator John Milhous  
 the younger <sup>deceased</sup> the said Abigail Milhous has become  
 entitled agreeably to the laws of the state aforesaid  
 regulating the distributions of the estates of intestates.  
 Now therefore in order to carry into effect the wish  
 and intention of the said Joseph Roger the younger  
 and also for and in consideration of ten shillings sterling  
 money by the said Joseph Roger the younger elder  
 and the said William Sleight to the said Joseph  
 Roger the younger and the said Abigail Milhous  
 in hand paid the receipt whereof they do here-  
 by acknowledge This Indenture Witness-  
 sett that they the said Joseph Roger the younger  
 and the said Abigail Milhous have granted bargain-  
 ed sold aliened assigned transferred and set over  
 and by these presents do grant bargain sell alien  
 assign transfer and set over all and every such  
 share or shares proportion or proportions use benefit  
 and profits which the said Abigail Milhous now hold  
 use & enjoys or which she may or can take derive use  
 and possess of from and by virtue of the said will and  
 testament of the aforesaid John Milhous the younger  
 or from by or in consequence of the decease of the said child  
 of the aforesaid John Milhous the younger and Abigail  
 Milhous to share or proportions of which said children's  
 part of the real and personal estate of the said John  
 Milhous the younger deceased she the said Abigail  
 Milhous has become entitled agreeably to the laws  
 regulating the distributions of the estates of intestates of  
 aforesaid and effect within the state aforesaid unto  
 the said Joseph Roger the elder and the said William  
 Sleight and the survivors of them to have and to hold  
 all singular the said premises unto the said Joseph  
 Roger the elder and the said William Sleight and the  
 survivors of them their executors or administrators upon the  
 special trust and confidence following that is to  
 say In trust that they the said Joseph Roger the  
 elder and William Sleight and the survivors of  
 them their executors or assigns shall and will

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from time to time and at all times after the due re-  
 nunciation of the said intended marriages during the joint  
 lives of the said Joseph Roger the younger and the said  
 Abigail Milhous ~~and~~ permit and suffer the said Joseph  
 Roger the younger and the said Abigail Milhous to  
 have take receive use enjoy and possess all and singular  
 the aforementioned premises herein intended and in-  
 cluded to be settled and secured to the aforesaid Abi-  
 gail Milhous by virtue of these presents and upon  
 this further trust that is to say in trust that they the  
 said Joseph Roger the elder and William Sligh or  
 the survivor of them their executors or assigns shall  
 and will from time to time and at all times hereafter  
 suffer and permit the said Abigail Milhous notwith-  
 standing her said intended coverture and free clear  
 and independent of and from the control intermed-  
 dling or hindrance of her said intended husband Joseph  
 Roger the younger at and before the time of his decease  
 should that event take place during the life time of her  
 said intended husband to devise and bequeath all &  
 singular the aforementioned premises herein included  
 and comprehended in such way and manner and to  
 such person or persons uses Intents and purposes as she  
 may chose and by her will under her hand and seal  
 just duly made and executed shall direct and appoint. Unde  
 upon this further trust that is to say that Provided the said  
 Abigail Milhous should survive her said intended hus-  
 band Joseph Roger the younger then & in that case in  
 trust that they the said Joseph Roger the elder and William  
 Sligh or the survivor of them their executors shall  
 and will from time to time and at all times suffer and permit  
 the said Abigail Milhous to take use receive enjoy and possess  
 all and singular the aforementioned premises herein and  
 hereby intended to be included and comprehended to fort  
 upon her own separate use advantage and behoof and such  
 disposition devise and bequest thereof to make as to her  
 the said Abigail Milhous may seem meet and proper  
 and as by her last will and testament under her hand and  
 seal just made and duly executed she the said Abigail

184 Milhous may direct and appoint Provided nevertheless  
left and it is hereby intended and declared to be the  
true intent and meaning of these presents and of the  
parties hereto that they the said Joseph Roger the  
elder and William Sligh shall have full power &  
shall be obliged at the request of the said Joseph  
Roger the younger and the said Abigail Milhous  
in writing first had and obtained to sell and dis-  
pose of to the best advantage all and singular the  
aforementioned premises or any part thereof and  
with the proceeds of such sale or sales disposition or  
dispositions to buy and purchase any other real or per-  
sonal property which said property so purchased and  
bought shall be settled and conveyed in the same  
manner and under the same conditions limitations  
trusts restrictions provisions and powers as are contain-  
ed in this deed and the said Joseph Roger the  
younger and Abigail Milhous for themselves their  
heirs executors & assigns do by these presents cove-  
nant and agree to and with the said Joseph Roger  
the elder & William Sligh and the survivor of them  
their executors and assigns that they the said Joseph Roger  
the younger and Abigail Milhous their executors & assigns  
shall & will at any time hereafter and at their proper  
costs and charges at the request of the said Joseph Roger  
the elder and William Sligh their executors or assigns make  
do acknowledge execute and deliver any such further  
or other deed act thing matter conveyance or assurance  
for the better and more effectually carrying into effect  
the true intent and meaning of these presents as by the  
said Joseph Roger the elder & William Sligh or  
the survivor of them their executors or assigns or their coun-  
sel learned in the law shall be reasonably devised  
advised or required. In witness Whereof The said  
parties to these presents have herunto interchangeably  
set their hands & seals on the day and in the year  
first above mentioned Joseph Roger Junr / L S /  
Abigail Milhous / L S / Sealed and delivered in the  
presence of Francis M. Hugh Anth<sup>y</sup> Newton.

## State of South Carolina

Messrs Francis McHugh and Nathl Newton make oath that they were present and saw the within named Mr Joseph Rogers Junr & Miss Hagail Milhous sign seal and as their act and deed deliver this instrument of writing for the uses & purposes therein mentioned.

Francis McHugh Nathl Newton Sworn to before me  
31 May 1802 J Bentham J M. Recorded 31 May 1802

## South Carolina ✓

Articles of argument made and concluded upon this twenty fourth day of April, in the year of our Lord one thousand eight hundred and two between William Keating of the city of Charleston in the state of South Carolina aforesaid merchant of the first part Elizabeth Cronly widow of Michael Cronly late of the same place merchant deceased of the second part and Edward Lynch of the state aforesaid trustee for the said Elizabeth Cronly <sup>of the third part</sup> whereas a marriage is intended shortly to be had and solemnised between the said William Keating and Elizabeth Cronly: and whereas the said Elizabeth Cronly is seized possessed of and entitled unto the real and personal estate herein after mentioned, and it hath been agreed between the said parties that the said real and personal estate shall be conveyed transferred and secured firmly and effectually to the said Edward Lynch his heirs executors administrators and assigns in trust for the uses and purposes herein after mentioned, but by reason that the said real and personal estate of the said Elizabeth Cronly consists of an undivided part and proportion of the estate of her late husband the said Michael Cronly and of goods merchandize stock in hand trade and outstanding debts, all the particulars of which cannot at present conveniently be ascertained and a settlement thereof effected. Now therefore the said William Keating in consideration of the said intended marriage and in pursuance of the said agreement and also in consideration of the sum of one dollar to him in hand paid by the said Edward Lynch doth hereby for himself

186 his executors and administrators articles covenant  
promise and agree to and with the said Edward  
Spinah his executors administrators and assigns  
in manner following that is to say that after  
the said marriage shall have taken place effect  
as soon as he the said William Keating shall  
be thereunto required he will join with the  
said Elizabeth his intended wife in conveying  
and securing firmly and effectually to the said  
Edward Spinah his heirs and assigns the undi-  
vided third and all and every other part and  
proportion which the said Elizabeth Cronly now  
is or hereafter may become entitled unto of and in all  
that piece or parcel of a lot of land situate lying and  
being on the east side of church street in charleston aforesaid  
said containing thirty seven feet ten inches from west  
to east and thirty eight feet and one half of a foot  
from north to south be the same more or less and  
known in the model or ground plat of Charles Town  
(now Charleston) by the number thirty seven / 37 / -  
which said lot of land is butting and bounding to the  
northward on the street called heretofore called mid-  
dle street now commonly called Elliott street to the  
westward on church street aforesaid to the south  
ward on part of the said lot of land heretofore  
belonging to Abraham Lesevere but lately to Ann  
Peacock and to the eastward on another part of the  
said lot heretofore belonging to or in the tenure  
and occupation of Francis Grace but now or lately  
belonging to the heirs of Catherine Dalton deceased  
and also all that lot piece or parcel of a lot of land  
situate lying and being on the east side of king street in  
the city of charleston aforesaid measuring and con-  
taining in front on the said street from north to  
south and also on the back or eastern line or bounda-  
ry thereof twenty seven feet and the depth from west  
to east on the northern and southern boundaries there-  
of one hundred and forty <sup>eight</sup> feet be the respective quan-  
tities a little more or less; butting and bounding to the

covenant  
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187 westward on King Street aforesaid to the northward on  
a lot formerly belonging to James Gregorie now or lately  
of William Scott to the eastward on a lot of land now  
or lately belonging to Charles Burkmore and to the  
southward on another part of the said lot belong-  
ing to . . . In trust nevertheless to and for the  
following uses intents and purposes that is to say  
in trust to and for the sole and separate use benefit  
and behoof of the said Elizabeth Crowley her heirs  
and assigns forever free and exempt from the inter-  
meddling or controul debts or contracts of the said Wil-  
liam Keating and in short as if she the said Elizabeth  
Crowley were a feme sole and also in trust to for &  
upon such uses and purposes as she the said Eliza-  
beth Crowley notwithstanding her coverture and ~~which~~  
~~that~~ she be covert or discover shall by any deed or  
instrument in writing executed in the presence of  
two or more credible witnesses to take effect in her  
life time or in nature of and purporting to be her last  
will and testament executed in the presence of three or  
more credible witnesses (which deed instrument and will  
she the said Elizabeth Crowley is hereby authorized and  
enabled to make and execute) shall direct limit or ap-  
point. and the said William Keating doth also for  
himself his heirs executors and administrators further  
covenant promise and agree to and with the said  
Edward Lynch his heirs and assigns that he will at  
all times the execution of the said conveyances at the  
request of the said Edward Lynch his heirs or assigns  
joint with his said intended wife in executing such  
further deeds conveyances and instruments of writing as he  
the said Edward Lynch his heirs or assigns may think  
requisite for the better and more firmly securing  
and conveying the said undivided Third or other  
part and proportion of the said Elizabeth <sup>Crowley</sup> of and in the  
two said lots of land to him the said Edward Lynch his  
heirs and assigns In trust for the uses and purposes  
aforesaid. And the said William Keating in pursuance  
of the said argument and for the said considerations

190 Harriot Lesesne in hand paid at and before the seal-  
ing and delivery of these presents the receipt whereof  
is hereby acknowledged she the said Harriot Lesesne  
by and with the privity and consent of the said Pres  
M<sup>c</sup>Pherson Smith testified by his being a party and  
executing these presents hath granted bargained and sold  
and by these presents doth grant bargain sell &  
deliver unto the said Peter Lesesne all and singular  
the following negro slaves that is to say Scipio and  
his son Hector Jane and her daughter Lucy Hannah  
and her children Tyrah Sylvia and Toby Rynah and  
her children Tom and Rachel Joe and his daughter  
Dianca and Mungo to have and to hold all and sin-  
gular the said slaves together with the future issue and  
increase of such as are females unto the said Peter Lesesne  
his executors and administrators to for and upon the  
uses and trusts herein more to be declared that is  
to say to the use of the said Harriot Lesesne her ex-  
ecutor and administrators untill to solemnization  
of the aforesaid Marriage and immediately from  
and after the solemnizing of the said Marriage to the  
uses of the said Pres M<sup>c</sup>Pherson Smith and Harriot Les-  
sne during the term of their joint lives and from and  
after the death of the said Pres M<sup>c</sup>Pherson Smith  
or of the said Harriot Lesesne to the use of the survi-  
vor of them during the term of his or her natural life  
it being understood and agreed that the said property  
and no part thereof shall be subject or liable to any  
present or future debts or engagements of the said  
Pres M<sup>c</sup>Pherson Smith and from and after the  
death of such survivor to the use of the child or child-  
-ren of the marriage between the said Pres M<sup>c</sup>Ph-  
erson Smith and Harriot Lesesne who shall be then  
living their executors administrators and assigns  
provided nevertheless that if the said Harriot Lesesne  
should survive the said Pres M<sup>c</sup>Pherson Smith  
then to the use not only of the child or children of  
the aforesaid Marriage but also of any child  
or children that she may have by any future Mar-

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191. - rige his her or their executors administrators and assigns  
for ever share and share alike. But if at the death of the  
said Prefs M<sup>c</sup>Pherson Smith or Harriot Lesesne there  
should be living no child or children and in the case of the  
said Prefs M<sup>c</sup>Pherson Smiths dying first there should be  
no posthumous child or children of the aforesaid Marriage  
or if such children should die before their surviving parent  
then in trust for and it is the meaning of these presents  
that all and singular the property hereby settled shall  
be absolutely vested in the said Prefs M<sup>c</sup>Pherson Smith  
or in the said Harriot Lesesne as he or she shall be the  
survivor and shall out live such children his or her execu-  
tors administrators and assigns for ever free from all fur-  
ther trusts limitations and restrictions whatsoever and  
it is perfectly agreed and understood by and between all  
the parties of these presents that it shall and may be  
lawful for the said Peter Lesesne his executors and ad-  
ministrators to permit the said Prefs M<sup>c</sup>Pherson Smith at all  
times hereafter when he may deem it fit and proper to sell &  
dispose all and singular the property hereby settled and the  
said Peter Lesesne doth hereby promise and agree to permit  
him so to do and to transfer the said property in a legal  
manner to the purchasers thereof provided nevertheless that the  
proceed thereof shall be immediately invested and settled  
to the uses and trusts herein before declared and the said  
Prefs M<sup>c</sup>Pherson Smith for himself his executors and  
administrators doth hereby covenant promise and agree  
to and with the said Peter Lesesne his executors and  
administrators that he will at all times hereafter make  
do and execute good and sufficient deeds and assen-  
ses in the law and further that he will do and perform  
all things necessary to be done and performed for the  
purpose of effectuating the trusts herein before declared  
and more especially for subjecting limiting and securing  
to the same such part of proceeds of the property here-  
by settled to be sold at his request as shall come to his  
hands or be in any wise subject to his order or controul  
In witness whereof the said parties together presents had  
hereunto interchangeably set their hands and seals on the

192 day and in the year first above written. Pres M  
Therson Smith /LS/ Harriot Lesesne /LS/ Peter Lesesne  
/LS/ Signed sealed & delivered in the presence of  
us Caroline Blamyers William Blamyers Charles=  
tonjs William Blamyers made oath he was present  
& saw Pres M Therson Smith Harriot Lesesne &  
Peter Lesesne sign seal & as their act & deed deliver  
the foregoing Instrument of writing to and for the  
uses & purpose therein mentioned & that he signed  
his name as a witness to the same. Sworn to before me  
this 1<sup>st</sup> July 1802. Isaac Motte Dart J.D.  
Recorded July 1<sup>st</sup> 1802.

State of South Carolina

Know all Men by these presents that  
I Josias Allston of George Town in the said state am  
held and firmly bound unto John Casels and  
Savage Smith (as Trustees for and in behalf of Anna  
Maria Taylor spinster) in the full and just sum  
of thirty thousand dollars to be paid to the said John  
Casels and Savage Smith or the survivors of them  
or the executors administrators or assigns of the survi=  
vor to which payment well and truly to be made  
and done I bind myself my heirs executors and  
administrators firmly by these presents sealed with my  
seal and dated the twelfth day of June in the year  
of our Lord one thousand eight hundred and two.  
Whereas the above named Anna Maria Taylor is entit=  
led by virtue of the last will and testament of her  
deceased Mother Mary Taylor to all those three lots  
of land situate lying and being in to Town of George  
Town and state aforesaid and known and distin=  
guished in the plan or model of said Town by the  
numbers forty one /N<sup>o</sup> 41/ forty two /N<sup>o</sup> 42/ and sixty  
nine /N<sup>o</sup> 69/ also to half of the lot of land in said  
George Town known by the number forty three /N<sup>o</sup> 43/  
And whereas in prospect and consideration of a  
marriage intended to be had and solemnized be=  
tween the said Anna Maria Taylor and the above  
bounden Josias Allston she the said Anna Maria

193. (by and with the consent freely and agreement of the said  
Josias) by Indenture bearing even date with these presents  
hath granted bargained and sold certain negro and  
other slaves to which she is intitled in her own right  
unto the above named John Casel and Savage Smith  
and the survivor of them his executors and administra-  
tors In trust never the less and two and for the several  
uses intents and purposes in the same indenture expressed  
and declared of and concerning the same And whereas  
it hath been consented and agreed to by the said Josias  
Allston in consideration of the said intended marriage  
and for other good consideration that he should join  
with the said Anna Maria Taylor his intended wife  
in settling conveying and assuring the above described  
three lots of land and one half of a lot of land to the  
above named John Casel and Savage Smith and the  
survivor of them and the heirs and assigns of the survi-  
vor In trust and to and for the uses intents and purpo-  
ses set forth and declared in the above mentioned in-  
denture of and concerning the personal estate of the  
said Anna Maria But such the just intention of the  
said Anna Maria Taylor and the above bounden Josias  
Allston as to the above described real estate of her the said  
Anna Maria cannot now be effectuated by reason that  
she the said Anna Maria is a minor and under the  
age of twenty one years Now the Condition of the above  
obligation is such that if the above bounden Josias Allston  
(in case the said <sup>intended</sup> Marriage shall be solemnized and take  
effect) do and shall so soon as the said Anna Maria  
his intended wife shall have attained the age of twenty  
one years or not exceeding six months thereafter settle  
convey and assure the above described real estate of her  
the said Anna Maria in due and legal form of law  
unto them the said John Casel and Savage Smith  
and the survivor of them and the heirs and assigns  
of such survivor subject to and under the several  
trusts uses intents conditions and promises in the  
above mentioned Indenture declared and set forth  
of and concerning the personal estate of her the said

194 Anna Maria his intended wife then they above  
obligation to be void and of none effect or else to  
remain in full force and virtue. Josias Allston (S)  
Sealed and delivered in the presence of Mary  
Godfrey. South Carolina George Town district.  
Mary Godfrey came before me and being duly  
sworn made oath that she was present and did  
see Josias Allston sign seal and as his act and  
deed deliver the above Instrument of writing  
to and for the uses intents and purposes there-  
in set forth and that she this deponent did sub-  
scribe her name as a witness thereto. Sworn to be-  
fore me this 25<sup>th</sup> day of June 1802 So, Blythe J. L.  
Recorded July 1<sup>st</sup> 1802.

## State of South Carolina

This Indenture Tripartite made  
the twelfth day of June in the year of our Lords  
one thousand eight hundred and two Between  
Anna Maria Taylor of George Town in the state  
aforesaid spinster of the one part Josias Allston  
of the same town and state esquire of the second  
part and John Casel and Savage Smith esquires  
of the third part Whereas a Marriage is intended  
by divine permission shortly to be had and solemnized  
between the said Anna Maria Taylor and the  
said Josias Allston And Whereas the said Anna  
Maria is entitled to and rightfully possessed in her  
own right of and in twenty five Negro and other  
slaves named as follows to wit Tom Tommy Luna  
John Sarah Diana Clara her children Moses Adam  
and Nanette Thomas Grace Monimia Rozana &  
her child called Casar and her infant Marcus  
and Willoughby his wife and her children called  
Sam and Delia Joe Alfred Molly Budjoe, and  
Katy And whereas in prospect and consideration  
of the said intended Marriage the said Anna  
Maria Taylor and the said Josias Allston have  
agreed that the said Anna Maria shall grant

195 bargain and sell the said negro and other slaves with  
their future and increase unto the said John Casels  
and Savage Smith the survivor of them his executors  
and administrators, In trust nevertheless and to answer  
for the several and respective uses intents and purpo-  
ses herein after mentioned expressed and declared of &  
concerning the same Now this Indenture Witnesseth  
that In pursuance of the said agreement and in consi-  
deration of the said intended Marriage and also for  
and in consideration of the sum of five pounds sterling  
money to the said Anna Maria in hand well and  
truly paid by the said John Casel and Savage Smith  
at and before the sealing and delivery of these presents  
the receipt whereof is hereby acknowledged and for settling  
and securing all and singular the premises to and for  
the several uses intents & purposes herein after mention-  
ed express and declared and for divers other good causes  
and considerations the said Anna Maria therunto moving  
she the said Anna Maria (by and with the privacy  
consent approbation and agreement of the said Josias M<sup>r</sup>  
-ton testified by his being made a party to and signing  
sealing and delivering) these presents) hath granted bargain  
-ed and sold and by these presents doth grant bargain  
and sell and in due form of Law deliver unto the said  
John Casels and Savage Smith and the survivor of them  
his executors and administrators all and singular the  
said Negro and other slaves named Tom Jeremy Lucia  
John Sarah Diana Clara her children Moses Adam and  
Nanette Thomas Grace Monimia Roxana and her child  
called Cesar and her infant Marius and Hillaugh by  
his wife and her children called Sam and Pella  
Joe Alfred Molly Budjoe and Katy with their future  
issue and increases ~~the~~ To have and to hold the  
said Negro and other slaves with their future issue and  
increase unto the said John Casels and Savage  
Smith and the survivor of them and the survivor  
of them and executors and administrators and assigns  
of such survivor for ever In trust Nevertheless and  
to and for the ~~uses~~ several and respective uses intents

196 and purposes and with and under the several  
and respective ~~to~~ limitations and appoint-  
ments herein after mentioned expressed and  
declared of and concerning the same that is to  
say in trust to and for the use benefit and behoof  
of the said Anna Maria her executors administrators  
and assigns untill the said intended Marriage  
shall be solemnized and take effect and from  
and immediately after the solemnization of the  
said intended Marriage then upon this further trust  
and confidence that they the said John Casels and  
Savage Smith and the survivor of them and the  
executors and administrators of such survivor do  
and shall during the joint lives of Josias Allston  
and Anna Maria his wife well and truly per-  
mit the said Josias Allston to have and take  
the labor income and profits of the said Negro &  
other slaves and their future issue and increase for  
the joint use benefit and behoof of them the said  
Josias Allston and Anna Maria his wife it being  
nevertheless the true intent and meaning of the said  
parties and of these presents that the said Negro &  
other slaves and their issue and increase shall  
not at any time thereafter be liable to be seized  
taken or sold for any debt or contracts of him the  
said Josias Allston during the operation of the trust  
and confidence hereby reposed in the said in any  
wise whatsoever or by virtue of any judgement or  
execution that shall or may be obtained or issued  
forth against him the said Josias Allston during  
the operation of the Trust and Confidence hereby  
reposed in the said John Casels and Savage  
Smith and to and with the survivor of them his  
executors and administrators that at any time  
after the solemnization of the said Marriage it  
shall and may be lawful for the said Anna  
Maria his wife by <sup>her</sup> last Will and Testament  
duly executed or by any deed or writing to be attes-  
ted by two or more credible witnesses and to take

effect upon her death (and notwithstanding her contrary  
 to give dispose devise and bequeath in such manner as  
 she shall or may think proper of her own free will the  
 whole or any part of the said Negro or other slaves and  
 their future issue and increase hereby settled and  
 assured in manner aforesaid But in case she shall  
 happen to depart this life without having made such  
 last Will and testament or deed of writing and he  
 the said Josias Allston shall be living then and on  
 that contingency upon this further Trust and Confe-  
 = dence that they the said John Casels and Savage  
 Smith and the survivor of them and the executors  
 and administrators of such survivor do and shall  
 stand possessed of the said negro and other slaves  
 and their issue and increase to and for the use bene-  
 = fit and behoof of all and singular the children of  
 the said Josias Allston on the body of the said Anna  
 Maria to be begotten and the lawful issue of any such  
 children who may happen to be dead equally and  
 impartially to be shared and divided between and  
 among them and their executors and administrators  
 and assigns for ever and in exclusion of the right  
 and title therein of him the said Josias Allston  
 (But the issue of any such deceased child to take on  
 the division only a child's part or share in right  
 of the child such issue represents) And in case  
 there should be then living only one child of the  
 said Josias Allston on the body of the said Anna  
 Maria his wife begotten or lawful issue of one child  
 so happening to be <sup>dead</sup> then in Trust for the use benefit &  
 behoof of such only child or the issue of such child  
 then deceased his her or their executors administrators  
 and assigns as the case may be for ever and in exclu-  
 sion of the right and title therein of the said Josias  
 Allston. Provided always and it is declared to be the  
 true intent and meaning of these presents and of  
 the parties thereto that it shall and may be lawful  
 for the said Josias Allston at any time during  
 the joint lives of them the said Josias Allston and

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198 Anna Maria upon the consent of her the said Anna  
Maria first had and obtained in writing to bargain  
sell and dispose of all and any of the above named  
negro and other slaves their issue and increase with-  
out the control interruption or intervention of the  
said John Casels and Savage Smith the survivor  
of them or the executors administrators or assigns of such  
survivor and again to invest the monies arising or to  
arise on 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 pro-  
-visions herein declared of and concerning the original  
estate of the said Anna Maria In Witness whereof  
the said parties to these presents have hereunto inter-  
changeably set their hands and seals the day and  
year first above written. Anna Maria Taylor  
(L<sup>t</sup>) / Josias Allston / (L<sup>t</sup>) / sealed and delivered in  
the presence of the words "at his discretion in the  
twenty fifth line from the top of the second sheet  
being first erased" Mary Godfrey Sarah D Leaborn  
Received the day of the date of the within Indenture  
from the within named John Casels and Savage  
Smith the sum of five pounds being the considera-  
-tion Money mentioned to be paid by them to me  
Anna Maria Taylor Witness. South Carolina  
George Town district. Before Joseph Blyth Justice  
of the Quorum and one of the Justices assigned  
for said district personally came and appeared  
Mary Godfrey who being duly sworn made oath  
she was present and did see Josias Allston and  
Anna Maria Taylor sign seal and as their act  
and deed deliver the within Instrument of writ-  
-ting to and for the uses intents and purposes  
there set forth and that this deponent and Sarah  
D Leaborn did subscribe their names as wit-  
-nesses there to. Sworn to before me this 25<sup>th</sup>  
day of June 1802 So Blyth. J. Q.  
Recorded 1<sup>st</sup> July 1802.

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what over to the said Ann lots piece part a parcel of land belonging or in any way incident  
or affecting and the return and revision, amount and remainder unto of profits of the premises  
mentioned with their aid way of their part to

South Carolina

199  
what part to the said Town Lots pieces parts or parcels of lands belonging or in any way incident  
or appertaining and the various divisions, remainder and parts of the premises  
mentioned with their and every of their appurtenances

This Indenture made the  
day of \_\_\_\_\_ in the year of our Lord one thousand  
eight hundred and two and in the twenty seventh year  
of American Independence. Between Margaret Wolf  
of the City of Charleston in the State aforesaid Widow  
of John Frederick Wolf of the same place deceased of the  
one part and John Hauck of the City and State aforesaid  
said of the other part Witnesseth that the said  
Margaret Wolf for and in consideration of the sum of  
five shillings good and lawful sterling money to her  
the said Margaret Wolf in hand well and truly paid  
by the said John Hauck the receipt whereof is hereby  
acknowledged hath granted bargained and sold and  
by these presents doth grant bargain and sell unto  
the said John Hauck his Executors Administrators and  
Assigns all that Town Lot piece part or parcel of  
Land situate lying and being on the West side of Union  
Street in the City and State aforesaid containing in  
front on the said Street ~~sixteen~~ <sup>seventeen</sup> feet and in depth from  
East to West eighty eight feet be the same a little more  
or less butting and bounding to the North on Lands  
now or late of Bryan Foskey to the West on Lands  
late of Edward North deceased to the South on Lands  
now or late of W<sup>m</sup> Woodward and to the East on Union  
Street aforesaid and also all that Lot of Land  
situate in Chalmers's alley in the City and State aforesaid  
containing twenty nine feet front on said alley more or  
less and sixty seven feet in depth more or less butting  
and bounding East on Henry Geddes to the West on James  
Quinn to the North on \_\_\_\_\_ and to the  
South on said Alley together with all and singular  
the Houses out Houses Buildings Fences Passages Wells  
Commodities Advantages hereditaments and appurtenances  
to have and to hold the said Town Lots pieces  
parts or parcels of Land and every part and parcel  
thereof with their and every of their appurtenances  
unto the said John Hauck his Executors Administra  
tors and Assigns from the day next before the day of the

200 date of these presents unto the full end and term  
of one whole year from thence next ensuing and fully  
to be completed and ended yielding and pay-  
ing therefore at the expiration of the said year  
the rent of one pecker corn if the same shall be law-  
fully demanded to the intent that by Virtue of  
these presents and of the Statute for transferring  
uses into possession of force in this State in the  
said John Hauck may be in the actual posses-  
sion of all and singular the said premises above-  
mentioned with the appurtenances and thereby  
be enabled to accept and take a grant and  
release reversion and inheritance to him thereof,  
and his Heirs to for and upon the uses intents and  
purposes thereof to be declared by another Indem-  
niture intended to bear date the next day after  
the day of the date hereof In Witness  
whereof the parties to these presents their hands  
and seals have subscribed and set the day  
and year first above written. Margaret Wolf  
(S) sealed and delivered in presence of David  
Chalmers Langdon Cheves. Charleston's Lang-  
don Cheves made oath he was present and saw  
Margaret Wolf sign seal and as her act and deed  
deliver this Instrument of writing to and for the  
uses and purposes therein mentioned and that  
he together with David Chalmers signed their  
names as Witnesses thereto. Sworn to before  
me this 11 August 1802. Dan<sup>l</sup> Jas Ravenel  
JP. Recorded 11<sup>th</sup> August 1802

South Carolina  
This Indenture Inpar-  
tate made the day of in the year of our  
Lord one thousand eight hundred and two and  
in the twenty seventh year of American Inde-  
pendence. Between Edward Shoving of the  
City of Charleston in the State aforesaid House  
Carpenter of the first part Margaret Wolf also