

tors do & each of them doth hereby authorise & empower the above named John Gaillard to receive the above mentioned thousand pounds stg: And also all such monies as may hereafter be coming to her the said Mary Gaillard from her Father's estate, and to give sufficient receipts and discharged for the same: and that all such monies as shall or may be received shall as soon as opportunity will permit, be vested in bank stock, either in the State bank, Branch Bank, or South Carolina Bank, all of the State of South Carolina, and the whole of said monies so to be vested to be subject to such uses & trusts, as are hereinafter declared of and concerning the same. Now this I indenture Witnesseth, that in consideration of the said intended marriage to be had and solemnized as aforesaid, and of the mutual love and affection that the said Samuel Thomas hath and beareth to the said Mary Gaillard his intended wife and also for and in consideration of the sum ten shillings to him in hand paid at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged. They the said Samuel Thomas and Mary Gaillard have, and each of them hath bargained, sold, assigned and set over, and by these presents do and each of them doth bargain, sell, assign and set over to the said John Gaillard the above named negro Molly & her child together with their future issue and increase; and also the above mentioned bond of one thousand pounds and also all such other property that the said Mary Gaillard may hereafter have.

be entitled to from her father's estate, the
whole of the ~~said~~ monies to be vested in
bank stock as aforesaid. To have and
to hold all and every of the above men-
tioned Pre-nuptials, with each and every
of their appurtenances whatsoever, unto
the said John Gaillard his Executors
and Administrators for ever from
henceforth. Nevertheless, upon such
Trusts, & to and for such interests and
purposes as are hereinafter expressed
and declared of and concerning the
same. That is to say, to permit and
suffer the above named Mary Gail-
lard, from time to time, and at all
times here after to receive and take
such dividends and Interest as shall
or may arise or accrue from the mo-
nies so as aforesaid to be vested in
Bank stock as above directed; & also
to have the sole use & benefit of the
said negroe Molly & her child and
of their future issue, for and during
the term of her natural life, freed &
exempt & to be for ever freed and
~~exempt~~ from the liability, debts,
contracts, engagements, intermeddling
or interference of the said Samuel
Thomas, and to be subject to and to go
and rest in such persons, or persons, or to
~~such use or uses as the said Mary Gail-~~
~~lard shall or may in and by her last will~~
~~and testament direct appoint, limit or will~~
~~the same.~~ And from and immediately af-
ter the death of the said Mary Gaillard, in
case she should die, leaving no Will or Tes-
tament at her death. Then in trust to ~~leave~~ such
child or children as the said Mary Gaillard

shall or may leave living at her death, share &
and share alike to them ~~and other abelants~~ in
them and their heirs for ever. But in case
the said Samuel Thomas should sur-
vive the said c Mary Gaillard and there
should be no issue of her body living at
her death Then in trust for the said Sa-
muel Thomas to be holder of him his-
heirs, Executors and Administrators for
ever. And the said Samuel Thomas for him
self his heirs, Executors, and Administrators,
doth hereby covenant, consent, promise and
agree to & with the said John Gaillard &
Mary Gaillard his intended; ~~that she~~
the said c Mary Gaillard, notwithstanding
her intended coverture shall have
full and absolute power, the same as if
she was a feme sole, to dispose of the whole
of the above mentioned property in such
way or manner, and to such use ^{or} uses
as she the said c Mary Gaillard shall or
may direct or appoint by her last Will and
Testament duly executed in writing, and be
that she the said c Mary Gaillard shall have
full power to make the same, notwith-
standing her intended coverture with
him the said Samuel Thomas. In
witness whereof the parties hereto have
mutually affixed their hands and seals
the same day and year above written.
Signed, sealed and
executed & delivered }
in the presence of }
Edward Croft.
Peyne Gaillard.
South Carolina.

Samuel Thomas. L.S.
Mary Gaillard. L.S.
John Gaillard. L.S.

13.
Personally appeared Mr. Edward
Croft, who being duly sworn made oath
that he was present, and saw Samuel

Thomas, Mary Gaillard, and John Gaillard, severally, sign, seal, and as their act and deed deliver the foregoing Instrument of writing, to and for the uses and purposes therein mentioned, and that he with Payne Gaillard signed, ~~as~~ ^{their} names as Witnesses to the same.

Snown before me
this 18th day of February 1803. J

Daniel Storer. J. Z.

Recorded 18th February 1803.

State of South Carolina

This Indenture made the Twelfth day of February in the year of our Lord One thousand eight hundred and three Between James W Brandt of the City of Charleston and State aforesaid of the one part and Sarah Margaret Bennett of the same place of the other part Trustee for and on behalf of Hannah A Brandt Wife of the above named James W Brandt Whereas the said James W Brandt is legally possessed of and entitled to all and Singular the Negro Slaves herein after mentioned as also to the lands tenements and Houses herein described & Mentioned or intended to be described and mentioned herein in right of his Wife Hannah A Brandt and by virtue of his intermarriage with her And whereas the said James W Brandt is contented and hath agreed and consented that each and every of the Negro Slaves herein after mentioned as also all the lands tenements and houses herein after mentioned or intended to be ^{herein} mentioned and described shall be preserved settled and secured to and for the Trusts uses intents and purposes herein after limited expressed and declared of and concerning the same and that notwithstanding the Covernor between him the said James W Brandt and his said Wife Hannah A Brandt to the intent therefore that this agreement may take effect This Indenture witnesseth that the said James W Brandt for and in Consideration of the said agreement and of the love and affection that he hath and bear eth to his wife Hannah and also for the sum of five shillings

to him in hand paid by the said Sarah M Bennett the receipt +
 whereof is hereby acknowledged hath granted bargained sold a-
 llied transferred and set over and by these presents doth
 grant bargain sell alien transfer assign and set over
 unto the said Sarah M Bennett her Executors administrators and
 assigns the following negro Slaves to wit July Sally Billy Prudence
 Damda Patty Flander Andres Ned Orator Ceasar ~~Patty~~ Edward
 Jack Mindat Charity Bennoat Silva Bowson Silvina & Tria
 together with the future issue and increase of the ~~females~~^{above named} Negroes
 as also two Tracts of Land lying and being in Christ Church Parish
 in the district of Charleston and State aforesaid the one Containing
 one hundred and eighty Acres more or less joining and butting on the
 Lands of William & Thomas Hamlin and of the late William Bennett
 also one other Tract Sixty Five Acres more or less lying on the
 sea Shore and joining the above described Lands as also all that
 town Lot of Land containing about one half Acre of Land with
 a three story Tenement thereon Situated corner of George and
 Anson Streets in the City of Charleston and State aforesaid ++
 To have and to hold all and singular the above named Negroes
 as also all the Lands & Tenements above described or intend-
 ed herein to be described with their and every of their appur-
 tenances as also all the rotative right Title Interest property
 claim and demand whatsoever of him the said James W Brandt
 from henceforth and forever unto the said Sarah M Bennett
 her Executors administrators and assigns Upon Trust nevertheless
 to permit and suffer the said Hannah A Brandt during her
 natural life to have the sole use and profits of all the above
 negroes and of the increase of the same as also to have the
 sole use & profits of all the above mentioned Lands and
 Tenements for her sole benefit and advantage free from
 and not subject or liable to the debts contracts interferences
 or intermeddling of the said James W Brandt and after the
 termination of the natural life of the said Hannah then
 upon this further Trust to the use and behoof of such child or
 children share and share alike if more than one as shall
 may be begotten of the body of the said Hannah by the said
 James W Brandt and to his heirs or their Heirs for ever
 but in case the said James W Brandt shall survive the
 said Hannah A Brandt his wife and there should be no

issue to be begotten as aforesaid living at her death
 Then in trust to deliver over the negroes aforesaid with
 Their issue as also the Lands and Tenements aforesaid
 to the said James W Brandt to be held by him his
 Executors Administrators and assigns for ever and the
 said Sarah M Bennett for herself her Executors and admin-
 istrators doth hereby covenant and agree to and with the
 said James W Brandt his Executors Administrators and
 assigns that she and they shall and will from time to time
 and at all times hereafter well and faithfully perform &
 fulfill according to the true intent and meaning of these
 presents and all and singular the Trusts intents and pur-
 poses created & in her & them reposed by virtue hereof
 In witness whereof the parties here to have put their hands
 & Seals the same day and year above written J W Brandt LS
 Sarah M Bennett LS Signed Sealed and Delivered in the presence
 of Edward Croft John Gist John Stoney & So Carolina
 Personally appeared M^r Edward Croft who being duly sworn
 made oath that he was present and saw J. W Brandt and
 Sarah M Bennett severally sign seal and as their act and
 Deed deliver the foregoing instrument of writing to & for
 the uses & purposes herein mentioned and that he with
 John Gist and John Stoney signed their names as wit-
 nesses to the same Sworn to before me this eighteenth
 of February 1803 Daniel Huger J. D. Notary 18 Feb 7 1803

This Indenture Tripartite made the
 twenty third day of December 1802 And in the
 twenty seventh year of the United States of Amer-
 ica Between Mathias Hutchinson of the
 Parish of St. George Dorchester in the State
 of South Carolina of the first part, Esther
 Roberts of the same place Spinster of the
 second part and Peter Robert of the Pa-
 rish of St. Stephen Planter of the third
 part Whereas a marriage ~~as aforesaid~~
 by Gods permission is shortly intended
 to be had & solemnized between the
 said Mathias & Esther. And whereas the

said Esther now is lawfully possessed of in her own right a certain bond or obligation from Theodore Garhard Senior now or late of charleston Merchant condition for the payment of seven hundred and sixteen pounds ^{16/-} also two other bonds or obligations conditioned for the payment of three hundred & eighty pounds ^{8/-} making the sum total one thousand ninety seven pounds & eleven pence Sterling money or in other words good and lawful money & also two negro slaves named Diana & Sambo. And whereas upon the treaty previous to the intended marriage it hath been & it is agreed between the parties that is the said Mathias Hutchinson and Esther Roberts that the said bonds or obligations or the full value thereof & the two negro slaves Diana & Sambo should be transferred, assigned, conveyed, granted & released unto the said Peter Robert and his heirs, to, for & upon the several uses & subjects to the trusts intents and purposes in such manner as herein after shall be mentioned, limited, expressed, & declared of concerning the same. Now this Indenture Witnesseth, that in pursuance of the said recited agreement, and in consideration of the ~~and~~ intended marriage, & also ~~of~~ for, & in consideration of the sum of five pounds sterling to her the said Esther Roberts was paid by the said Peter Robert the receipt by her is hereby acknowledged, & for divers other good causes & valuable considerations hereto especially moving the said ~~Esther~~ Esther Roberts, byt with the knowledge, privity ~~and~~ consent & approbation of the said Mathias Hutchinson her intended husband testified by his being a party to,

& executing of these Presents) hath granted,
bargained, sold, assigned, transferred con-
veyed, aliened, released, and confirmed,
and by these Presents doth grant bargain,
sell, assign, transfer, convey, alien, release
and confirm, unto the said Peter Robert
his heirs executors, and administrators
the said bonds or obligations, or the value
thereof, and also the said two negro slaves
together with the future issue and in-
crease of the female slave to hold upon
the several uses trusts, interests, & purposes
herein after mentioned, limited, and
declared, of, for, & concerning the same
& to and for no other use, trust, intent,
or purpose whatsoever, that is to say;
To the use & behoof of the said Esther Roberts
& her heirs until after the solemnizing
of the intended marriage, & from and
immediately after the solemnization thereof
To the use & behoof of the said Matthias
Hutchinson for & during the term of
the joint lives of Matthias & Esther & from
& immediately after the determination
of that estate to the said Peter Robert
his heirs executors & administrators
~~for~~ and during the joint lives of the
said Matthias & Esther upon trust to
pursue the contingent remainders
herein after limited from being de-
feated or destroyed, and for that pur-
pose to make entries and bring
actions as occasion shall require.
But nevertheless in trust, to permit
& suffer the said Matthias during
the joint lives of the said Matthias
& Esther to receive & take places, ~~for~~
profits, interests & benefits of the said
premises to & for his use and benefit,

and from & immediately after the decease
of either of the said Mathias or Esther there
for and upon the several uses, trusts, intents,
purposes, & with & under several restrictions of
limitations, provisos, conditions & agree
ments herein after mentioned limited
I declared, of, for & concerning the same, That
is to say, in case the said Esther should die
before the said Mathias then to the use of
such person or persons, and subject to such
limitations and provisos as she the said
Esther notwithstanding her coverture shall
by any Deed or writing or last Will or wi
ting her bare trustee shall be succeeded or reading
what Esther Roberts ~~had~~ purporting to be her
last Will (which Deed, Writing, or Will
she the said Esther is hereby, and by the said
Mathias Hutchinson her intended husband
enabled & empowered to make) shall give
limit or appoint the same, and for want of
such Deed, Will, gifts, Devise or appoint
ment Then to the use and behoof of the right
heirs of her the said Esther Roberts for ever.
But in case he the said Mathias die before
the said Esther with or without issue li
ving at his death, then to the use & behoof
of the said Esther her heirs, executors, ad
ministrators & assigns for ever; Provided
always nevertheless and those Presents are
upon the express condition condition
and agreement that the whole of the
said Estate hereby granted bargained,
sold, assigned, transferred & set over unto
the said Peter Roberts as trustee aforesaid
shall & is hereby declared subject to the
payment of all lawful debts due by the
said Esther Roberts antecedent to the
said intended marriage. And the
said Mathias Hutchinson in ~~case~~

consideration of the intended marriage
and of the Estate & Interest herein before
granted limited and reserved to him
and also for divers other good cause and
considerations him hereunto moving
doth for himself, his heirs & executors &
administrators, covenant, promise,
grant, conclude & agree with the said
Peter Robert his heirs executors & admi-
nistrators in manner & form following,
that is to say, that notwithstanding any
act, matter or thing whatsoever by him the
said Mathias to be had, made, done, or
committed, executed, suffered or apernted
to, it shall & may be lawful to & for the
said Esther his intended wife at any
time or times during her coverture, and
at all times to make such deed, writing
will, or appointment as aforesaid, & by
such Deed, Writing, Will, or appointment
give, devise appoint, or dispose of all &
singular or any part or parcell of the
said Premises above mentioned to
such person or persons & to & for such
uses, trusts, Interests, & purposes & in
such manner & form as she the said
Esther notwithstanding her coverture
shall think fit. And that he the said
Mathias his heirs executors & admi-
nistrators & all & every other person &
persons whatsoever claiming or laid
by from or under him or them shall not
question, controvert, obstruct, or hinder such
disposition of her the said Esther of & in
the said Premises so to be by her given &
disposed of as aforesaid. And also that all
and all manner of such gifts, Services, Dis-
positions or appointments as aforesaid
to be by her the said Esther so made and done

shall be at all times as good & effectual in these
law as if the said c Mathias had himself joined
in the same with her the said Esther or as if he
had continued a ferme sole. And whereas
that the said Peter Robert his heirs executors
& administrators shall & may at all times
hereafter peaceably & quietly have hold & enjoy
all and singular the said Premises herein
before mentioned (nevertheless upon the
several uses and trusts and subject to the
several proviso's & agreements herein &
hereby expressly limited mentioned & declared
of concerning the same) without any let dis-
turbance or interruption of the said Ma-
thias Hatchinson or any other person or
persons claiming or to claim by from or un-
der him. And moreover that he the said Ma-
thias his heirs executors & administrators
shall and will from time to time & at all
times hereafter upon the reasonable re-
quest & ~~claim~~ the proper costs & charges
of the said Peter Robert his heirs execu-
tors & administrators make do & execute
or cause or procure to be made done & ex-
ecuted all and singular such further and
other lawful & reasonable act & acts thing
& things, conveyances, assignments in ~~the~~
the law whatsoever as well for the cor-
borating & strengthening of these presents
as also for the better assuring & confirm-
ing of the said herein before mentioned
proviso's unto the said Peter Robert
his heirs executors & administrators
(nevertheless to the several uses & upon
the several intents, trusts, & purposes
& subject to ye Proviso & condition
herein mentioned and declared of &
concerning the same) as ~~he~~ by their or any
of their bounch learned in the law shall

in that behalf ~~which~~ be reasonably advised or required. I'm witness whereof the said parties to these presents have hereunto set their hands & seals the day & year first above written.

Signed sealed & delivered in the presence of us the following interlineations were made before the signing

& sealing of the presents to wit

1st page 8th line "senior" 11th line "eleven pence"
12th line "marriage" 2^d page 5th line "of the
female slaves" 3^d page 16th line "moving"
4^d page 2^d line "thirp"

H. A. Smith

H. S. Poyas

Charleston, S. C. Henry Smith Poyas being duly sworn made oath that he was present ~~as~~ and did see Mathias Hutchinson, Esther Roberts, & Peter Robert sign seal ~~as~~ and as their act and deed deliver this Indenture for the uses & purposes herein mentioned & that he did see Polly Anna Smith, subscribe her name (together with himself) as a Witness thereto.

Sworn to this 15th day of March 1803 before Danl. Jas. Ravenel J.P.

Recorded 15th March 1803.

South Carolina. To all to whom these presents shall come. Whereas a marriage is shortly intended to be had & solemnized between me ~~Edward~~
~~W~~ Edward W. Laight of the city of New York & Miss Ann Elliott Younger of the city of Charleston in the said State: and whereas

Mathias Hutchinson & S.

Esther Robert. L. S.
Peter Robert. L. S.

the said Ann E. Hougher is now entitled in her own right of in & to the one equal & undivided half part or moiety of two lots of land with the houses thereon situate in Charleston at the corner of King street and Tradd street at present in the occupation of John Hougher and Mr. Gaultier; and also of and in negroes being the allotment and appointment made to her of the estate of her late mother Mrs. Binkley Hougher by Charles Botetworth Pinckney, Thomas Pinckney, & Lewis Morris trustees named in the last Will & Testament of the said Binkley Hougher under the powers in execution of the trusts to them committed, and also of and in a certain debt not fully liquidated & ascertained due from Daniel Elliott Hougher her brother aforesaid & to be declared by the said Trustees as to the surplus of value that has fallen to the said Daniel C. Hougher with the division & allotment of the said Estate & for which he is to give his bonds, all which property interest & estate will be more fully determined by deeds of allotment & partition soon to be executed by the said Trustees And whereas it hath been agreed by and between the said parties prior to the said intended marriage and in contemplation thereof that all and singular the property of the said Ann Elliott Hougher shall be settled to and for such uses intents & purposes as the said trustees named in the will of her mother shall see fit to amend prescribe & direct & be conveyed to the said uses as soon as the Deeds of allotment and division shall be duly executed & the property jointly held shall be sold & a division thereby or by any other means made so that each

of the children of the said Penckney & Fugger
 shall take possession of his & her share in
 severalty. You know ye that I the said
 Edward W. Laight for myself, my heirs,
 executors, administrators and assigns
 for & in consideration of the said in-
 tended marriage & the further
 consideration of five shillings to me
 in hand paid at & before the sealing
 & delivery of these presents (the receipt
 whereof I hereby do acknowledge) by
 Lewis Morris, Charles Botesworth Penckney
 and Thomas Penckney have covenanted
 granted & agreed to & with the said
 Lewis Morris, Charles Botesworth Penckney,
 & Thomas Penckney and the survivors
 & survivor of them & the heirs executors
 and administrators of such survivor
 that from & at any time after the so-
 lemnization of the said marriage
 it shall be lawful to & for the said trus-
 tees & the survivors & survivor of them
 by any Deed or Instrument under
 their hands and seals to convey aforesaid
 & settle in themselves or in any other
 persons as trustees all and singular
 the before mentioned property of the
 said Ann Elliott Fugger & all property
 she may now possess or in any wise
 be entitled unto whether the same be
 real or personal or debts or choses
 in action to & for such uses & intents
 & purposes, with such limitations &
 reservations appointments & powers
 of appointment as they shall see fit &
 expedient: and that I the said ~~Edward~~
 Edward W. Laight at the request of the
 said Trustees or the Survivors or Sur-
 vivor of them will jointly with them or

seperately as the case may be seal executed &
as my act and deed as far as in me lies deliver
all such acts & deeds conveyance & conveyances
for the effectual settlement & assurance of
such property estate & interest to the uses,
intents & purposes by them as aforesaid to
prescribed as they the said Lewis Morris,
Charles Botesworth Pinckney & Thomas
Pinckney shall require to the end that
such trusts & uses shall be most effectually
secured: and that until the requisite
deeds shall be provided & shall be executed
all and singular the property of the said
Ann Elliott Huger shall be & remain
subject to the uses intents & purposes that
shall by any Deed or Deeds under the hand
& seal of the said Lewis & Morris, Charles
Botesworth Pinckney & Thomas Pinckney
or a majority of them be specified delin-
ed, & limited: and that it shall at all
times be lawfull to & for the said Ann
Elliott Huger after the solemnization
of the said intended marriage to make
seal & execute any deed or deeds by the
said Trustees to be appointed & pre-
scribed for the purpose in any events
of limiting, appointing, or transferring
or appropriating all or any of the uses or
trusts touching or concerning the said
property. In witness whereof I have here-
unto set my hand & seal at Charleston
the twenty second day of April in the
year of our Lord one thousand eight
hundred and two - Edward W. Wright, Esq.
 Sealed & delivered }
 in the presence of }
 William Lowndes.
 Daniel C. Huger.
 Charleston, S.C. Daniel Elliott Huger.

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made oath he saw Edward W. Laight sign seal, & as his act & deed delivers the foregoing instrument of writing to & for the uses & purposes there in mentioned, & that he with William Lorrondes signed their names as witness to the same. I nowe to the 16th day of March 1803 before Dant. Jas. Ravenel. J. P.

Recorded 16th March 1803.

South Carolina. Know all men by these presents that I Isaac C. Moses of the city of Charleston am held and firmly bound unto Solomon boken of Georgetown in the full and just sum of five hundred pounds Sterling to be paid to the said Solomon boken or his certain Attorney, Executors, Administrators, or assigns for which payment well and truly to be made & done, I bind myself and each and every of my heirs, executors and administrators firmly by these presents. Sealed with my seal & dated this first day of November one thousand eight hundred & two. Whereas a marriage is intended shortly to be had and solemnized between the said Isaac C. Moses & Hannah the daughter of Marks & ~~Rachel~~ Rachel Lazarus in consideration of which marriage and for making some provisions and Settlements upon and for the said Hannah Lazarus it hath been agreed by and between the parties aforesaid that the said Isaac C. Moses shall pay unto the said Solomon boken the sum of five hundred pounds as aforesaid upon

the trusts and for the purposes herein after mentioned expressed and declared of concerning the same in manner following (that is to say) the whole sum of five hundred pounds sterling within the space of one year next ensuing the date hereof, I in trust and to and for the said Hannah Lazarus her executors and administrators, And the said Isaac b. Moses for himself his heirs, executors and administrators, And the said Isaac b. Moses for himself, his heirs executors, and administrators hereby covenants to and with the said Solomon Cohen his executors and administrators in manner following (that is to say) that it shall and may be lawful to and for the said Hannah Lazarus notwithstanding during her coverture at any time ~~or~~^{and} times during her life, by any writing under her hand and Seal attested by two or more credible witnesses, or by her last Will and Testament in writing or any writing purporting to be her last Will and Testament, to give, bequeath, dispose of at her own free will & pleasure all or any part of the said five hundred pounds— Now the condition of this obligation is such that if the said Isaac b. Moses his heirs executors and administrators shall and do well & truly pay and cause to be paid unto the said Solomon Cohen his executors or administrators the said sum of five hundred pounds sterling within one year after the date hereof upon and to for the uses and trusts above declared and expressed, then this obligation to be void and of no effect or else to remain in full force and virtue signed, sealed & } I. C. Moses. L. S.
 delivered in the presence of }
 P. Cohen
 Myer Moses
 Jacob J. Cohen.

Charleston, S.C. Myers & Moses made oath
he saw Isaac C. Moses sign, seal, and affix
his act & deed deliver the foregoing Instrument
of writing to and for the uses and
purposes therein mentioned and that
he with Jacob L. Bohm signed their names
as Witnesses to the same.

Sworn to the 19th day of March 1803
before Danl. Day, Notary P. P.

Recorded 19th March 1803

South Carolina Articles of Agreement made
and executed the eighteenth day of November in
the year of our Lord one thousand eight hun-
dred and two Between Doctor Hugh Mc-
Burney of Jacksonborough in the District
of Colleton & State aforesaid of the first
part; Elizabeth Thompson of the second
part in the said District of Colleton and State
aforesaid of the second part and Thomas
Fender, Joseph Fuller, & Philip J. Smith
Esquires also of the same District & State
aforesaid Trustees of the said Elizabeth
Thompson of the third part. Whereas
a marriage is intended shortly to be
had and solemnized, between the said
Hugh Mc. Burney and the said Eliza-
beth Thompson. And whereas the said Eli-
zabeth Thompson is seized possessed and
entitled to the real and personal estate
hereinafter mentioned, and it has been agreed
between the said parties to these presents that
the said real and personal estate shall
be conveyed, transferred and secured firmly
& effectually to the said Thomas Fender,
Joseph Fuller, & Philip J. Smith and the
survivors of them his heirs, executors,
administrators and assigns in trust for
the purposes herein after mentioned. Now

therefore the said Hugh M^r Burney, in consideration of the said intended marriage and in pursuance of the said agreement, and also in ~~consideration~~ of consideration of the sum of ten shillings Shillings Sterling to him in hand paid, by the said Thomas Fendin, Joseph Fuller and Philip S. Smith or one of them, doth hereby for himself, his heirs, Executors, and administrators article, covenant and agree to and with the said Thomas Fendin, Joseph Fuller, and Philip S. Smith their executors, administrators and assigns in manner following that is to say - That after the said marriage shall have taken effect, he will ~~not~~ join in conveying with the said Elizabeth Thompson, and securing firmly and effectually to the said Thomas Fendin, Joseph Fuller, and Philip S. Smith, and the Survivors of them and their heirs and assigns All that Plantation or tract of land, containing six hundred acres, more or less situate in Saint Barthol^e Parish botting and bounding on lands of ~~Joseph~~ Fuller, Malache Ford and Wm Postell Esquires In trust nevertheless to and for the uses and purposes herein after to be mentioned - And the said Hugh M^r Burney in pursuance of the said Agreement, and for the consideration aforesaid doth hereby also, for himself, his executors and administrators article, covenant, promise and agree to and with the said Thomas Fendin, Joseph Fuller, and Philip S. Smith, their executors administrators and assigns in manner and form following that is to say, that as soon as the said marriage shall have taken place he will bargain, sell, and transfer firmly and surely to the said Thomas Fendin, Joseph Fuller, and Philip S. Smith, and the survivors of them their executors, administrators and assigns the following slaves with the further issue and increase of the females to wit

Lamb, George, Miley, Sandis, Nell, Dicks,
 Maryann, bat^a, Charity, Josiah, Matilda
 and Bindh. And, ^{also} given in conveying with
 the said Elizabeth Thompson, and
 transferring and securing firmly and
 effectually to the said Trustees or the
 Survivor of them all the undivided part
 of the real estate of Peter Youngblood
 deceased; as well as the undivided ~~part~~
 proportion, or share of the real & personal
 estate of her uncles, David and Isaac
 Youngblood deceased, and to which
 the said Elizabeth Thompson is en-
 titled unto under and by virtue of
 their several wills. In trust neverthe-
 less to and for the following uses and
 purposes that is to say. The whole of the pro-
 perty herein mentioned, real and perso-
 nal, as well as that which the said Eliza-
 beth Thompson is or may be entitled
 unto from her father Peter Youngblood
 and her uncles David and Isaac Young-
 blood's several and respective estates shall
 be, and is hereby declared to be, in trust to
 and for the use, benefit, and behoof of the
 said Hugh C. W. Burney and the said
 Elizabeth Thompson during their joint
 lives, without being at all liable, or in
 any manner subject to the creditors of
 the said Hugh C. W. Burney - and from
 and after the death of the said Hugh C. W.
 Burney should he die ~~or~~ before the said
 Elizabeth Thompson, then in trust for
 the sole use, benefit, and behoof of the
 said Elizabeth Thompson her heirs
 and assigns for ever. And in case the
 said Elizabeth Thompson should die
 before the said Hugh C. W. Burney
 without leaving any child or children,

grand child or grand children living at her death, then in trust from and after the death of the said Elizabeth Thompson to and for the sole use benefit, and behoof of the said Hugh C.W. Burney his heirs and assigns forever. But should the said Elizabeth Thompson die before the said Hugh C.W. Burney leaving any child or children grandchild or grandchildren living at her death then in trust from and after the death of the said Elizabeth Thompson to and for the use benefit, and behoof of the said Hugh C.W. Burney during his natural life, without impeachment of waste and the whole of the said Estate at the death of the said Hugh C.W. Burney to be limited and disposed of to such child or children grand child or grand children, by the said marriage as may be then living in such proportion, and to whom of them should there be more than one, he by his last will and testament duly executed may devise, limit, and appoint, but should there be no child or children, grand child, or grand children, living at the death of the said Hugh C.W. Burney then to such other person or persons as he by his Will aforesaid may think proper to devise, limit, and appoint, and in default of such will and appointment then in trust for the use benefit and behoof of the right heir or heirs of the said Elizabeth Thompson forever. And the said Hugh C.W. Burney doth also for himself, his heirs, executors, and administrators further covenant promise and agree to and with the said Thomas Fendin, Joseph Fuller, and Philip S. Smith and the survivors of them and the heirs executors, administrators and assigns of the survivors of them as the case may require that he will at all times after the execution

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of the said conveyance, and at the request
of the said Thomas Felder, Joseph Feller
and Philip S. Smith or either of them, or
the heirs, executors, administrators or as-
signs of the Survivor or Survivors of them
join with his said intended wife in ex-
ecuting such further deeds and convey-
ances as they or either of them may think
requisite, for the better and more firmly
securing and conveying the estate or pro-
perty aforesaid to them or him or his heirs
executors, administrators or assigns
in trust for the uses and purposes aforesaid.
In testimony whereof the parties to these
Presents have hereunto set their hands &
seals the day and year first above written.

Sealed & delivered } Hugh C. W. Burney, L. S.
in the presence of } Elizabeth Thompson, L. S.
W. Youngblood } Personally appeared
Andrew H. Jones Andrew H. Jones, and duly
made oath, that he was present and did see
Hugh C. W. Burney, & Elizabeth Thompson
both sign, seal, and deliver the within deed
for the uses thereon contained and that he
the Deposent with William Youngblood
subscribed their names thereto as wit-
nesses. I sworn to this 17th of March ~~1803~~ 1803.
Before Andrew H. Jones
Joseph Rogers, Esq. Recorded 7th April 1803.

South Carolina. This Indenture Tripartite
made the nineteenth day of January in the
year of our Lord one thousand eight hundred
and three, and in the twenty seventh year
of the Sovereignty & independence of the
United States of America between George
Vercoe of the city of Charleston in the State
aforesaid Esquire, of the first part, Rebecca
Ferman of Saint James Parish in the same State,

Spinerer of the second part, and Thomas Satur-
erman of Saint James Parish aforesaid, Planter,
and Joseph Verree of Charleston Merchant of the
third part - Whereas a Marriage by Divine permis-
sion is shortly intended to be had and solemnized
between the said George Verree and the said Rebecca
Ferman. And Whereas the said Rebecca Ferman
is entitled among other things to divers negro slaves
by virtue of the last will and testament of her Father
the late Edward Ferman of Saint James Parish
aforesaid. And whereas, upon the treaty and pre-
vious to the said intended ~~intended~~ marriage, it
has been and is agreed between the said George
Verree and the said Rebecca Ferman that
such of the negro slaves of her said Father as
as she may be entitled unto, by virtue of his said last
Will and Testament, should be by her bargained
and sold ~~under the said Ferman~~ unto the said Tho-
mas Satur^{Ferman} and Joseph Verree - and
their executors, administrators, and assigns, to for-
and upon the several uses and subject to the trusts,
intents and purposes, in such manner as herein
after is ~~described~~ mentioned, limited, expressed, and
declared of and concerning the same Now
this Indenture witnesseth, that in pursuance
and performance of the said agreement, and for
and in consideration of the said intended
Marriage, and also for and in consideration
of the sum of one dollar to the said Rebecca Fer-
man in hand paid, by the said Thomas Satur
Ferman and Joseph Verree - at or before the
sealing and delivery of these presents (the re-
ceipt whereof the said Rebecca Ferman doth
hereby acknowledge) she the said Rebecca Fer-
man hath bargained and sold, and by these
Presents doth bargain, sell, and deliver to the
said Thomas Satur Ferman and Joseph
Verree the said several negro slaves, to
which she is entitled, by virtue of the said last

Will and Testament, to wit, Grace, Buffee,
 Cato, Jacky, Tuba, Abby, Lavinia, Peggy, Tom,
 Hannah, Joseph, Tom, Philles, Abby, Bill, bacon,
~~to go with the future issue and increase of the females~~
 Chloe, London, Mrs. Joe, and Jacky, Johnnie
 and to hold the said several negro slaves,
 with the future issue and increase of the
 females, unto the said Thomas Satur German
 and ~~their~~
 Executors, administrators, and assigns
 in trust, for the said Rebecca German
 her heirs, executors, administrators and
 assigns, until the solemnization of the
 said intended marriage, and from
 and immediately after the solemnization
 thereof, Then upon this further trust, that
 the said negro slaves together with their
 future issue and increase shall be and
 remain, and more, to the sole, separate, and
 proper ~~use~~, benefit and behoof of her the
 said Rebecca German, for ~~be~~ and during
 her natural life, and shall not be in
 any wise subject or liable to the payment
 of the debts or other demands against the
 said George Vercoe, now or hereafter to
 be contracted, and after the death of the
 said Rebecca German, then upon the
 further trust that the same shall be and
~~increase~~ remain and more to the issue
 of the said Rebecca German by the said
 George Vercoe, living at the time of ~~the~~ death
 of the said George Vercoe if he should sur-
 vive the said Rebecca German, but if
 she should survive the said ~~George~~
~~Rebecca German~~
~~George Vercoe~~, then to such of the
 same issue, as shall be living, at the
 time of the death of the said ~~Rebecca German~~
 but if the said ~~Rebecca German~~
 should die without such issue then on the

further trust that the same shall be and remain, and
move to the survivor of them to the said George
Verree and Rebecca German; And it is hereby
declared and covenantal between the parties
aforesaid, that they the said Thomas Satur German
and Joseph Verree, their executors, and admi-
nistrators shall and will transfer and af-
sign the said negro slaves with their future
issue and increase, to such person or persons,
as to the said Rebecca German, notwithstanding
standing her said intended Coverture shall
by any instrument of writing, testified by two
Witnesses at any time direct or require the same
to be transferred and assigned to, but to be held
by such person or persons as Trustees, upon
the express trusts, and for the uses and purposes
herein declared And also that the said Tho-
mas Satur German and Joseph Verree -
their executors, administrators and assigns
shall and do permit, and well and sufficiently
authorise and empower the said George Ver-
ree to have, receive and take the profits, com-
ings and other ~~proceeds~~^{proceeds} of the said negroe-
slaves, and of their future issue and increase,
and every part thereof, but to and for the use
and benefit of the said Rebecca German,
and of her issue, to be appropriated at the sole
discretion of the said George Verree to their sole
use, support, maintenance, and education,
without being subject or liable to the payment
in any wise of the debts of the said George Verree,
and without being liable to be called to an ac-
count for his appropriation ~~for~~ of the same
In witness whereof the said parties to
these presents have hereunto set their hands
and seals, the day and year first above written

George Verree L.S.
Rebekah German L.S.
Thomas S. German L.S.
Jos: Verree L.S.

Sealed and delivered in the presence of
the words "at the sole discretion of the said
George Verree" being first interlined be-
tween the fifth and sixth lines from the
bottom of the last page, and the words
"and without his being liable to be called
to an account for his appropriation of
the same" being first added to the fourth
line from the bottom of the same page.

E. W. Weyman.

Sam'l. Verree. John Texdale Junr.

Charleston sc. E. W. Weyman made
oath, that George Verree, Rebekah Poman,
Thomas S. Poman, and Joseph Verree
signed, sealed, and delivered the within
Instrument of writing for the purposes
mentioned, and that he with Sam'l. Verree,
and John Texdale Junr. signed their
names as Witnesses to the same —
Sworn the 23^d April 1803, before —
Recorded 23^d April 1803. Daniel Huger D. H.

State of South Carolina. Know all men
by these Presents, that I Benjamin Boisour
Traquier am held and firmly bound
unto Thomas Stubrick, Nathaniel Heyward
and William Heyward Esquires their
Executors, Administrators, and assigns
in the full and just sum of sixteen
thousand pounds Sterling: to which pay-
ment well and truly to be made and
done I bind myself and each and
every of my heirs, executors, and ad-
ministrators firmly by these Presents
Sealed with my Seal and dated at Charles-
ton this twenty third day of December in
the year of our Lord one thousand eight
hundred and two and in the twenty se-
venth year of the Sovereignty and Independence

of the United States of America. Whereas
a Marriage is intended to be had and so-
lemnized between Benjamin Foijen Trapier
and Hannah Shubrick Heyward of Charle-
ton in the aforesaid State. And whereas the
said Benjamin Foijen Trapier in prospect
and consideration of the said intended
Marriage, and also in consideration of
~~the said intended marriage~~ a considerable
portion to be acquired by him the said
Benjamin Foijen ~~of~~ Trapier upon
his marriage with the aforesaid Hannah
Shubrick Heyward, and for divers other
good causes and valuable considerations
him thereunto moving, hath agreed to charge
his estate with the payment of the sum of eight
thousand pounds sterling in case the said
Hannah Shubrick Heyward his intended
wife should survive him and further in
case the said Hannah Shubrick Heyward
should not survive him but die leaving
at the time of her death a child or children
on her begotten by the said Benjamin Foijen
Trapier then the said sum of eight thou-
sand pounds, to be paid in the manner
following ~~that it is my~~ to and for the sole
benefit and behoof of such child or children.
Now the condition of the foregoing obliga-
tion is, that if the heirs, executors, or admi-
nistrators of the said Benjamin Foijen
Trapier do and shall within six months
after his decease, in case the said intended
marriage should take effect and ~~as~~ the
said Hannah Shubrick Heyward and
~~she~~ shall survive the said Benjamin
Foijen Trapier well and truly pay ~~or~~
cause to be paid unto the said Thomas Shubrick
Nathaniel Heyward, and William Heyward
their executors, administrators in trust to and

for the sole and absolute use and be-
hoof of the said Hannah Shubrick Hey-
ward her heirs executors or adminis-
trators the sum of eight thousand pounds
or in the event of the said Hannah
Shubrick Heyward not surviving her
said intended husband and leaving
at the time of her death a child or children
begotten on her by the said Benjamin

Brapier, if the said Benjamin
Hoissen Brapier his heirs executors
or administrators do pay or cause
to be paid unto the said Thomas
Shubrick, Nathaniel Heyward and
William Heyward their executors or
administrators in trust to and
for the sole benefit and behoof of
of ~~the~~ such child or children so be-
gotten as aforesaid, the said sum of
eight thousand pounds to be divi-
ded amongst the said children if more
than one, share and share alike and
if there should be only one child
living as aforesaid at the decease of
the said Hannah Shubrick Heyward,
then the said ~~the~~ sum of eight thou-
sand pounds to be paid to the said
Trustees to and for the sole use benefit
and behoof of the said child, to be paid
by the said Trustees or their Repre-
sentatives to such child or children
upon his her or their respective days of
marriage or attaining the age of twenty
one years which ever shall first hap-
pen; then the above obligation to be
void or of none effect otherwise to re-
main in full force and virtue.
Sealed and delivered ^{on} ~~on~~ ^{the} 1st day of January
in the presence of "the words "to be" being

"being first inserted between the sixteenth
"and seventeenth lines" Wm Drayton
Charleston sc. Wm Drayton made oath
that Benjamin F. Trapier signed sealed
and delivered the foregoing Instrument
of writing for the purposes therein
mentioned and that he witnessed the
same sworn to the 3d day of May 1803 before
Recorded 3d May 1803 Daniel Kerger Esq.

The State of South Carolina This Indenture
Tripartite made the fifteenth day of February
Anno Domini one thousand eight hundred and
three Between Peter Foiffin of the first part
Physician, Martha Fayfour Sister of the
second part, and Mrs Ann Fayfour widow
all of the State of South Carolina. Whereas
the said Martha Fayfour is entitled to
an undivided moiety of certain lands and
negroes that she has inherited from her
Father Peter ~~Fayfour~~ Physician deceased.
And whereas also the said Martha
~~Fayfour~~ at the death of her mother
Ann Fayfour certain other lands and ne-
groes And whereas a marriage is intended
by Gods permission shortly to be had and solemn-
ized between the said Peter Foiffin and
Martha Fayfour that And whereas it is
the desire of the said Peter Foiffin and Martha
Fayfour that the whole and every part
and parcel of all such property whether
the same shall consist of lands negroes
or otherwise as the said Martha ~~Fayfour~~
shall or may hereafter inherit or
have now inherited either from her Father
Peter Fayfour deceased or from her
mother Mrs Ann Fayfour should
be settled and secured in the manner
upon such trusts, and to and for such

intents and purposes and under and subject
to such restrictions and agreements as ~~these~~
are hereinafter limited, expressed and
declared of and concerning the same Now
this ~~do~~ Indenture witnesseth that in
consideration of the said intended mar-
riage to be had and solemnis'd as afores-
aid, and of the mutual love and affec-
tion which the said Peter Foeffin hath
and beareth to the said Martha ~~Fayfou~~
Fayfou & his intended wife and
also for and in consideration of the
sum of ten shillings to him in hand
paid at or before the sealing and de-
livery hereof the receipt whereof is hereby
acknowledged they the said Peter -
Foeffin and Martha Fayfou have
and each of them hath bargained, sold,
assigned, aliened, ~~dealt~~ transferred,
and set over and by these presents
do and each of them doth bargain sell
assign, ~~alpin~~, transfer, and set over to the
said Ann Fayfou all such ne-
groes together with the future issue
of the females of them as also all such
lands, tenements or houses that she
the said Martha ~~Fayfou~~ Fayfou
have or may inherit or to be entitled
to from the Estate of her father Peter
Fayfou as also all such lands
and tenements and negroes together
with the issue of the females as she the said
Martha Fayfou shall or may hereafter
inherit or be entitled to from the estate of
her mother Ann Fayfou to have
and to hold the said negroes slaves
each and every of them with the future
issue of such as are females unto the
said Ann Fayfou her executors, administrators

and affirms from henceforth for ever & never to
rest upon such trusts and to and for such
intents and purposes as are herein after ex-
pressed and declared of and concerning
the same, that is to say to the sole and only
use and behoof of the said Martha Fayfous
for and during the term of her natural life
freed and exempt and to be for ever freed
and exempt from the liability debts contracts
or engagements of the said Peter Foijan and
from and immediately after the death
of the said Martha Fayfous all and
every part and parcel of all such property
as she will or may inherit or has inher-
ited either from her Father Peter Fayf-
ous or Ann Fayfous her mother shall
descend or ascend to the heirs of the said
Martha Fayfous for ever. In witness
hereof we have here to put our hands
and seals the same day and year ~~that~~
above written.

Signed sealed and Peter Foijan S.S.
~~Witnessed~~ executed Martha Fayfous S.S.
 and delivered in Ann Fayfous S.S.
 the presence of The words / Lands and
 Tenements and / in the ninth line from
 the bottom being first inserted.

Mary Irvine, Susannah Keith, J. H. Stevens.
 Charleton Jr. Jerry Henry Stevens made
 oath, that Peter Foijan, Martha Fayf-
 ous, and Ann Fayfous signed, seal-
 ed, and delivered the foregoing Instrument
 of writing to and for the uses and
 purposes therein mentioned and that he
 with Mary Irvine, and Susannah
 Keith witnessed the same.

Sawn to the 4th day of May 1803 before } Recorded 4th May 1803.
 Daniel Huger S. U. }
 Daniel Huger S. U.

twenty ninth day of April in the year of our Lord one thousand eight hundred and three, and in the twenty-seventh year of the Independence of the United States of America. Between Samuel Rodgers of the City of Charleston and State of South Carolina of the one part, and Thomas A. Somarall of the same place Merchant of the other part. Whereas by the last Will and Testament of Thomas Segar late of Charleston aforesaid deceased the Grand father of Susannah Rodgers the Wife of the said Samuel Rodgers the House and Lot and Premises in Church Street in which Mrs Amey Baker the Mother of the said Susanna Rodgers lately resided are upon the death of the said Amey Baker to be sold and the amount of the sale thereof to be equally divided between the Children of the said Amey Baker. AND whereas Samuel Baker one of the Children of the said Amey Baker departed this Life on the twenty Eighth day of February ^{hus} whereby the portion or share of the aforesaid House Lot and Premises descends to the said Susannah Rodgers as the surviving Child of the said Amey Baker, and the said Samuel Rodgers will be entitled to receive the same when a sale shall be made of the said House Lot and premises by his Marriage with the said Susanna AND whereas also the said Samuel Rodgers by his said Marriage is possessed of and entitled unto two Negroes Slaves the one named Rosetta the other Charlotte and which came to and were acquired by the said Susanna after marriage, and it is the wish of the said Samuel Rodgers to settle upon the said Susanna in the manner hereinafter mentioned as well the proportion of the sale of the said House Lot and Premises descended to her by the decease of the said Samuel Baker as the said two Negroes Rosetta and Charlotte. NOW therefore in order to carry into effect the wish of the said Samuel Rodgers, and also in consideration of the sum of one Dollar by the

285. said Thomas A. Somersall to the said Samuel Rodgers in
hand paid the receipt whereof he doth hereby acknowledge
he the said Samuel Rodgers hath granted bargained
sold aliened assigned transferred and set over and by
these presents doth grant bargain sell alien assign
transfer and set over unto the said Thomas A. Somer-
sall All the proportion and share of the amount of
the sale of the said House and Lot above mentioned
to which the said Susannah is or at any time here-
after may be entitled by the said decease of her Bro-
ther the said Samuel Baker, and all her the said
Susanna and all his the said Samuel Rodgers
right title and interest of in and to the same and
every part thereof. And also the said Negro Slaves
Rosetta & Charlotte. To have and to hold all
and singular the said premises unto the said Thomas
A. Somersall his Executors and Administrators upon the
special trust and confidence following that is to say
In trust that he the said Thomas A. Somersall his
Executors and Administrators shall and will as soon
as he or they shall have received the proportion of
the amount of the sale of the said House and Lot
to which the said Susanna is or may be entitled by
the decease of her said Brother the said Samuel Ba-
ker or any part thereof put out and from time to
time replace and always lean and keep the same
out upon Interest upon a Bond or Bonds with good
sufficient Security the Interest whereof shall be paid
annually or oftener, and upon this further trust that he
the said Thomas A. Somersall his Executors and Admi-
nistrators shall and will from time to time and at
all times hereafter during the joint lives of the said
Samuel and Susanna Rodgers permit and suffer
the said Susanna notwithstanding her present con-
ture to have take receive use and enjoy the interest
arising from the said proportion of the amount for
which the said House and lot may be sold and
also the use work labour and service of the said
Negroes Rosetta & Charlotte free clear and ~

286 Independent of the control intermeddling or interference of her said Husband the said Samuel Rodgers and from and immediately after the death of either of them the said Samuel & Susanna if there should be no issue of the said Samuel and Susanna then living or if there should be any such issue and the same should afterward die under the age of twenty one years and without leaving issue lawfully begotten who may survive the said Samuel and Susanna then and in either of those cases In trust to have and to hold all and singular the said Premises to the use and behoof of the said Survivor of them the said Samuel and Susanna Rodgers and his or her Executors Administrators and Assigns free clear and absolutely discharged of and from any and every further or other trust condition or limitation whatsoever but if on the death of either of them the said Susanna and Samuel Rodgers there should be living any issue of their Marriage Then in trust to permit and suffer the Survivor of the said Samuel & Susanna Rodgers to have take receive use and enjoy the interest arising from the said portion of the amount for which the said House and Lot may be sold and also the use work labour and service of the said Negroes Rosetta & Charlotte for and during the term of his or her natural life And from and immediately after the death of the Survivor of them the said Samuel and Susanna Rodgers In Trust to have and to hold all and singular the said Premises to end for the use and behoof of such Child or Children of them the said Samuel & Susanna Rodgers as may be living at the death of such Survivor to be equally divided between them if more than one share and share alike Provided that if any Child or Children of the said Samuel and Susanna Rodgers shall have departed this life before such Survivor leaving issue lawfully begotten and living at the death of such Survivor such issue shall represent and be entitled to the

287 share of his her or their parent to be equally divided between them if more than one share and share alike AND also provided and it is hereby declared to be the true intent and meaning of these presents and of the Parties hereto that the said Thomas A Somersall his Executors & Administrators shall have full power and shall be obliged at the request or with the consent of the said Susanna Rodgers for that purpose first had in writing to call in the said sum of Money or any part thereof, and at the request and with the consent of the said Susanna for that purpose also first had in writing to sell and dispose of the said Negroes Rosetta and Charlotte at public or private sale and for Cash or Credit and to vest the said sum of Money and the proceeds of the sale of the said Negroes Rosetta and Charlotte or any part thereof in any property real or personal to be approved of as aforesaid by the said Susanna Rodgers. On condition that the property - whether real or personal in which such monies may so vested shall be settled and conveyed in the same manner and under the same Conditions limitations trusts restrictions provisions and powers as are contained in this Deed AND the said Samuel Rodgers for himself his Heirs Executors and Administrators doth by these presents covenant and agree to and with the said Thomas A Somersall & his Executors and Administrators that he the said Samuel Rodgers and his Executors and Administrators shall and will at any time hereafter and at his proper costs and charges at the request of the said Thomas A Somersall his Executors or Administrators make do acknowledge execute and deliver any such further or other deed act matter thing conveyance or assurance for the better and more effectually and completely carrying into effect the true intent and meaning of these presents as by the said Thomas A Somersall his Executors or Administrators or his or their counsel learned in the Law shall be reasonably devised advised or required. In Witness whereof the said Parties to these presents have hereunto

288 interchangeably set their hands and seals on this
day and in the year first above written -
Sealed & delivered in the presence of Samuel Rodgers (his)
presence of J. Buckmyer, Charles Elliott, John Segar
Charleston, John Segar made oath that Samuel
Rodgers signed sealed and delivered the foregoing Insta-
ment of writing for the purposes therein mentioned
and that he with John Buckmyer & Charles Elliott
witnessed the same. SWORN to the 9th day of May
1803 before Daniel Ravenel, Jr. Recorded the
9th day of May 1803 -

South Carolina,

Articles of agreement made and executed
this eighteenth day of May in the year of our Lord one
thousand eight hundred, Between Charles Pictor of
the City of Charleston in the State aforesaid house car-
penter, of the one part, Elizabeth Byers of the City of
and State aforesaid, Daughter and daughter of -
William Byers and Grand Daughter and daughter of -
Elizabeth Walker respectively deceased, of the second part,
and Angus Graham and John Walker Trustees for the
said Elizabeth Byers of the third part, Whereas an mar-
riage is shortly intended to be had and solemnized be-
tween the said Charles Pictor and Elizabeth Byers, And
whereas the said Elizabeth Byers is possessed of and in-
titled unto the personal estate hereinafter mentioned
and it hath been agreed between the said Parties, that
the said personal estate shall be sold transferred and
firmly and effectually secured to the said Angus Graham
and John Walker and the survivor of them his execu-
tors Administrators and Affigns In trust for the pur-
poses hereinafter mentioned, but by reason of the
minority of the said Elizabeth Byers the same cannot
at present be effected, Now therefore the said
Charles Pictor in Consideration of the said intended
marriage, and in pursuance of the said Agreement, and
also in Consideration of the sum of five shillings star-
ring, to him in hand paid by the said Angus Graham

289 and John Walker, the receipt whereof is hereby acknowledged
to the said Charles Pictor doth hereby for himself his Executors
and Administrators article covenant promise and agree to and
with the said Angus Graham and John Walker in manner and
form following, that is to say, that after the said Marriage shall
have taken effect he will bargain sell and transfer firm-
ly and securely to the said Angus Graham and John Walker
and the Survivor of them his Executors Administrators and
Assigns the following Negro Slaves, to wit, Kate, Hannah, -
Rachel and her Child Eliza, and their future Issue and
Increase, which said Negro Slaves the said Elizabeth Byers
became possessed of and entitled unto by virtue of the last
Will and Testament of her Grand Mother the said Elizabeth Wal-
ker, bearing date the seventh day of May in the year of our
Lord one thousand seven hundred and eighty seven, also all
the other Negro Slaves and personal Estate whatsoever and
wheresoever, which she the said Elizabeth Byers now hath, or
may hereafter have or be entitled unto, under and by vir-
tue of the last Will and Testament of her Father the said
William Byers, bearing date the twenty fifth day of May in
the year of our Lord one thousand seven hundred and eighty
three, and that the said Negro Slaves above mentioned, together
with their future Issue and Increase, and also all the other per-
sonal Estate which she the said Elizabeth Byers now
hath or hereafter may have or be entitled unto, by virtue
of her Father's will as aforesaid, shall be held by the said
Angus Graham and John Walker and the Survivor of
them his Executors Administrators and Assigns In-
Trust nevertheless and to for and upon the following, uses
and purposes that is to say, In Trust that the said Angus Gra-
ham and John Walker and the Survivor of them his Executors Admin-
istrators and Assigns, do and shall from time to time and at all times
hereafter well and sufficiently authorize or otherwise permit d
suffer the said Elizabeth Byers the intended wife of the said Charles
Pictor to take to her own use and benefit all and singular the
profits earnings and gain arising or to arise from the labour
and service of the said Negro Slaves, and their future Issue and
Increase which she became entitled unto under and by virtue
of her Grand Mother's will as aforesaid, and also all and so-
ingular

290 singular the profits and gains arising or to arise from all
the Negro Slaves and other personal Estate whatsoever and
wherever which the said Elizabeth Byers now hath or -
may have hereafter or be entitled unto under and by virtue
of her Father's Will as aforesaid, for and during the term
of her natural life, but so as not to be subject to the controul
or interruption of the said Charles Pictor, or to be liable -
for his Debts or Contracts, and from and immediately after
the Death of the said Elizabeth Byers In Trust to apply all
and singular the profits earnings and gain arising or to
arise from the labour and service of the said Negro Slaves
and their future Increase and Increase which the said Elizabeth
Byers became entitled unto under and by virtue of her Grand
mothers Will as aforesaid, and also all and singular the
profits and gain arising or to arise from all the Negro
Slaves and other personal Estate whatsoever and whereever
which the said Elizabeth Byers now hath or may have -
hereafter or be entitled unto under and by virtue of her -
Father's Will as aforesaid, to the maintenance and Edu-
cation of the Children and Issue of the said Elizabeth -
Byers and the Survivor and Survivors of them until -
some one of such Children and Issue shall attain the
age of twenty one years or be Married, and from and
immediately after any one of such Children and Issue
shall arrive to the age of twenty one years or be Married
then In Trust that the said Angus Graham and John
Walker and the Survivor of them his Executors Ad-
ministrators and Agents do and shall pay and apply
and divide all the said Negro Slaves with their fa-
ture Issue and Increase and other personal Estate -
whatsoever and wheresoever herein before mentioned,
amongst such Children and Issue of the said Elizabeth
Byers as shall be then living, but in case the said -
Elizabeth Byers should die leaving no such Children
and Issue or that she should leave Children and Issue
all of whom should die under the age of twenty one
years and unmarried, then In Trust to and for the use -
benefit and behoef of the said Angus Graham and John
Walker their Executors Administrators and Agents

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for ever free and discharged of and from all further and other trusts whatsoever, and that the said Charles Pictor for himself his heirs Executors and Administrators doth hereby further covenant - promise and agree to and with the said Angus Graham and John Walker and the survivor of them his Executors Administrators and Assigns, that he the said Charles Pictor will at - all times after the execution of the bargain, sale and transfer aforesaid at the request of the said Angus Graham and John Walker or either of them or their Executors Administrators and Assigns execute any further Deed or writing as they the said Angus Graham and John Walker and the survivor of them his Executors Administrators or Assigns may think requisite & for the better and more perfect bargaining selling and transfer - ring the said Negro Slaves with the future fine and increase and other personal Estate whatsoever and wheresoever before men - tioned, to the said Angus Graham and John Walker and the survivor of them his Executors Administrators and Assigns, In - Test for the uses and purposes aforesaid, as the said Angus - Graham and John Walker or the survivor of them his Execu - tors Administrators and Assigns shall devise advise or require, In witness whereof the parties to these presents have hereunto set their hands and affixed their seals at Charleston on the Day and in the year first above mentioned

on the Day and in the year of our Lord one thousand eight hundred and
Sealed & Delivered in the presence of John Hodgson { Angus Graham (SS)
Thomas Hickey Pickton John Walker (SS)
Received on the Day of the Charles M. Pickton (SS)
date of the within written Deed of and from the within named Angus Graham & John Walker, the sum of five
shillings Sterling, in full for the consideration Money
within mentioned Charles M. Pickton, before John Hodgson
State of Carolina, W. John Hodgson maketh oath that he was
present & saw the within named W. Angus Graham, Charles M.
Pickton, John Walker & Eliz. Byers sign seal his then own Act &
Deed deliver this Instrument of writing for the uses & purposes therein
mentioned John Hodgson, Sworn before me 7th June 1803 Jas. Bentham Esq.
W. John Hodgson maketh oath that he was present & saw the above named
Charles M. Pickton sign his name to the above Receipt John Hodgson
Sworn before me 7th June 1803 Jas. Bentham Esq.
Recorded 8th June 1803

This Indenture tripartite made the

day of in the year of our Lord one thousand eight
hundred and three, Between Charlotte Mitchell of George
Town in the State aforesaid Spinster of the first part,
Thomas Mitchell of the same place Esquire of the second part
and Samuel Wragg and Thomas Rothmehl, ^{Mitchell}Esquires of the
third part, Whereas a marriage is intended by divine permis-
sion shortly to be had and solemnized between the said
Charlotte Mitchell and the said Thomas Mitchell And
Whereas the said Charlotte Mitchell is now lawfully and rightfully
possessed in her own right of and in Nine Negro and other Slaves -
named as follows, to wit, Judith and her two Children Emmons
and Pedro, Grace and her four children Myra, Presto, Lubens-
suar, and a Negro Man Cain, and the said Charlotte Mitchell
is also entitled to a legacy of one thousand five hundred pounds
under and by virtue of the last will and testament of her
late Father Thomas Mitchell deceased, but which same legacy
has not as yet been reduced into possession, and whereas
in prospect and consideration of the said intended marriage
the said Thomas Mitchell and the said Charlotte Mitchell
have agreed that the said Charlotte Mitchell shall grant
bargain and sell a joint transfer and make over the said
Negro and other Slaves with their future issue and increase
and the said Legacy so due as aforesaid unto the said Samuel
Wragg and Thomas R Mitchell the survivor of them his
Executors and Administrators, In Trust nevertheless and
to and for the several and respective uses intents and
purposes hereinafter mentioned expressed and declared
of and concerning the same, Now this Indenture
Witnesseth that in pursuance of the said Agreement
and in consideration of the said intended Marriage and
also for and in consideration of the sum of five pounds
to the said Charlotte Mitchell in hand well and truly
paid by the said Samuel Wragg and Thomas R Mitchell
at and before the sealing and delivery of these presents the
receipt whereof is hereby acknowledged and for settling and
aspiring all and singular the promises to and for the several
uses intents and purposes hereinafter mentioned expressed -

273 and declared and for divers other good causes and considerations
the said Charlotte Mitchell therunto moving she the said
Charlotte Mitchell (by and with the priuity consent approbation
and agreement of the said Thomas Mitchell testified by his being
made a party to and signing sealing and delivering these -
present(s) Hath granted bargained and sold and by these presents
Doth grant Bargain sell and in due form offer deliver unto
the said Samuel Wragg and Thomas R Mitchell and the survivor
of them his Executors and Administrators all and singular the said -
Negro and other slaves named Judith and her two children
Emma and Pedro, Grace and her four children Myra, Prest, Luben
Luna and a Negro man Cain with their future issue and increase,
and for the Considerations aforesaid she the said Charlotte Mitchell
by and with the like priuity consent approbation and agreement
of the said Thomas Mitchell testified as aforesaid Hath aforesaid
transferred and set over and by these presents, Doth fully and
absolutely aforesaid transfer and set over unto the said Samuel
Wragg and Thomas R Mitchell and the survivor of them his -
Executors and Administrators the aforesaid legacy of one thousand
five hundred pounds, hereby Constituting and appointing the
said Samuel Wragg and Thomas R Mitchell jointly and severally
and the survivor of them his Executors and Administrators to
be her true and lawful Attorneys with full power and authority
for her and in her name but to the uses hereinafter mentioned
to sue for levy recover and receive and give acquittances for the
same, To have and to hold the said Negro and other slaves with
their future issue and increase together with the aforesaid legacy
a sum of money unto the said Samuel Wragg and Thomas R
Mitchell unto the survivor of them and the Executors and -
Administrators and Assigns of such survivor for ever -
In Trust nevertheless and to and for the several and respec-
-tive uses intented and purposes and with and under the sever-
-al and respective limitations and appointments herein
after mentioned expressed and declared of and concerning the
same, that is to say, In Trust to and for the use benefit and
behalf of the said Charlotte Mitchell her Executors Admin-
-istrators and Assigns until the said intended Marriage shall
be solemnized and take effect, and from and immediately after
the solemnization of the said intended Marriage then upon
this

294 this further trust and confidence that they the said Samuel

Wragg and Thomas R Mitchell and the Survivor of them and the
Executors and Administrators of such Survivor do and shall during
the joint lives of them the said Thomas Mitchell and Charlotte
his wife well and truly permit and suffer the said Thomas
Mitchell to have and take the labor ^{income} and profits of the said Negro
and other Slaves and their future issue and increase as also the
Interest and proceeds of the said legacy or sum of Money for the
joint use benefit and behoof of them the said Thomas Mitchell
and Charlotte his wife, It being nevertheless the true intent
and meaning of the said parties and of them presents that the
said Negro and other Slaves and their future issue and increase
as also the aforesaid legacy or sum of Money shall not at
any time hereafter be liable to be seized taken sold or used
for any debts or contracts of him the said Thomas Mitchell
in any wise however or by virtue of any judgment or exe-
cution that shall have been or may be obtained or sued
forth against him the said Thomas Mitchell during the
operation of the Trust and Confidence hereby reposed in
the said Samuel Wragg and Thomas Rothmiller Mitchell,
and the said Thomas Mitchell for himself his heirs Executors
and Administrators doth hereby covenant promise and agree
to and with the said Samuel Wragg and Thomas R. Mitchell
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 Charlotte his wife by her last will and Testament duly
executed or by any Deed or writing to be attested by two or
more credible witnesses and to take effect upon her death,
(and notwithstanding her Coverture) 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 and other Slaves and their future issue and
increase as also the aforesaid legacy or sum of Money or
any part thereof hereby settled and apportioned in manner
aforesaid, But in case as usual she shall happen to depart
this life without having made such last will and Testa-
ment or Deed or writing and he the said Thomas Mitchell
shall be living then and on that contingency upon this

295 further Trust and Confidence that they the said Samuel Waagg
and Thomas R Mitchell and the survivor of them and the Executors
and Administrators of such Survivor do and shall stand posse-
sed of the said Negro and other Slaves and therefore and in-
crease as also the aforesaid legacy or sum of Money to and for the use
benefit and behoof of all and singular the Children of the said
Thomas Mitchell on the Body of the said Charlotte 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 Administrators and
Assigns for ever and in exclusion of all right and title therin of
him the said Thomas Mitchell / But the issue of any such de-
ceased Child to take on a diversion only a Childs part or share in
right of the Child such issue represents) and in case there shall
be then living only one Child of the said Thomas Mitchell on
the Body of the said Charlotte his wife begotten or lawful issue of
one Child so happening to be dead then in Trust for the use
benefit and 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 exclusion of any right and
title therin of him the said Thomas Mitchell, Provided always
and it is declared to be the true intent and meaning of these pre-
sents and of the parties thereto that it shall and may be lawful
for the said Thomas Mitchell at any time during the joint
lives of them the said Thomas and Charlotte upon the consent
first had and obtained of them and the said Samuel Waagg and
Thomas R Mitchell or any one of them or the Executors Admini-
strators or Assigns of the Survivor to bargain sell and dispose
of all and any of the above named Negro and other Slaves,-
their issue and increase 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
that property so to be purchased to be subject to the several
trusts uses and conditions herein and hereby declared of and
concerning the original Estate of the said Charlotte In
Witness whereof the said parties to these presents have hereunto
interchangeably set their hands and seals the Day and year
first above written Thos Mitchell AD/ 1851
Charlotte Mitchell AD/ Sealed and Delivered the
Litter

296 Letter R being first interlined in the third line from the bottom of the second sheet in presence of W. W. Trapier, Job Smith
Received the day of the date of the within Indenture from
the within named Samuel Waggs and Thomas R. Mitchell
the sum of five pounds being the consideration money -

L.S. O. therin mentioned to be paid by them to me Charlotte

Mitchell, witness Job Smith, State of South Carolina
George Town District, Before me William Murray Esquire
one of the Justices aforesaid for said District personally came
and appeared Job Smith who being duly sworn made oath
that he was present and did see Thomas Mitchell and Charlotte
Mitchell sign seal and as their Act and Deed deliver this within
Instrument of writing to and for the uses intents and purposes
therin set forth and that this Deponent and William W.
Trapier did subscribe their names as witnesses thereto Job Smith
Sworn before me this 13th day of June 1803 William Murray Esq.
Recorded 15th June 1803

South Carolina

This Indenture made the twenty eighth Day
of April in the year of our Lord one thousand eight
hundred and three, Between Catherine Gross of the City
of Charleston and State aforesaid of the one part and
Frederick Dubbert of the same place and State aforesaid of the
other part, Witnesseth that the said Catherine Gross in
consideration of the sum of five Shillings Sterling Money to
her in hand paid by the said Frederick Dubbert before
the delivery of these presents, (the receipt whereof is hereby
acknowledged) hath Bargained and sold and by these
presents Doth Bargain and sell to the said Frederick
Dubbert his Executors Administrators and Assigns All that
lot piece part or parcel of land situate lying and being
in Hampstead, and known in the plan of Hampstead as
being part of lot N^o 1 one containing in front on King
Street Road thirty feet more or less, and in depth on Spring
Street one hundred and ninety five feet, Butting and
Bounding to the Eastward on lot N^o 5 five, to the Westward on
King Street to the Northward on Spring Street and to the S^o ward
on part of lot N^o 1 one, in possession of Ann Buffers -

297 Together with all and singular the houses buildings fences, gardens ways privileges profits hereditaments and appurtenances whatsoever to the said lot piece part or parcel of land, belonging or appertaining, or with the same used reported or known as part or member thereof, and the reversion and execress, remainder and remainders, rents issues and profits thereof, and of every part thereof, to have and to hold the said lot piece part or parcel of land hereditaments, and all and singular the premises hereinbefore mentioned, and every part and parcel thereof with them and every of their rights members and appurtenances unto the said Frederick Dubbert his Executors Administrators and Assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one year from thence next ensuing and fully to be completed and ended, yielding and paying therefor unto the said Catherine Gross her Heirs and Assigns the yearly rent of one peper corn at the expiration of the said term, if the same shall be lawfully demanded, to the intent and purpose that by virtue of these presents, and of the Statute for transferring uses into possession the said Frederick Dubbert may be in the actual possession of the premises, and be hereby enabled to accept a grant and release of the freehold reversion and inheritance of the said premises their Heirs and Assigns for ever, In trust nevertheless to and for such uses intents and purposes as shall hereafter be declared in a Deed of Reas in trust to be made between the said parties and to bear date the day next after the day of the date hereof, In Witness whereof the parties to these presents have hereunto set their hands and affixed their seals, the day year first above written Catherine Gross^{ss} Signed Sealed and Delivered in the presence of Mr. Frank Isaac Nelson, John Geddes, Received on the day of the date of the within written Indenture the sum of five shillings being the consideration Money within mentioned to be paid to me Catherine Gross, Catherine Gross. Witness Isaac Nelson, Christian Graddick - Charleston S^t Isaac Nelson made oath that he saw Catherine Gross make her mark seal das her Act & D^r delivir the foregoing Instrument of writing for the purpos^s therein mentioned, he also saw her make her mark to the above Receipt, & that he witnessed the same with Christian Graddick & John Geddes, Sworn to the 16th day of June 1803 before Daniel Hager Esq^r

Recorded 16 June 1803.

This Indenture Tripartite made and executed
the twenty ninth Day of April in the Year of our Lord one
thousand eight hundred and three, and twenty seventh
year of the Independence of the United States. Between
Dilliman Fasbender late of Germany, now of the District of
Charleston, and State aforesaid, of the first part, and Catherine
Gros of the City of Charleston, and same State aforesaid Widow
of the second part, and Frederick Dubbert of the same
City and State, Trustee for the said Catherine Gros of the
third part, Whereas a Marriage is intended by the
permission of God, to be shortly had and solemnized between the
said Dilliman Fasbender and Catherine Gros, and whereas
the said Catherine Gros is seized possessed, and intitled to the
Real and personal Estate herein after mentioned, and it has
been agreed between the said parties to these presents, that the
said Real and Personal Estate shall be conveyed transferred
and secured firmly and effectually to the said Frederick
Dubbert his Heirs Executors Administrators and Assigns,
in trust for the purposes hereinafter mentioned, Now
this Indenture witnesseth that in pursuance
of the said Agreement, and in consideration of the said
intended Marriage, and also in consideration of the sum
of five Shillings Sterling, to the said Dilliman Fasbender
in hand paid by the said Frederick Dubbert, at or before
the sealing and delivery of these presents, the receipt whereof
is hereby acknowledged, she the said Catherine Gros (by
and with the privity and Consent of the said Dilliman
Fasbender her intended Husband, testified by his being
a party to, and his sealing and delivery of these presents)
hath Granted Bargained sold released and confirmed, and by
these presents doth Grant Bargain sell release and confirm
unto the said Frederick Dubbert in full and actual possession
now being by virtue of a bargain and sale to him thereof
made by the said Catherine Gros, in consideration of five shil-
lings by Indenture of Decease bearing date the day next before
the day of the date hereof for the term of one whole year, com-
mencing from the day next before the date thereof, and by force
of the Statute made for transferring uses into possession and

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299 to his Heirs and Assigns. All that lot piece part or parcel of land
situate, lying and being in Bampstead, and known and distinguish-
ed as being part of lot N. 1 (one) in the plan of Bampstead afores-
aid containing in front on King Street thirty four feet more
or less, and in depth on Spring Street one hundred and twenty
five feet, Butting, and bounding to the Eastward on lot N. 5 five
to the Westward on King Street, to the Northward on Spring Street, -
and to the Southward on part of lot N. 1, one in the occupation of
Ann Harter, Together with all and singular the houses, gardens,
buildings, gardens, walls, privileges, profits, hereditaments,
rights, members and appurtenances whatsoever, to the said lot, -
piece part or parcel of land belonging or appertaining, or with the
same reputed used or known as part or member thereof, and the
reversion and reversions, remainder and remainders, rents, issues
and profits thereof, and of every part thereof, and also all the Estate
right, title, interest, trust, property claim and demand whatever
either at law or in equity of the said Catherine Gross, in to or out of the
said lot piece part or parcel of land, hereditaments and premises
to have and to hold the said lot piece or parcel of land here-
ditaments and premises herein before mentioned to be hereby
released and confirmed with their and every of their appurtenances
before mentioned unto the said Frederick Dillman his Heirs and
Assigns in Trust Nevertheless to and for the following uses -
intents and purposes that is to say, to the use and behoof of the
said Catherine Gross and her Heirs, until the solemnization of the
said intended Marriage, and from and after the solemnization
thereof then to the use and behoof of the said Catherine Gross her-
Heirs and Assigns for ever, without the intermeddling or control
of her said intended husband Dillman Tasbender, and as if she
was a female sole, and also to and for such other uses as she the
said Catherine Gross notwithstanding her Coverture, and whe-
ther she shall be sole or married, at any time or times during
her life, by any writing or writings in the nature of a Deed or
will, property executed in the presence of three or more wit-
nesses direct, limit or appoint, and also that he the said
Dillman Tasbender, shall not nor will at any time hereafter
obstruct or hinder the said Catherine Gross in making such
writing will or disposition as aforesaid, But that he his Execu-
tors and Administrators shall and will do any lawful act

300 or thing for the making good, confirming and corroborating the
same according to the true intent and meaning thereof and
shall and will permit and suffer all and every the person or
persons to whom the said lot piece part or parcel of land or -
any part of the same shall be so given bequeath or dispose
of as aforesaid, to have and enjoy the same according to and for
his and their own use and benefit; And this Indenture -
further witnesseth that in further pursuance of the said re-
cited agreement, and for the consideration aforesaid she the said
Katherine Gross by and with the priority and consent of the said
Dilliman Tasbender her intended Husband, testified by his being
a party to, and his sealing and delivery of these presents, hath
bargained sold and delivered, and by these presents, doth bargain
sell and deliver unto the said Frederick Dubbert his Executors
Administrators and Assigns the following Slaves to wit, -
a Negro Man named Tom and another named Lancaster
a Negro Wench named Flora and another named Hannah,
with the future issue and increase of the females, To have
and to hold the said Slaves unto the said Frederick Dubbert
his Executors Administrators and Assigns, In Trust neverthe-
less to and for the following uses intents and purposes that is
to say In Trust to and for the sole separate and peculi-
ar use and behoof of the said Katherine Gross her Executors ad-
ministrators and Assigns forever, without the intermed-
dling or control of her said intended Husband Dilliman
Tasbender, as if she was a feme sole, and also to and -
for such other uses, as the the said Katherine Gross
notwithstanding her present or future coverture, &
whether she shall be sole or married, by any Deed or -
will or writing in the nature of a will property ex-
ecuted in the presence of two or more witnesses direct a
limit or appoint, and also that he the said Dilliman
Tasbender shall not nor will at any time hereafter
obstruct or hinder the said Katherine Gross in making -
such writing will or disposition as aforesaid, But that he
his Executors and Administrators shall and will do any -
lawful act or thing for the making good confirming and
corroborating the same according to the true intent and
meaning thereof, and shall and will permit and suffer