

1. South Carolina. This Indenture made
the eleventh day of December in the year of our
Lord one thousand eight hundred and four
between John Frierson of St. Matthew's
Parish and State aforesaid of the one part
and James M. Cambell of same place and
Peter Robert Witten of St. John's Parish of the
other part. Whereas a Marriage is intended
to be shortly had and solemnized between
the said John Frierson and Eliza Witten daughter
of Peter Witten (deceased) of St. John's Parish
and State aforesaid. And whereas the said
Eliza Witten is seized and possessed of and
interested in the following real estate
a Plantation or tract of land situate lying
and being in St. John's Parish containing
^{more or less} known by the name of
C Moore field and is possessed of the following
negroes namely George Billy Lizeth Sunahall
and Top Sue Little Sue Colia Jim and bas-
tilla Jane and certain stock And whereas
the said John Frierson hath agreed to and
with the friends of the said Eliza Witten
to settle and secure the said Estate to certain
uses and trusts hereinafter mentioned now
this Indenture witnesseth that in considera-
tion of the said intended marriage and
to the intent that the said land slaves and stock
maybe ^{settled} and secured upon the trusts and
for the uses and purposes herein after mentioned
and expressed be the said John Frierson for
himself his heirs exors and assigns doth
hereby covenant and agree to and with the said
James M. Cambell and Peter Robt. Witten
their heirs exors and administrators that he
the said John Frierson doth settle and con-
vey all and singular the land slaves and
stock to the said James M. Cambell and Peter
Robt. Witten or the Survivor of them or the heirs
or admors of such Survivor to the uses herein

mentioned that is to say as well touching the land as the said negroes and stock he the said John Freirson doth convey the same to the said James M. Campbell and Peter Robert Witten upon trust to and for the use of them the said John and Eliza for and during their joint lives and upon and after the death of either of them then to the use of the Survivor during his or her life. And in case there should be no issue of the marriage then to the use of the Survivor or his or her heirs executors administrators for ever. In witness whereof the parties have hereunto set their hands and seals this 11th day December anno Domini 1804. John Freirson L. S. J. S. J. S. Campbell L. S. Peter R. Witten L. S. Signed sealed and delivered in the presence of Witnesses Peter Witten. Simon Brown. Jas. C. Farrell. South Carolina. Orangeburgh District. Personally appeared James C. Farrell who being duly sworn on the Holy Evangelists sayeth that he was present and did see John Freirson sign seal and as his act and deed deliver the within Instrument to for the uses & purposes therein expressed & that he the Deponent was Evidence thereof & as such subscribed his name. Jas. C. Farrell. Sworn before me this 20th day of December 1804. James M. Campbell J. S. Recorded 16th February 1805.

South Carolina. This Indenture Tripartite made the twenty first day of January one thousand eight hundred and five and in the twenty ninth year of American Independence between Lory Salomon of George Town in the State aforesaid Merchant of the first part Sarah North widow and relict of Leo North of the City of Charleston in the State aforesaid of the second part and Abraham Salomon and Peter Smith of the said State (Trustees in this behalf specially nominated and appointed) of the third part. Whereas a marriage by Gods Permission is intended shortly to be had and solemnized by and between

the said Levy Salomon and Sarah Heath
 And whereas the said Sarah Heath hath
 two children by her former husband the
 said Lea Heath named Mary Ann Heath
 and Martha Heath And the said Sarah
 Heath at the time of executing these presents
 is possessed of and entitled to a considerable
 personal Estate which whenever the
 said marriage shall take effect will
 be vested in her ^{intended} husband the said
 Levy Salomon and his assigns forever.
 And whereas upon the recital of and pre-
 vious to the intended marriage afore-
 said and of other the premises herein
 before recited it hath been and is agreed upon
 by and between the said parties that a provision
 for her the said Sarah Heath and her children
 the said Mary Ann Heath and Martha
 Heath shall be made under such limita-
 tions restrictions and provisions as shall be
 hereinafter appointed and declared. &c. or
 therefore this Indenture witnesseth that
 the said Levy Salomon for the conside-
 rations before mentioned and also for
 and in the further consideration of the
 sum of one dollar to him in hand paid
 by the said Abraham Salomon and Peter
 Smith or one of them the Trustees afore-
 said the receipt whereof is hereby acknow-
 ledged by the said Levy Salomon for him-
 self his heirs executors and administrators
 doth hereby covenant grant and agree to and
 with the said Abraham Salomon and
 Peter Smith and the Survivor of them
 his Executors and administrators
 that in the event of the aforesaid mar-
 riage taking effect the Executors or ad-
 ministrators of him the said Levy Salomon
 shall at the end of one year after his death
 well and faithfully pay and deliver over to the

said Sarah (if she should happen to survive her
 said husband) the one third part of his whole
 Estate real and personal after the payment
 of his debts to hold the same to her her heirs ex
 cutors administrators and assigns for ever
 and which is to be considered as in lieu and
 bar of Dower and thirds. But in case it should
 so happen that the said Sarah should happen
 to die in the life time of her said husband
 then in lieu and instead of the provision
 herein before made for her the said Sarah
 it is concluded and agreed upon by and
 between the said parties and the said Levy
 Salomon for himself his heirs executors
 and administrators doth hereby further
 covenant grant and agree to and with
 the said Abraham Salomon and Peter
 Smith and the survivor of them his Exe
 cutors and administrators that he the
 said Levy Salomon his executors or adminis
 trators shall within twelve months from
 the day of the death of the said Sarah well
 and faithfully pay and deliver over the
 sum of four thousand Dollars to the said
 Mary Anne Heath and Martha Heath
 to be ^{equally} divided between them if they should
 both be alive and if but one then to that one
 to hold the same to them or her their or her heirs
 executors administrators ^{and} assigns for ever
 freed from and without any other trust
 whatsoever. In witness whereof the said
 parties to these presents have hereunto
 set their hands and seals the day and
 year first above written. Levy Salomon
 L. S. Sarah H. Heath L. S. Sealed and de
 livered (the words "their or her" in the fourth
 line from the bottom of this page being
 first interlined) in presence of Abm. Alex
 ander, Ralph Levy, Charleston Is. Ralph Levy made
 oath that Levy Salomon signed sealed and delivered

57

this Marriage Settlement And that Sarah
S. Heath made her mark sealed and deli-
vered the same for the purpose therein
set forth and that he with John Alexander
witnessed the same. I swore before
me 26th Febr'y 1805 Daniel Huger: C. C.
Recorded 26th February 1805.

Ce jourd'hui onzième du mois de Septembre mil sept cent
quarante et onze Pardevant Nous Notaire du Roi en la sen-
eschauflée et amirauté de première isle Saint domingue parro-
isse saint Louis de résidence au bourg des bayemettes Souffigne
En présence des témoins, Après nommés aussi sousignés jura
présent le sieur Jean Cabos habitant demeurant en ce
quartier et y domicilié fils légitime de sieur Jean bap-
tiste Cabos et de demoiselle Marie Choume Desperre et
mère inclus baptisé en la paroisse royale de saint
Louis de rochefort en aunis diocèse de la Rochelle
suivant l'extrait que le dit sieur nous a présenté par lequel
il est rict Cabos quoique le comparant déclare que son pré-
sentoit ainsi que lui par deux syllabes seulement
ce qui établit l'identité notre dit sieur majeur appaissant
de son propre mouvement pleine puissance et autorité de
la vis de ses amis et bienveillants cy après signés d'une
part et le sieur Jacques Champy habitant demeurant en
ce quartier agissant aux présentes au nom et comme tuteur
principal d'ice de justice par acte du vingt deux juin der-
nier de demoiselle Marie Magdelaine Victorine emile Berthelot
fille mineure de seize ans de feu sieur Paul
Ambroise Berthelot décédé en ce quartier et son viva-
nt capitaine négrier de la place de Nantes et de
demoiselle Anne Françoise Mullen ses pères et mères
décédés à l'Chartitonite la dite demoiselle baptis-
ée à la petite rivière de l'Chartitonite juridiction de
Saint mar isle de Saint domingue dont l'extrait de
baptême n'a pu nous être représenté à cause des troubles
de la colonie et pour l'équivalent de laquelle pièce il a
été fait en l'hôtel du juge de première acte de noto-
riété aux fins de publications de bans et célébrations
le dit sieur tuteur de l'avis des amis et bienveillants

de la dite demoiselle ophélie sans parens en cette colonie —
 d'autre part et enfin la dite demoiselle marie magde-
 laine victor emilie berthelot mineure de seize ans
 environ procédant sous l'autorisation, consentement et
 assistance du sieur champy son tuteur aussi d'autre-
 part lesquelles parties après mure délibération ont
 promis et se promettent foi et loi de mariage pour la célébra-
 tion avoir lieu en l'église paroissiale de jérémie lieu-
 des domiciles des parties inuellement et aussitôt que —
 l'une des parties en requerra l'autre suivant qu'elles en-
 conviendront entre elles pourvoir elles statuant les con-
 ditions civiles comme cy après savoir Article premier seront
 les futurs époux uns et communs en tous ^{leurs} biens meubles —
 immeubles acquits conquests successions donations legs de quelque
 part qu'ils adviendront en ligne directe ou collaté-
 rale suivant les us et coutumes de paris qui régira la
 présente communauté quand bien même il seroit
 fait à l'avenir des acquisitions en pays contraires —
 à l'établissement de la communauté à quoi les
 parties ont expressément ~~renoncé~~ renoncée et renon-
 cent laquelle communauté sera régie par le futur
 époux suivant la dite coutume Article deux Ne seront
 néanmoins tenu les parties des dettes l'un de l'autre con-
 tractées avant l'époque de la célébration du mariage —
 lesquelles dettes seront payées par celui qui les aura
 contractées et sur ses biens expressément quand bien —
 même la future épouse y auroit part et dans le —
 cas qu'elle s'y fût obligée elle sera autorisée à se
 rembourser sur les biens du futur époux ~~et même~~
 sur ses propres Article trois le futur époux se —
 constitue en dette argent marchandises denrées
 effets contrats billets créances qu'il a en son maga-
 sin en ce bourg ou à jérémie et ailleurs indistincts tous
 lesquels d'ice sans qu'il soit besoin de les prendre équi-
 valant pour être remis à la communauté les sommes —
 apportées par la future épouse dans la dite commun-
 auté consistant et s'élevant à vingt mille trois
 cent quatre vingt quatre livres ten esclaves, ar-
 gent monnoyé et marchandises exhibées et re-
 connus Article quatre le sieur champy en sa

qualité de tuteur principale constituée en dot à la demoiselle
berthelot qui se constitue en dot du consentement de
son tuteur tous les biens meubles immeubles qui pour-
roient lui échouer par succession, donation ou autre m-
ent et particulièrement toutes les sommes argent-
marchandises esclaves créances animaux préprisés
des droits nous raisons actions et prétentions qui
lui sont advenus de la succession de son père dans
laquelle se trouvent confondus jusqu'à ce moment les
droits de feu sa mère et encore les esclaves qui lui
sont advenus au titre de donation de sa marrai-
nne, le tout en nature réelle et effective -
consignés dans le procès verbal d'inventaire du
seigneur juillet dernier fait à notre rapport à la dili-
gence du sieur champy tuteur qui seul servira
de guide pour faire la quotité de la dot pour le
quel acte il résulte que la future épouse
apporte en esclaves savoir. - veronique estimée
deux mille livres 2000 - Jean estimé deux mille cinq
livres ces 2500 charles estimée huit cent livres
ces 800 christophe estimée douze cent livres ces
1200 une petite mulâtresse estimée cinq
cent livres ces 500 - Plus nanette avec ses
deux enfans actuellement à l'artibonite et
garantie par Madame veuve benoit -
les mêmes suivant acte par lequel elle se
trouve fermière garantie des événemens et
débiteur d'averages de former le tout étant un
objet réel à cause de la caution estimée à cause
des enfans et des averages quatre mille livres
ces 4000 - plus quatre cent vingt deux livres
quinze sous en effets réels trouvés en la maison du
bourg et inventoriés et non dénaturés ces 422. 15 -
plus anne estimée deux mille cinq cent livres ces
2500, une mulâtresse nommée victoire estimée
neuf cent livres 900 candio estimée ^{trois} cent livres ces 300 -
soso nigrillon estimée cent cinquante livres 150 -
Alexandre estimé deux mille livres 2000 une jeune
baye estimée six cent livres 600 un poulain
baban estimé trois cent cinquante livres 350 -

un cheval pail alban estimé cinq cent livres 500 — un
 poulain estimé deux cent livres 200 — plus en men-
 bles trouvés en la maison du patte large inventoriés
 et estimé deux cent seize livres six sols 216 — 10 —
 plus d'après l'inventaire il dépend encore de la
 succession de feu Sieur Berthelot et faisant
 partie de la dote constituée des esclaves en soci-
 été pour une briquerie entre lanau le Sieur gr-
 anval et le défunt par lequel acte il compte
 sept esclaves existans dont moitié appartient à
 la demoiselle futur épouse et qui sont évalués
 quinze mille livres partant la moitié —
 s'élève à sept mille cinq cent livres ces 7500 —
 plus il dépend de cette association trois esclaves
 qui n'ont pas été fournis par lanau ou les
 parties les évaluant à deux mille livres cha-
 cun reste pour la part qui y amène le Sieur
 Champy comme tuteur une somme de trois
 mille livres ces 3000 plus des titres liquides —
 fournis par feu lanau en quatre billets
 ou bons par lesquels il compte que la succession
 lanau est comptable de la somme de quatre
 mille six cent quatre vingt quatorze livres —
 dix sols qui sont ici portés comme valeur
 ces 4694 plus une somme de vingt cinq mille
 livres dûs par la succession lanau en vertu
 d'un legs fait par la veuve Edmond —
 faveur du Sieur Berthelot son vivant par
 le testament de ~~de~~ la dite Edmond en date
 du vingt sept décembre mil sept cent
 Soixante et dix neuf par acte au rapport
 de me Thomers notaire aux venettes jurisdic-
 tion de Saint maro par lequel legs il y
 a eu sentence homologative au siège
 de première en date du ~~de~~ douze août
 mil sept cent quatre vingt et que
 lanau dans son procès la l'encontre des
 l'œuvre payés et les partages du neuf décem-
 bre mil sept cent quatre vingt trois par
 le siège par lequel acte de partage —

par le défunt l'aveu par écrit fait de l'effet équivalent
 les dits le défunt l'aveu par écrit fait de l'effet équivalent
 emment et en fournit état insinué de l'aveu
 taire. Dite somme portant intérêt depuis
 mil sept cent quatre vingt les parties
 l'élévent en Capital intérêts et frais sub
 emment a la somme de trente six mil livres
 ces 36.000^{fr} plus en argentier quatre
 cent livres 400^{fr} plus l'expédition d'un
 testament du Sieur Champy par lequel la dem
 oiselle Berthelot est instituée légataire uni
 verselle rappellé en l'inventaire de la lettre
 L et laissé par mémoire ces mémoire
 qui sont tous les effets appartenants au
 Sieur Champy comme administrateur
 et tuteur en nom audit inventaire le reste
 des créances ne méritant pas attention
 étant caduques et qui sont en nature et
 dont la vente des effets périssable n'a
 point eu lieu a cause de projet de ma
 riage avec le Sieur futur époux et la
 demoiselle orpheline pourquoi le futur
 époux reconnait et confesse avoir vu et
 examiné tous les dits effets les acceptés
 pour les prix susnommés aux fins de la con
 stitution dotale de la demoiselle futur époux
 se en donne des ce moment de plein
 décharge au Sieur Champy le dispen
 se d'autre compte a rendre et dem
 ure le futur époux chargé de retirer
 l'expédition du procès verbal d'inventai
 re pour être insinué une suite du pré
 sent contrat et y avoir recours par la
 en sorte que toute la dotte de la demoiselle
 future épouse s'élève au total a la
 somme de soixante et dix mille sept
 cent trente trois livres quinze sols ces
 40433.15. Article cinq convenant
 les parties que de cette somme de soixante dix
 mille sept cent trente trois livres quinze sols

11
il en entrera en communauté le tiers seulement ensem-
ble entrera en communauté le tiers de tout ce qui
pourra devenir par la suite à la future épouse
soit de succession directe ou collatérale ou
par voie d'étrangers de quelque part qu'ils ad-
viennent les deux tiers sortiront expressément
nature de propres à la future épouse à elle et
au Siens seulement et attendu que la dot
de la demoiselle future épouse est toute en-
meubles les parties arrêtent que les deux tiers
de cette constitution dotale seront réputés
immeubles et qu'ils sont et demeurent dès ce-
moment immeublés de la volonté exp-
resse des parties Article Six conveniement
les parties qu'incessamment le futur époux
fera le remploi des propres cy dessus stipulés en
bien immeubles situés à sa volonté soit en Europe
ou en Amérique pour l'emploi des dits prop-
res faits une fois en héritage nos immobi-
liers demeureront et ressortiront à la future épouse
même nature de propres que cy dessus de manière
que la première acquisition d'immeubles que fera
le futur époux sera et demeurera spécialement
destinée pour le dit emploi et réputée acquise pour
remplir la condition quand bien même par
l'acte ~~remplir~~ d'acquisition il n'en eut pas
été fait mention en sorte que l'hypothèque
spéciale courra et aura lieu presque à la
concurrence du montant des propres d'où il arri-
vera que ce bien ne pourra plus être
aliéné que du consentement légal de la
future épouse et encore sous la condition
expresse d'un remploi reconnu valable en
par les immeubles enfin si le dit emploi n'est
pas fait toutes actions de remploi seront im-
mobilières. Article Sept en faveur duquel
mariage le futur époux a doué et dote
la future épouse d'une somme de cinq mille
lignes à avoir et prendre sur le plus des des-
buis du futur époux aussitôt que douaire

aura lieu surprise et sans écrire pour le douaire appartenir aux enfans à naître du futur mariage et les usufruits appartenir à la future épouse en sorte que la future épouse réclamera son douaire sera tenue de l'assigner et de l'hypothéquer sur des immeubles en faveur des dits enfans ledit douaire préfixe et sans qu'il soit besoin d'en faire la demande en justice avec intérêts du jour de son échéance laquelle douaire sera un propre aux enfans dérogeant à toutes coutumes et ce contraire.

Article huit concernant les parties que le survivant des futurs époux aura et prendra par forme de préciput hors part et sans confusion et sans écrire une somme de seize cent livres sur les meubles qu'elle choisira dans l'inventaire quand bien même il y aueroit renomination à la communauté mais le dit préciput ne sera point exigible s'il y aoit des enfans vivants lors de la réclamation du dit préciput et ne sera point sujet à insinuation Article neuf et attendu que le legs de vingt cinq mille livres ensemble la sentence homologuée contre l'aveu et la somme pour les intérêts nommés en l'article de la constitution totale peuvent éprouver des difficultés et fâces aux présentes à la somme de trente six mille livres concernant les parties qu'advenant la dissolution de communauté au renomination et reprises de dot la future épouse sera tenue de reprendre ce titre et qu'elle ne pourra excuser des réclamations qu'autant qu'il sera justifié que ce titre soit par cession ou paiement soit en acomptes soit en totalité appartenant en tout ou en partie au profit du futur époux auquel cas elle sera autorisée à faire ses réclamations mais de la part du futur époux il sera déclaré du tout dénué de la présentation de ce titre au moins qu'il ne justifie avoir fait des diligences contre cette succession.

12
in en faisant rendre une Sentence exécutoire contre
tous Administrateurs ou detempteurs de cette Suc-
cession Article Dix arrivant l'époque de la dispo-
sition de la communauté pour quelque cause que-
ce soit la future épouse aura le droit d'y renon-
cer et convinrent les parties expressément
que la future faculté de renoncer a la commu-
nauté sera dévolue aux enfans a naître du
futur mariage de même que la future épo-
use et dans le cas ou ils usent du droit de
renonciation a la communauté ils seront
autorisés a reprendre la dot entière et
tout ce qui sera justifié être advenu soit
par donation Succession legs soit par acen-
dant descendant collatéral de quelque part
que ce soit ensemble le domaine et le
préciput le tout franc et quitte de toutes
dettes et hypothèques de la dite future com-
munauté quand même la future épouse ~~est~~
y eut parlé et se fut engagé auquel cas elle
sera ainsi que ses enfans remboursés et indemnisés
sur les biens du futur époux soit sur ses meubles et
subsidiativement sur ses immeubles et propres qui
seront affectés dès ce jour pour raison de ce et de
requer ensemble les intérêts a dater du jour de
la demande en dissolution de communauté sans
qu'il soit besoin d'en faire la demande en jus-
tice Article Onze en Contemplation du futur
mariage et pour raison de lui et pour la bonne
amitié que les futurs conjoints se portent mutuel-
lement et en considération des troubles de la
colonie et de l'état déplorable d'une orpheline sans
parents a Saint-Domingue considérations qui
ont déterminés le dit tuteur a aueller le
mariage de sa pupille et qui n'auroit pas eu
lieu sans la clause cy après les parties du
consentement du tuteur et de lavis des amis
et bienveillans se font don donation entre vifs
irrevocable et de la meilleure forme que don-
ation possible valoir et être et ce réciproque

13
mes
im
cong
soit
app
qu'
des
vis
tout
te
tout
le
tout
il
fux
on
de
sur
ave
p.
do.
et
ons
de
de
p.
de
lar
le
et
me
dor
les
dic
pa
pa
qu
do
me

tout de tous et un chacun leurs biens meubles
 immeubles propres donations préciputés acquis
 conquets provenant des successions soit directes
 soit collatérales qui se trouveront être et
 appartenir aux dits futurs époux en quoi
 qu'ils puissent être et consisten à l'ouverture
 des dites donations et ce en faveur du sur-
 vivant de l'un des futurs époux pour en
 tout en jouir user et disposer en toute plénitude
 de leurs autres biens et loyaux
 tous ce accepté par les futurs époux il par
 le futur tuteur en nom et qualité pourvue
 toutes fois qu'à l'ouverture de la succession
 il n'y aye point d'enfant nés et à naître de
 futur mariage auquel cas la donati-
 on se trouve nulle mais reprendra l'exercice
 de cette donation si les enfans survivans
 survivans venant à decéder en minorité et
 avant d'avoir été saisi de leur part et
 portion en sorte qu'advenant le cas la
 donation reprendra sa force et valeur
 et pour l'insinuation des présentes donati-
 ons les parties nomment pour leur fondé
 de pouvoir tous porteurs d'une expédition
 des présentes Demeurent les parties
 prevenues que ~~est~~ l'insinuation est
 de rigueur à peine de nullité et que ledit
 délai est de trois mois qui est fatal pour
 le mari en retard reconnoissant les parties
 être instruites de cette formalité d'insi-
 nuation Qui sans toutes les clauses qui
 doivent régir le contrat civil d'entre
 les parties qui elisent pour l'exécution
 d'elles leurs domiciles en ce quartier
 promettant obligans renoncant fait et
 passé etude de pour et an qu'il est son
 29 septembre mil sept cent quatre vingt
 douze en présence de Messieurs Salug-
 martin Maire de la municipalité

des caryemittes Jean Pierre bustier procureur syndic de
 la même commune du sieur Jean Joseph gogues
 exempt de marchaussée du hyasanti de la
 ruffin habitant de ce quartier du sieur vincent
 Delvain bier marchand demeurant en ce bourg
 témoins commodes doctes et requis qui ont signé
 avec nous et toutes les parties après - Lectures
 en présence du sieur Jean Louis philippe la-
 van de porcher notable et du sieur martin
 sarrazin négociant en ce bourg témoins amis
 et bien vœux qui ont signé également
 avec nous ainsi qu'il est - Monsieur -
 Jean nogaret lafon Officier municipal demeu-
 rant en ce quartier dont acte ainsi signé
 a la minute Champy le berthelot - Calos
 martin fils lavan de porcher gauguet lafon
 lauffin martin sarrazin bustier bier -
 luyo v. pardon gaudaire, brulé, annette -
 Richard bouper et nous Richard notaire
 Souffignis Collationné, Richard, notaire
 L'an mil sept cent quatre vingt
 douze et le septième jour du mois de - Juillet
 de l'année Nous notaire du Roi au siège de
 Jérémie de résidence au bourg des Caryemi-
 ttes soussigné en présence des témoins cy-
 après nommés aussi soussignés a la requi-
 sition du sieur Jacques Champy habitant -
 demeurant en ce quartier agissant aux pres-
 ents au nom et comme tuteur élu de justice en da-
 te du vingt deux juin dernier de demoiselle
 Marie Berthelot mineure et ophéline de
 père et mère fille de feu sieur ambroise
 Berthelot décédé en ce quartier et cy devant capitaine
 régiment pour la place de nantes, procédant a l'inventaire
 description et estimation des effets meubles immeubles
 titres papiers délaissés par le dit feu sieur Berthelot
 et appartenant de la dite demoiselle
 Berthelot fille unique et légitime du dit sieur
 Ambroise Berthelot Pour en suite le tout

être remis audit sieur Champy à l'effet de les ad-
ministrer en bon père de famille au meilleure
avantage de sa pupille et suivant le du
de sa charge. En conséquence pour y procéder
légalement le sieur Champy nous a présenté
pour arbitre la personne du sieur hyacinthe
de la Ruffie habitant de ce quartier et nous
en notre qualité avons choisi du consentem-
ent du sieur Champy la personne du sieur
felix Thury aussi habitant de ce quartier les
quels de consentement réciproque ont choisi
pour surarbitre la personne du sieur fran-
cois Rey négociant en ce bourg tous trois habitants
demeurant en ce quartier qui ont accepté pre-
té serment en nos mains de bien et fidèlement
se comporter et dont nous leurs donnons acte
en présence du sieur Jacques fiiz marchand en
ce bourg et du sieur etienne la Barrière
maître en chirurgie demeurant en ce bourg
témoins connus, voisins et requis qui ont
signés avec les arbitres surarbitre et notre requér-
ant après lecture signé à la minute Champy, Sieur
Thury, Rey, fiiz, La Barrière, La Ruffie, et Richart
not. Et de suite procédant au dit Inventaire le
sieur Champy es qualités nous a présenté les arti-
cles suivants premièrement Veronique native
cours agée d'environ quarante cinq ans et em-
pêlée estimée deux mille livres cy 2000^l
plus Jean criol sans et em- agée d'environ six
ans fils de veronique estimée deux mille cinq
cent livres 2500 item charle criol fils de vero-
nique agée d'environ huit ans estimée huit cent
livres 800 item christophe criol sans et em-
fils d'une negresse nommée anne laquel est
au paitelarge et ne peut pour le moment être
représenté pourquoi l'enfant se trouvant seul
sera estimée agée d'environ quatorze ans
douze cent livres cy 1200^l plus une mule
très enfant de la même negresse nommée
dune nommée mise agée d'environ sept

ans et nous cinq avec livres 500^{fr} qui sont les
seuls esclaves qui ont été pour nous être présentés
pour le moment le reste dans un lieu de
patte large lui ou nous nous transporterons
à l'effet de d'écrire estimer tous les autres
objets qui s'y trouvent. — Recorded 22^d June 1805.

South Carolina. This Indenture tripartite made
the ninth day of April in the year of our Lord
one thousand eight hundred and five and in
the twenty ninth year of the Sovereignty and
Independence of the United States of America
between Eliza Johnston relict of Mathew
Johnston late of Savannah in the State
of Georgia Merchant of the ~~second~~ ^{first} part James
Garmichael of the City of Charleston in the
said State of South Carolina Merchant of the
second part and Henry Warrell Pastor also
of Charleston aforesaid of the third part
Whereas a marriage is by Gods permission
intended shortly to be had & solemnized be-
tween the said James Garmichael and Eliza
Johnston ^{and whereas the said Eliza Johnston} is possessed of and entitled unto
and interested in a considerable estate
and other property both real and personal
as well in her own right as by inheritance
devise and otherwise and particularly amongst
other property (herby intended to be conveyed
but which can not now be particularly
described) of unto and in a Town lot known
by the number three (3) situate in Carpenters
Ward in the Town of Savan-
nah in Georgia aforesaid containing sixty
feet in front and ninety feet in depth and all
that garden lot containing five acres situate
West of the said town of Savannah and known
by the number fifty five (55) and also all that
farm lot to the said town and garden lot laid
out and belonging containing forty five acres
situate in Carpenters Wything Deekers Ward

don
l'au
sen
the
sai
of
san
trec
day
one
ser
wh
in
af
me
ans
late
in
in
the
by
hor
in
ans
d ly
hol
am
ov
Sav
the
tha
tha
wid
ev
per
cap
wh
int
tio
sup

known by the number Lot and Garden lot laid out and belonging three (3) as represented by a plat thereof annexed to the grant thereof to Elizabeth Evans mother of the said Eliza Johnston dated the eighth day of September in the year of our Lord one thousand seven hundred and fifty six registered in the register's office the fourteenth day of February in the year of our Lord one thousand seven hundred and fifty seven in Book A page 290 and a memorial whereof is registered in the Auditor's Office in Book A page 137 in the State of Georgia aforesaid whereon there are now fourteen munts and also of munts and in a wharf and the improvements thereon now or lately called Johnston Robinson wharf in Savannah aforesaid and also of munts in certain buildings on a corner lot on the bay in Savannah aforesaid occupied by Grey and also of munts and in a house plot in Broughton & Drayton Streets in Savannah aforesaid and also of munts and in two negro slaves named Sarah & Glasgow all & every article of the household furniture plate table and bed linen and other articles whatsoever in the house occupied by the said Eliza Johnston in Savannah aforesaid And whereas upon the contract of the said intended marriage the said James Carmichael hath agreed that if the same shall take effect that then notwithstanding the said marriage all and every part and parcel of the estate and property real and personal in possession or expectancy of the said Eliza Johnston which she hath any claim to or in any way interested in whether herein described or mentioned or omitted shall be settled and well sufficiently subjected in law to the uses intent

and purposes hereinafter expressed and declared
of and concerning the same. Now this Inden-
ture witnesseth that in pursuance of the said
agreement and in consideration of the said
intended marriage and also for and in
~~consideration of the said intended marriage~~
and also for and in consideration of the sum
of two dollars to the said Eliza Johnston in
hand well and truly paid by the said Henry
Warrell Paxton at and before the sealing &
delivery of these presents the receipt whereof
is she doth hereby acknowledge and for settling
and assuring all and singular the premi-
ses & other property & estate whatsoever real &
personal of the said Eliza Johnston to and
for the several uses intents and purposes
hereinafter mentioned expressed and
declared and for divers other good causes
and considerations the said Eliza Johnston
thereunto moving she the said Eliza John-
ston (by and with the privity consent and
agreement of the said James Carmichael
testified by his being made a party to and
signing and sealing these presents) hath
granted bargained and sold and by these
presents doth grant bargain and sell and
in due form of law deliver unto the said Henry
Warrell Paxton his executor or administrators
the aforesaid two negro slaves named Sa-
rah and Glasgow together with the future
issue and increase of the female and al-
so the plate and household furniture
aforesaid and also all other personal pro-
perty whatsoever of the said Eliza John-
ston though not herein specifically men-
tioned. To have and to hold the personal
property of the said Eliza Johnston and
every part thereof as well herein mention-
ed as omitted to be mentioned unto the
said Henry Warrell Paxton his executors

administrators and assigns and the said
 Eliza Johnston for the considerations afore-
 said hath granted bargained sold aliened
 released and confirmed and by these
 presents doth grant bargain sell alien release
 and confirm unto the said Henry Warrell
 Paston his heirs and assigns all the real es-
 tate aforesaid and also all other real estate
 in whatsoever and wheresoever of her the said Eliza
 Johnston or wherewith she hath any kind of
 interest herein specifically mentioned or omit-
 ted to be mentioned have and to hold the same
 and every part and parcel thereof unto
 the said Henry Warrell Paston his heirs
 and assigns. In trust nevertheless and
 to and for the several and respective uses
 intents and purposes and with a trust un-
 der the several and respective limitations
 & appointments hereinafter mentioned and
 expressed & declared of concerning the same
 that is to say in trust too for the use benefit and
 behoof of the said Eliza Johnston her heirs ex-
 ecutors administrators & assigns until the
 said intended marriage shall be solemn-
 ized and take effect and from and immediately
 after the solemnization of the said intended
 marriage then upon this further trust that
 the same be to and for the sole & separate use
 benefit & behoof of the said Eliza Johnston
 not subject or liable to be affected by the contracts
 or debts of the said James Carmichael and that
 she the said Eliza Johnston notwithstanding
 her coverture or any person by her order and
 direction in writing shall be ~~sufficient~~ sufficient
 to receive the rents issues wages profits or other
 proceeds of the real and personal property of
 the said Eliza Johnston from time to time
 to her own separate use and with which the
 said James Carmichael shall not intermeddle
 and the said Eliza Johnston's receipt notwithstanding

her Coverture shall be a good discharge for the
 same and also on the further trust to abide
 be subject to such further and other assign-
 tations and appointments as she the said
 Eliza Johnston shall make and declare and
 concerning all and singular her estate and
 property real and personal or any part there-
 of and by deed or other writing made and
 signed by her in the presence of two or
 more credible Witnesses to take effect in
 her life time or by her last Will and Testament
 or writing in nature thereof signed & sealed
 by her in presence of three or more credible
 Witnesses to take effect after her death and
 the said James Carmichael doth hereby co-
 venant and agree with the said Henry
 Warrell Paston his executors administrators
 or assigns that he the said James
 Carmichael shall and will from time
 to time and at all times for ever hereafter
 make do acknowledge and execute or cause
 to be made done and acknowledge
 and executed all and every such further
 and other lawful and reasonable act and
 acts thing and things devises conveyances
 assurances in the law whatsoever for the fur-
 ther better and more better perfect and
 absolute conveying settling & assuring all
 and every the estate and property real &
 personal of the said Eliza Johnston
 whether herein specifically mentioned
 or omitted unto and for the uses ends in-
 tents and purposes aforesaid or by the
 said Henry Warrell Paston 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 parties to these pre-
 sents have hereunto set their hands and seals
 the day and year first above written. Henry Warrell Paston &c.

James Carmichael L.S. Eliza Mary Evans Johnston L.S. Sealed and delivered in presence of Dan. Boyter, John Ramsay, Pa. Wilson, Jns. McClure Junior, Charleston Jc. John McClure Junr. made oath that Henry Warrell Paston, James Carmichael and Eliza Mary Evans Johnston signed sealed and delivered the within Deed for the purposes therein mentioned and that that he with Dan. Boyter, John Ramsay, Pa. Wilson, ~~Jns. McClure Junior~~ witnessed the same. Sworn 27th April 1805 before Daniel Huger Esq. U. Recorded 27th April 1805.

State of South Carolina. This Indenture made the eleventh day of June in the year of our Lord one thousand eight hundred and five between Charles Jones Jenkins of Saint Luke's Parish in the District of Beaufort and State aforesaid and his wife Susan Emily (signified by her being party hereto and signing and sealing these presents) of the one part and John Henry of the same place of the other part. Where as an intermarriage heretofore took place between the said Charles J. Jenkins and his said wife Susan Emily Jenkins and the said Charles J. Jenkins for and in consideration of the love and affection which he hath and beareth for his said wife Susan Emily and also for the further consideration of the sum of one dollar to the said Charles Jenkins well and truly paid by the said John Henry the receipt whereof is hereby acknowledged hath agreed and by these presents doth agree to bargain sell convey release and deliver unto the said John Henry his executors or administrators all that piece parcel or tract of land wherein the said Charles J. Jenkins now resides bounded Southwardly on Benjamin Fuller's land eastwardly and north

eastwardly on the direct road leading from the said John Kenney to Coosambatchie northwardly and north westwardly on a private road leading from the said direct road of the said John Kenney (commencing near his gate) into the Cypress creek road near the Slab Branch and westwardly or Southwestwardly on the said Slab branch containing thirty acres ^{be the same} more or less together with all and singular the buildings and improvements rights membership hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining And the negro slaves hereinafter named with the future issue & increase of the females stock of cattle horse riding chair & harness and household and kitchen furniture hereinafter mentioned & more particularly described. Upon the special trust and confidence nevertheless and to and for the several uses intents & purposes hereinafter mentioned limited expressed and declared of & concerning the same. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of one dollar aforesaid and also for divers other good causes and considerations him therunto moving he the said Charles J. Jenkins hath bargained sold released conveyed and delivered and by these presents doth bargain sell release convey and deliver in plain and open market unto the said John Kenney all the aforesaid plantation or tract of land whereon the said Charles J. Jenkins now resides containing thirty acres more or less and the following negro slaves namely Creshe and her children Isaac Bika and Hagar Matilda Jimmy Ben

Will Bram & Jacob with the future increase of the females stock of cattle marked with a smooth groove each ear one year with a split ^{upon the upper lip} ~~in the ear~~ ^{with a split upper lip} ~~in the ear~~ ^{some brand} ed H Y some T R and others J. P. I. with their increase to be continued in the same mark and with the latter brand all my household and kitchen furniture consisting of four feather beds five mattresses four bedsteads a desk chest of drawers side board three dining tables tea table & stand of mahogany set of china with gilt edge one dozen small & one of large silver spoons bed & table linen marked Pinkins plates dishes and other crockery ware six iron pots and other kitchen furniture. one dozen settling chairs a riding chair & harness & a black horse Rolla. To have and to hold the said tract of land and all and singular other the premises herein before mentioned the negro slaves with the issue & increase of the females stock of cattle with their increase household & kitchen furniture riding chair & harness & horse Rolla to the said John Kenney his executors & administrators upon the special trust & confidence never theless and to and for the several uses intents & purposes herein after limited made & declared of & concerning the same and each and every of the said parties to these presents hath agreed that the same and every part and parcel thereof shall be limited settled & assured in manner following that is to say to the use benefit and behoof of the said Charles P. Pinkins during the joint lives of the said Charles P. Pinkins and Susan Emily his wife and in case the said Susan Emily should die in the life time of the said Charles P. Pinkins leaving issue

one or more of their marriage living at the
 time of her death then from & immediately
 after ~~such~~ her death In trust to permit
 & suffer the said Charles P. Jenkins to have
 & take the issue and profits of the said trust
 estate for & during the term of his natural
 life & from & immediately after his death
 In trust to be equally divided amongst the
 children of the ^{said} marriage then alive if more
 than one share & share alike each ones
 share to be delivered as he or she shall
 attain the age of twenty one years or days
 marriage which ever shall first happen
 But should there be but one child of the
 said marriage then to such child ab-
 solutely and for ever And in like man-
 ner and upon the same trust for the
 said Susan Emily his wife and her
 child or children by the said marriage
 should the said Charles P. Jenkins
 die in the life time of the said Susan
 Emily his wife having issue one or
 more at the time of his death But if
 at the time of the death of the said Charles
 P. Jenkins or Susan Emily his wife which
 soever shall first happen there should
 be no issue of the said marriage then
 living then from & immediately after
 such death leaving no lawful issue of the
 said marriage In trust to pay & deliver
 over all & singular the estate both real
 & personal herein & hereby settled & conveyed
 to the sole and only use of the survivors
 of them the said Charles P. Jenkins &
 Susan Emily his wife. To have and
 to hold the said estate both real & perso-
 nal to such survivors & to his other heirs
 executors administrators & assigns for ever
 In witness whereof the said parties to
 these presents have hereunto set their hands

and seals the ~~document~~ ^{document} above
written. C. P. Jenkins, Susan E. Jenkins
and John Kemney sign and sealed and
delivered in the presence of W^m M. Houston
Geo. Taylor. Beaufort District. George
Taylor being duly sworn saith that he
was present & saw the within named
Charles P. Jenkins Susan Emily Jen-
kins & John Kemney sign and deliver
the within Instrument of writing
& that he together with W^m M. Houston
subscribed their names as Witnesses
to the due execution of the same. Geo
Taylor. Sworn to before me this 11th
June 1805. W^m M. Houston. J. P. —

Recorded 14th June 1805

South Carolina }
Beaufort District } This Indenture made this fifth Day of
June in the year of our Lord one thousand eight hundred & five,
Between Thomas Devaux of the one part, John Porteous of the second
part and Jane Porteous of the third part; Whereas a Marriage is
shortly to be held and solemnized between the said Thomas Devaux
and the said Jane Porteous, and whereas it is agreed that the
Negroes shall be made over and secured for the ^{use} of the said
Jane Porteous after the solemnization of said Marriage and in the
manner herein after described ^{prescribed} and appointed. Now witnesseth
that the Thomas Devaux hath granted bargained and sold and
by these presents doth grant bargain and sell unto the said
John Porteous his heirs Executors and Administrators and the
Survivor of him or them and their or his assigns all and
singular the following Negroes to wit Sam Abbe, Peggy
and Marian, To have and to hold the said Negroes slaves
with the future issue and increase of the females unto the said
John Porteous his heirs Executors and Administrators in Trust to use
the several uses intents and purposes herein after expressed and to do
for no other use intent or purpose whatsoever, that is to say In
Trust to permit and suffer the said Jane Porteous from time to
time and at all times here after, notwithstanding her Cover-
ture and whether she shall be sole or married to have and pos-
sess all and singular the said Negroes with the future issue

and increase of the females and to direct and manage them in such way and manner as she shall think proper as her v. c. : separate Estate without the controul or intermeddling of or being in any manner subject to be liable to or for the debts or engagements of her husband but only at her sole and separate disposal as fully in all respects as if she were sole and unmarried and upon this further trust that he the said John Porteous his Executors and Administrators shall and do assign deliver and dispose of all and singular the said Negroes with the future issue and increase of the females and the profits of their labours unto such person or persons and for such use and purpose and in such part or proportions manner and form as she the said Jane Porteous from time to time notwithstanding her Coverture and whether she be sole or married by any writing or writings under her hand and seal attested by two or more credible witnesses or by her last Will and Testament to be by her signed and sealed in presence of the like number of witnesses, shall give direct or appoint and in default of her directions limitation gift or appointment and as to such part whereof no such direction limitation gift or appointment shall be made previous to her Decease Then In Trust for all and every the Children of her the said Jane Porteous by her intended Husband Thomas Dweaux begotten to be equally divided between them share and share alike as and when they shall respectively attain the age of twenty one years or be married which shall first happen and in case one or more of the said Children shall die before such age or marriage, then as to her his or their share or shares In Trust for the survivor or survivors of them and their and theirs of them equally to be divided between and among them share and share alike as and when he she or they shall respectively attain the age of twenty one years or marriage, and in case all the said Children but one shall die before the said age of twenty one or marriage, Then In Trust for such only surviving at his or her said age of twenty one years or marriage and the profits of their labour in the mean time from and after the decease of the said Jane Porteous to go and be applied for and towards the maintenance and education of the said Children or Child for the increase of his her or their fortunes and Estates as the said Trustees or the Survivor of them shall think fit, In witness whereof we have hereunto set our hands and seals the day and year first above written

27

The Decease of John Porteous and Jane Porteous
 Sealed and Delivered in presence of Joshua Rowdy -
 Barnwell Decease witness to the Decease's signature
 Benj. Fuller, Edward Barnwell Junr. witness to the signatures of
 John Porteous and Jane Porteous, I have herebefore testified
 Joshua Rowdy being duly sworn saith that he was present and
 saw Tho. Decease one of the parties within mentioned sign and
 seal the within instrument of writing and that he together with
 Barnwell Decease subscribed their names as witnesses to the
 due execution of the same Joshua Rowdy, Sworn to before
 me this 16th June 1805 b. J. Jenkins J. 2. I Carolina
 Beaufort District, Benjamin Fuller being duly sworn saith
 that he was present and saw John Porteous and Jane Porteous two
 of the parties within mentioned sign seal the within instru-
 ment of writing and that he together with Edward Barnwell
 Junr. subscribed their names as witnesses to the due execution
 of the same, Benj. Fuller, Sworn to before me this 16th June
 1805 b. J. Jenkins J. 2. Recorded 14th June 1805.

South Carolina. This Indenture made the
 day of in the year of our Lord one thou-
 sand eight hundred & five between Francis G.
 Delieffline of Charleston gentleman and
 Benjamin Allston of the said State gentleman
 Whereas the said Francis G. Delieffline on the
 eighth day of December in the year of our Lord
 one thousand seven hundred & eighty five
 previous to his intermarriage with Ann All-
 ston then Spinster and now his lawful wife
 in by a certain Indenture of that date made be-
 tween him & Francis Allston Esqre as a Trustee
 in the said Deed did make over assign trans-
 fer & settle to the said Francis Allston, Trustee
 as aforesaid all the right title & interest of him
 the said Francis G. Delieffline then in &
 to be acquired by said marriage in & to the
 negroes or personal estate of her the said Ann
 Allston & in the said Deed specifically men-
 tioned as a provision for the said marriage
 & the issue thereof in case of any accident or misfortune

arising in trade to the said Francis G. Delisle
 line and bond for the use & upon the trusts
 in the said Deed specified as by the said Deed
 duly recorded in the Secretary's Office of this
 State in a Marriage Book N^o 1 p. 202 refe-
 rence being thereunto had may more fully
 appear. And whereas after the said intermar-
 riage and after the death of the said Francis
 Allston in the said Deed named there be-
 ing then no Trustee to the same there being
 a necessity to dispose of ~~four~~ ^{four} of the said
 negroes in the said Deed named (to wit
 Peter Ben Sam & Hannah) & from the sale
 of whom others could be placed and settled in
 their stead the said four negroes were by the
 desire and consent of the said Ann then the
 wife of the said Francis G. Delisle line ac-
 cordingly sold and being so sold to wit on or
 about the day of in the year one thou-
 sand and the monies received for
 them were used by the said Francis G. De-
 lisle line & applied towards his advancement
 for the interest of himself and family it be-
 ing always the intention of the parties to pro-
 cure other negroes to be placed in the stead
 of those sold. And whereas it is the intention of
 the said Francis G. Delisle line concerning
 it but just to do so to execute his purposes afore-
 said in and by this Deed. Now this Indenture
 witnesseth that the said Francis G. Delisle
 line upon the considerations aforesaid
 & for the consideration of five shillings
 in hand to him well and truly paid by the
 said Benjamin Allston at & before the seal-
 ing & delivering of these presents hath sold
 & delivered & doth hereby sell & deliver unto the
 said Benjamin Allston the six following
 negro slaves of him the said Francis G. Delisle
 line that is to say John & Phoebe & his four children Lucy
 Rachel Robert and Selvia & the future increase of the

females of them. To have and to hold the said six negroes their increase aforesaid unto the said Benjamin Allston his Exors & Admors & assigns for ever to hold upon the trusts & uses especially set forth & declared in the Deed aforesaid between the said Francis G. Delaplain and the said Francis Allston & herein before referred to and no other whatever. In Witness whereof the said parties to these presents have hereunto interchangeably set their hands & seals the day & year first before written. Benjn. Allston Francis G. Delaplain &c. S. Sealed & delivered in presence of Josias Allston Memorandum. The reason of their being blanks for the day & year of the sale of the four negroes within mentioned is after the Deed was drawn & was found they were sold at different periods & the precise time is not deemed material. Francis G. Delaplain. Witnesses Josias Allston. St. Carolina Georgetown District. Before me Joseph Blyth one of the Justices of the Quorum personally appeared Josias Allston who being duly sworn maketh oath that he was present & did see Francis G. Delaplain & Benjn. Allston sign seal & acknowledge the within Instrument to be their act and Deed & for the purposes within mentioned & as forth & that he the said Josias Allston subscribed his name as an Evidence both to the within Deed and memorandum on back of the Deed. Josias Allston Sworn to before me this sixth day of June 1805 Joseph Blyth J. P. S. C.

Recorded 10th June 1805.

State of South Carolina. This Indenture made the _____ day of _____ in the year of our Lord one thousand eight hundred and five and in the twenty ninth year of the Sovereignty & Independence of the United

States of America Between John Blake White of the
 City of Charleston in the State of South Carolina
 and Eliza Allston Spinster of Georgetown in the
 same State of the one part and William Allston
 of Georgetown in the State aforesaid Physician
 and James Brickell of Saint John's Parish
 in the State aforesaid also Physicians of the other
 part Whereas a marriage is intended to be short-
 ly had & solemnized between the said John
 Blake White and the said Eliza Allston
 And the said Eliza is now And the said
 John Blake (upon the solemnization
 of the said intended marriage) will in her
 right be entitled unto two bonds or obligations
 one given and dated on the third day of April
 in the year of our Lord one thousand eight
 hundred and two by Josias William Allston
 of Charleston Planter & Francis G. Delaplane
 of Charleston Factor conditioned for the
 payment of four thousand two hundred
 dollars in four different annual Installments
 two of which Installments have already be-
 come due the third falling due on the third
 day of April in the year of our Lord one thousand
 eight hundred and five and the fourth In-
 stalment falling due on the third day of
 April in the year of our Lord one thousand
 eight hundred and six to her the said Eliza
 Allston and her heirs executors administrators
 and assigns with lawful interest thereon
 from the date thereof And the other bond or
 obligation given and dated the tenth day of
 February in the year of our Lord one thousand
 eight hundred and two by Benjamin Allston
 Junior and Benjamin ^{Allston} Senior Esquires
 of the Parish of All Saints on Waccaman Planters
 conditioned for the payment of four thousand
 eight hundred dollars in four different an-
 nual Installments two of which have already
 become due the third being due on the tenth

day of
 sand
 becom
 in the
 huma
 and
 or a p
 from
 tain
 Allst
 said
 she to
 is no
 and
 that
 be su
 and
 ter m
 to can
 Blas
 come
 said
 to the
 Allst
 they
 2d A
 & con
 sign
 pros
 affig
 sent
 fer
 Pan
 befor
 tagro
 inter
 said
 in o
 mar
 Ven

day of February in the year of our Lord one
 sand eight hundred and four five and the first
 becoming due on the tenth day of February
 in the year of our Lord one thousand eight
 hundred and six to her the said Eliza Allston
 and her heirs executors and administrators
 or assigns with lawful interest thereon
 from the date thereof. And whereas by a cer-
 tain Deed in writing made between Francis
 Allston late of Waccamaw in the State afore-
 said deceased & the Trustees of Elizabeth Allston
 she the said Eliza became entitled to and
 is now possessed of ^{Hardy the negro woman slave Venus} the negro man slave Ve-
 nus and it is the wish of the said parties
 that the property above mentioned should
 be settled upon the terms and conditions
 and upon the uses and purposes hereinafter
 mentioned. Now therefore in order
 to carry into effect the wishes of the said John
 Blake White and Eliza Allston and also in
 consideration of ten shillings a token by the
 said William Allston and James Brickell
 to the said John Blake White and Eliza
 Allston in hand paid the receipt whereof
 they do hereby acknowledge she the said Eliza
 Allston by & with the full & free approbation
 & consent of the said John Blake White
 signified by his signing and executing these
 presents hath granted bargained sold aliened
 assigned transferred & set over and by these pre-
 sents doth grant bargain sell alien assign trans-
 fer set over unto the said William Allston &
 James Brickell the two bonds or obligations
 before mentioned and all monies due and
 to grow due thereon and all the right title and
 interest which she now hath (or which he the
 said John Blake White may hereafter have)
 in or to the same and also the said negroe
 man Hardy and the said negroe woman
 Venus and the future issue and increase of the

said woman Venus To have and to hold all and singular the said premises unto the said William Allston and James Brickell their Executors & administrators upon the special trusts & confidence following that is to say in trust to permit & suffer the said John Blake White and Eliza Allston to have take receive use & enjoy the Interest arising from the said two principal sums in the conditions of the said bonds mentioned and also the use work labour & service of the said negro slaves Hardy & Venus until the solemnization of the said intended marriage & from & immediately after the solemnization thereof then in trust that they the said William Allston & James Brickell their Executors & administrators shall & will from time to time and at all times thereafter during the joint lives of the said John Blake White and Eliza Allston permit and suffer them the said John Blake White and Eliza Allston to have take receive use and enjoy the interest arising from the said two principal sums of money in the conditions of the said two bonds mentioned and also the use work labour and service of the said negroes Hardy & Venus free clear and independent of the controul intermeddling or interference of the said William Allston and James Brickell and from and immediately after the death of either of them the said John Blake White and Eliza Allston if there should be no issue of the said intended marriage then living or if there should be then any such issue the same should afterwards die under the age of twenty one years and without having issue lawfully begotten who may survive the said John Blake White and Eliza Allston then in either of those cases I in trust to have and to hold

all and singular the said premises to him
 and behoof of the survivor of them the said
 John Blake White and Eliza Allston and
 his or her executors administrators and of
 force clear and absolutely discharged of and from
 any and every further or other trust conditions
 or limitation whatsoever. But if in the
 death of either of them the said John Blake White
 or Eliza Allston there should be living any
 issue of the said intended marriage then
 in Trust to permit and suffer the survi-
 vor of the said John Blake White and Eliza
 Allston to have take receive use and enjoy
 the Interest arising from the said two
 principal sums of money in the Conditions
 of the said two bonds mentioned and
 also the use work labour and service of
 the said negroes Hoardy and Venus and the
 future issue increase of Venus for and du-
 ring the term of his or her natural life and
 from and immediately after the death of the
 Survivors of them the said John Blake White
 and Eliza Allston In trust to have and
 to hold all & singular the said premises
 too for the use & behoof of such child or chil-
 dren of the said intended marriage as
 may be living at the death of such survivor
 to be be equally divided between them (if more
 than one) share and share alike. Provided
 that if any child or children of the said in-
 tended marriage shall have departed this
 life before such survivor having issue law-
 fully begotten and living at the death of
 such survivor such issue shall remain
 and be entitled to the share of his or their
 Parent to be equally divided between them
 (if more than one) share and share alike. And
 it is all also fully and ^{perfectly} understood and
 agreed upon by and between the said parties
 to these presents that the said William Allston and

James Brickell shall have full power as soon as they shall have received the principal sums secured to be paid by the conditions of the said two bonds or any part thereof either to put out the same at interest upon a bond or bonds with good and sufficient security or to vest the same in the purchase of Bank or Bank shares of either or any of the Banks of this State or of the United States or of any other public security which to them shall seem most advantageous or to vest the same in the purchase of lands or negroes provided they shall have previously obtained for that purpose the consent in writing of the said John Blake White and Elvia Allston to either or any of those measures. And it is further covenanted and agreed upon that the said William Allston & James Brickell Trustees as aforesaid shall at any time by or with the consent of the said John Blake White and Elvia Allston in writing under their hands and seals have the power to sell and convey the said negroes Hardy and Venus together with the increase of Venus. And it is further understood to be the clear and unequivocal meaning of the said parties to these presents that whatever part of the principal sums of money contained in the conditions of the said bonds shall remain unappropriated according to the directions aforesaid and whatever property may have been substituted as aforesaid in the place and stead of any part of the said principal sums in the conditions of the said bonds mentioned. And also the proceeds arising from the sale of the said negroes Hardy and Venus and the increase of Venus or whatever property shall be substituted in the place or stead thereof shall be settled and conveyed in the same manner under the same conditions and limitations and restrictions as aforesaid.

power as are contained and set forth in the
Deed and freed and absolutely discharged
from all further and other limitations, trusts,
conditions or limitations whatever.
In Witness whereof the said parties
to these presents have hereunto interpo-
neably set their hands & seals the day and
year first before written. J. B. White L. S.
Eliza Allston L. S. William Allston L. S.
Jas. Brickell L. S. Signed and delivered
in the presence of John Cogdell. Wm
Randolph Thews. South Carolina. Georg
Town District. Personally appeared
Wm R. Thews who being duly sworn
maketh oath that he was present & did
see J. B. White, Eliza Allston, William
Allston & James Brickell sign and
deliver the within Instrument of wi-
ting for the uses intents and purposes
therein mentioned and that John Cog-
dell was a subscribing Witness thereto.
Wm Randolph Thews Sworn before me
this 1 June 1805 William Murray J. P.
Recorded 13th June 1805.

South Carolina. Articles of agreement made &
executed this ~~thirtieth~~ thirtieth day of April in
the year of our Lord one thousand eight hun-
dred and five. Between Jonathan Bryan
of the City of Charleston in the State afore-
said Merchant of the one part; Sarah Latham
a daughter of Daniel Latham of the same
place Distiller of the second part and Thomas
Harmon and Daniel Latham the younger one
of the said Daniel Latham Distiller of the
third part. Whereas a marriage by gods pro-
mision is shortly intended to be had and
solemnized between the said Jonathan
Bryan and the said Sarah Latham the
younger. And whereas the said Sarah
Latham the younger is entitled unto certain

one undivided third part or share of all those
two several lots of land & appurtenances then
and hereinafter particularly described and
set forth the same being conveyed and
transferred by Isaac Huger Esquire Sher-
riff of Charleston District unto Richard
Lushington Esquire (now deceased) in trust
for the said Sarah Latham the younger
her heirs and assigns forever in and by a
certain indenture made the eighteenth day
of August in the year one thousand seven
hundred & eighty five between the said
Isaac Huger Esquire Sheriff of Charleston
District in the State aforesaid of the one part
and the said Richard Lushington of the
said City of Charleston and State aforesaid
Esquire of the other part duly of record in
the office of the Register of Land Conveyance
in the City of Charleston aforesaid in Book
C. 18. 5 page 492 to 494. And whereas it has
been agreed by and between the said parties
hereto upon the treaty of marriage afore-
said that as soon as she the said Sarah
Latham the younger shall arrive at the
age of twenty one years he the said Jonathan
Bryan shall and will go in with the
said Sarah Latham the younger in
granting bargaining selling and relea-
sing well & sufficiently can and procure
the said one third part or share of the
two several lots of land aforesaid
and all & singular the appurtenances
thereon to which she the said Sarah
Latham the younger is and is entitled
as aforesaid to be granted bargained
sold and released unto the said Thomas
Barnum & Daniel Latham the younger
their heirs & assigns in trust for the uses
& purposes hereinafter mentioned. Now
therefore the said Jonathan Bryan in

consideration of the said instrument and
 ridge & in pursuance of the said agree-
 ment and abate in consideration of the
 sum of one dollar to him in hand paid
 by the said Thomas Harmon & Daniel
 Latham the younger doth hereby for
 himself his heirs executors and admi-
 nistrators article covers and promise in
 agree to and with the said Thomas Har-
 mon and Daniel Latham the younger
 their heirs & assigns in manner following
 that is to say that as soon as the said Sarah La-
 tham the younger shall arrive at the age of
 twenty one years be the said Jonathan Harmon
 shall and will join with the said Sarah Latham
 the younger in granting bargaining selling and
 releasing and shall & will well & sufficiently
 cause and procure to be granted bargained
 sold & released in due form of law unto the
 said Thomas Harmon and Daniel Latham
 the younger their heirs and assigns all that
 one third part or share of all that Lot of land
 situate near Ansonborough in Charleston
 aforesaid being part of the lands once com-
 monly called Lynch's Pasture and which
 was long ago laid off & divided into lots
 & streets which said lot of land is situate
 on the South side of Hassell Street & contains
 from east to west fronting on the said street
 seventy five feet and in depth from North
 to South one hundred feet be the same more
 or less and is butting and bounding to the
 North on Hassell street aforesaid and to the
 east on a Lot of Mrs. Elizabeth Buckman to the
 South on land formerly of Admiral Franklin
 and to the west on land of Charity Forrester
 also of and in all that undivided one third
 part of all that other Lot of land situate lying
 and being on Frotto point in Charleston afo-
 said known & distinguished in the general plan

of the lands commonly called the Thomas Trunk
 Lands by the letter E remaining on record in
 the Secretary's Office of this State containing
 in front on Cock Lane thirty seven feet ten inches
 or thereabouts on the back part thereof forty
 four feet ten inches or thereabouts and in depth
 on the north side one hundred and thirty
 two feet and on the south side one hundred
 and forty three feet butting and bound
 ing to the eastward on Lands of Mr. Beck
 man and of Alexander Watson to the west
 ward on Cock Lane aforesaid to the north
 ward partly on Lands of Mr. Forrest and
 partly on the first described land Lot and to
 the Southward on the Lot distinguished in
 the said plan by the letter E. Belonging now
 to Penny Greely's estate Together with all &
 singular the rights members hereditaments
 appurtenances to the said premises be
 longing or in any wise incident or apper
 taining In trust nevertheless to and for
 the following uses intents and purposes that
 is to say to the use and behoof of Sarah Latham
 the elder the mother of the said Sarah Latham
 the younger and wife of the said Daniel
 Latham the elder for and during the term
 of her natural life without impeachment
 of and for any manner of waste to be
 accounted during the said term to and
 for the separate and sole use and benefit
 of the said Sarah Latham the elder and
 so that the same shall not be in the power
 or disposal of him the said Daniel Latham
 the elder but be as a separate and distinct
 Estate from the Estate of him the said
 Daniel Latham the elder and he may lie
 or subject to him or to the payment of any
 of his debts but with the profits and increase
 that have been or hereafter shall be gotten
 gained or made of the same be ordered disposed

and employed as she the said Sarah Latham the Elder shall see fit without being liable to be called to an account by any persons persons whomsoever for the same and from and after the death of the said Sarah Latham the Elder then in further trust to and for the use benefits behoof of such issue of the body of the said Sarah Latham the Elder as she shall leave living at the time of her death to be equally and fairly divided among such issue share and share alike as tenants in common their heirs and assigns forever free discharged and from all further and other trusts or limitations whatsoever. In witnes whereof the said parties have hereunto set their hands & seals the day and year first above written. Thos Harmon S.S. Daniel Latham ^{Junior} L.S. & Nor Bryan L.S. Sarah Latham L.S. Sealed and delivered in the presence of Robt Wilson Wm Wish. Charleston S. Carolina 3^d June 1805. Robert Wilson being duly sworn maketh oath that he was present and did see Thomas Harmon, Daniel Latham Junior, Jonathan Bryan, & Sarah Latham severally sign seal and affix act and deed execute and deliver the within Instrument of writing to and for the uses and purposes therein mentioned and that William Wish and the Deponent did respectively sign their names as Witneses to the due execution of the same Robt Wilson Sworn to before me G. Reid. J. P. C. U.

Recorded 13th June 1805.

State of South Carolina. This Indenture of three parts made the twenty first day of February in the year of our Lord one thousand eight hundred and

five between William Godber of the City of Charle-
 ton of the one part Martha Harrison of the same
 place of the second part and Simon Thesus and
 James Blair Trustees for the said Martha Har-
 son of the third part. Whereas a marriage by Gods
 Permission is intended to be shortly he- and
 solemnized between the said William Godber
 and the said Martha Harrison and upon the
 treaty of the said marriage it was agreed by
 and between the said William Godber and
 the said Martha Harrison that the real and per-
 sonal estate and money hereinafter mentioned
 belonging to the said Martha Harrison should
 be conveyed assigned settled and assured to the
 use upon the trusts for the intents and purposes
 hereinafter expressed and declared of and con-
 cerning the same respectively. Now this Inden-
 ture witnesseth that in pursuance of the
 said agreement and for and in consideration of
 the said intended marriage and in the
 further consideration of the sum of one
 dollar to the said Martha Harrison in
 hand paid by the said Simon Thesus and
 James Blair at and before the sealing and
 delivery of these presents the receipt whereof
 is hereby acknowledged she the said Mar-
 tha Harrison by and with the privity and
 consent of the said William Godber testified
 by his being a party to and his sealing and
 delivering these presents hath granted bar-
 gained sold aliened released and confirmed
 and by these presents doth grant bargain
 sell alien release convey and confer in
 unto the said Simon Thesus and James
 Blair in their actual possession now being
 by virtue of a bargain and sale to them
 therof made by the said Martha Harrison
 by Indenture bearing date the day next
 before the day of the date hereof for one whole year
 and by force of the Statute made for transferring

uses unto possession and to them ^{and} ~~him~~ ^{her} with the
 piece or parcel of land measuring and con-
 taining sixteen acres be the same more or less
 situated lying and being on James Island
 adjoining the Plantation of Benjamin Stiles
 the elder. Together with all and singular
 the woods ways waters water courses privi-
 ledges profits hereditaments rights members and
 appurtenances whatsoever to and upon the
 same standing being belonging or in any
 wise incident or appertaining and the reversion
 and reversions ^{remainders, reversioners} ~~rents~~ ^{profits} ~~and~~ ^{and} profits thereof
 and of every part and parcel thereof and also
 all the Estate right title interest use trust
 possession property profit benefit claim re-
 demand whatsoever both at law and in
 Equity of her the said Martha Harrison
 of in and to the same and every part and
 parcel thereof To have and to hold the said
 piece or parcel of land and all and singular
 the other the premises herein before mentioned
 or meant ^{and} intended to be hereby granted and
 released with their and every of their appur-
 tenances unto the said Simon Thieris and
 James Blair their heirs and assigns to ^{and} ~~for~~
 upon the uses intents and purposes herein
 after mentioned limited and declared of
 and concerning the same and to and for
 no other use intent and purpose whatso-
 ever that is to say In trust for the said Martha
 Harrison until the said intended marri-
 age shall take effect and from and after
 the solemnization thereof in trust too
 for the sole separate and peculiar use bene-
 fit and behoof of the said Martha Harrison
 her heirs and assigns forever and without
 being subject or liable to the contrary debts
 perfectures and engagements of the said
 William Godber And this Indenture further
 witnesseth that in further pursuance of the said

recited agreement and for the consideration
 aforesaid she the said Martha Hinson
 hath bargained sold and delivered and by
 these presents doth bargain sell and deliver
 unto the said James Blair and Simon Thews
 their executors administrators and assigns
 the following slaves to wit Tim Phoebe Fend
 Sophia the elder Harriet Sophia the younger
 Hannah Paul Jane and Lavinia with the
 future issue and increase of the females
 of them. To have and to hold the said slaves
 with the future issue and increase of the
 females of them unto the said Simon
 Thews and James Blair their executors
 administrators and assigns In trust
 nevertheless to and for the following uses
 intents and purposes that is to say in trust
 to and for the sole separate and peculiar
 use and benefit of the said Martha
 Hinson her executors and administrators
 for ever without being subject or liable to
 the controul debts forfeitures and engage-
 ments of the said William Godber Provided
 always nevertheless that if the said Martha
 Hinson not withstanding her present
 coverture shall at any time hereafter be de-
 siring of selling conveying disposing or
 changing of all or any part of the property
 either real or personal herein or hereby con-
 veyed and she shall notify such her wish
 and desire in writing under her hand and
 seal testified by two or more credible witnesses
 unto the said Simon Thews and James Blair
 their heirs executors or administrators that then
 the said Simon Thews and James Blair
 their heirs executors or administrators shall
 and may absolutely dispose of all or any part
 of the said real or personal estate herein be-
 fore mentioned either at public or private
 sale and invest the money arising from

such sale in the purchase of such other property or Estate either real or personal as she the said Martha Hanson shall also notify and direct in writing under her hand and seal to be held nevertheless by the said James Blair and Simon Shemus their heirs executors and administrators upon the same trusts and terms for the same uses intents and purposes as is herein before particularly mentioned and particularly declared. And this Indenture further witnesseth that the said Martha Hanson by and with the consent of the said William Godber her intended husband testified by his being party hereto and signing & sealing of these presents hath appointed and now doth appoint the said James Blair his Executors & Administrators her true and lawful Attorney irrevocable for her and in her name and notwithstanding her coverture to receive of and from the said Simon Shemus Executor of the last Will and Testament of Benjamin Styles deceased all such sums of money which are now due her or may hereafter be due to her from the Estate of the said Benjamin Styles and upon receipt thereof a general release and discharge for the same for her to make and execute and to pay and apply and dispose of the same as the said Martha Hanson shall or may direct or appoint in writing notwithstanding her coverture. And the said William Godber for himself his heirs executors and administrators doth hereby covenant and agree to and with the said Simon Shemus and James Blair their heirs executors and administrators that it shall and may be

lawful to and for the said Martha Hin-
son her intended wife at any time or
times during her coverture to make count
her last Will and Testament in writing
or other writing in the nature thereof
and thereby to give devise and bequeath
of all or any part of the Estate either
real or personal herein and hereby con-
veyed to such person or persons and to
and for such uses trusts intents and
purposes and in such manner and form
as she the said Martha Hinson not
withstanding her said intended cover-
ture and whether covert or discover shall
at any time think fit and that such gifts
devises and bequests to be by her the said
Martha Hinson so made and done
shall at all times be as good and effectual
in the law as if she the said Martha Hin-
son were a feme sole and unmarried.
In Witness whereof the said parties
to these presents have hereunto set their
hands and seals on the day and year first
above written. Simon Thues L. J. James
Blair L. J. Wm Godber L. J. Martha
Hinson L. J. Signed sealed and deli-
vered in our presence the words "with-
out being subject or liable to the controul
debts for fixtures and engagements of the
said William Godber" being first inter-
lined between the twenty sixth and twenty
seventh lines of the second sheet. W. B.
Merritt. Bengt. Merritt. Charleston J.
Bengt. Merritt made oath that Simon Thues
James Blair, Wm Godber and Martha Hin-
son signed sealed and delivered the within
Deed for the purposes therein mentioned
and that he with W. B. Merritt witnessed the
same. Sworn 14th June 1805 before Daniel
Chapman. In W. Recorded 14th June 1805.

State of South Carolina This Indenture made
 the twenty eight day of November December in the
 year of our Lord one thousand eight hundred
 and four between Sosias Allston of Georgetown
 in the State aforesaid Esquire and Anna Maria
 his wife (late Anna Maria Taylor of the same
 Town and State spinster) of the one part
 and John Caspell (late of the Town and State
 aforesaid) and Savage Smith of the Town
 & State aforesaid Esquires of the other part.
 Whereas the said Sosias Allston in and by
 his bond or obligation bearing date the twelfth
 day of June in the year of our Lord one thou-
 sand eight hundred and two became held
 and firmly bound to the said John Caspell
 & Savage Smith (as Trustees for & on behalf
 of the said Anna Maria) in the sum of
 thirty thousand dollars with a condition then
 under written after reciting a marriage then
 intended to be had (& since had & solemnized)
 between the said Anna Maria & the said
 Sosias Allston and that the said Anna
 Maria was entitled by virtue of the last Will and
 Testament of her deceased mother Mary Taylor
 to all those three lots and half of a lot of land situate
 lying and being in the Town of Georgetown
 & State aforesaid & known & distinguished in
 the plan or model of said Town by the num-
 bers forty one (No. 41) forty two (No. 42) & sixty
 nine (69) & half of the lot known by the number
 forty three (No. 43) And whereas at the time of the
 sealing & delivery of the said bond it was the
 true intent and meaning of the same and
 of all the said parties that the said several lots
 & half lot of land situate as aforesaid in case
 the said then intended marriage should
 take effect should & even as the said Anna
 Maria had attained the age of twenty one
 years or within six months thereafter be set
 & divided & assured in due and legal form

of land unto the said John Caspels & Savage Smith
 and the Survivors of them & the heirs & assigns
 of such survivors subject to & under the several
 trusts uses intents conditions & provisos in a
 certain Indenture of & concerning the personal
 Estate of the said Anna Maria mentioned
 & contained and which said Indenture
 after being duly made and executed has been
 proven and made of record in the Office of
 the Secretary of State in the City of Charleston
 & State aforesaid in Marriage Settlement
 Book N^o 4 page 194. Now this Indenture wit-
 neth that to effectuate the just intentions
 of the said Josias Allston & Anna Maria his
 wife according to the true intent and meaning
 of the said bond or obligation and the condition
 thereof and in consideration of the said marriage
 and also for and in consideration of the sum
 of five pounds sterling money to the said
~~William~~ Allston and Anna Maria his wife in
 hand well & truly paid (at or before the sealing
 & delivery of these presents) by the said John
 Caspels & Savage Smith & the receipt whereof is
 hereby acknowledged And for settling & securing
 all & singular the premises to & for the several
 uses intents & purposes herein after mentioned
 expressed & declared & for divers other good causes
 & considerations him the said Josias Allston
 thereunto moving he the said Josias Allston
 (by and with the privity consent and approba-
 tion and agreement of the said Anna Maria
 testified by her being made a party to & signing
 sealing & delivering these presents) hath granted
 bargained and sold & by these presents doth
 grant bargain & sell unto the said John Caspels
 & Savage Smith & to the Survivors of them & his heirs
 & assigns all those the aforesaid three lots & halves
 of land situate lying & being in the Town
 of Georgetown & State aforesaid known & distin-
 guished in the plan plan or model of said Town

by the numbers forty one (41) forty two (42) forty three (43) forty four (44) forty five (45) forty six (46) forty seven (47) forty eight (48) forty nine (49) and half of the lot known by the number forty three (43) Together with all & singular the right & members hereditaments & appurtenances to the said premises belonging or in anywise incident or appertaining To have and to hold all and singular the premises before mentioned unto the said John Caspell and Savage Smith and to the Survivors of them and his heirs and assigns In trust nevertheless to for & upon the several & respective uses intended & purposes & with & under the several & respective limitations & appointments herein after mentioned expressed & declared of & concerning the same that is to say In trust that they the said John Caspell and Savage Smith & the Survivors of them and the heirs & assigns of such Survivor do & shall during ^{the} joint lives of the said Josias Allston & Anna Maria his wife permit and suffer the said Josias Allston to have take & receive the rents issues and profits of the said premises for the joint use benefit and behoof of them the said Josias Allston and Anna Maria his wife it being nevertheless the true intent & meaning of the said parties and of these presents that the said premises or any part thereof shall not at any time be liable to or chargeable with any debts contracts or engagements of him the said Josias Allston in any wise howsoever or subject to any Judgment or execution that shall or may be obtained or sued forth against him during the operation of the trust and confidence hereby reposed in the said John Caspell and Savage Smith and the Survivors of them and the heirs and assigns of such survivor And the said Josias Allston for himself his heirs executors & administrators do & hereby covenant promise and agree to and with

the said John Caspels & Savage Smith & the
 Survivor of them & the heirs & assigns of such
 Survivor that it shall & maybe lawful for
 the said Anna Maria his wife by her last
 Will & Testament duly executed or by any
 deed or writing to be attested by two or more
 credible Witnesses & to take effect upon her
 death (and notwithstanding her coverture)
 to give dispose devise & bequeath in such man-
 ner as she shall think proper of her own
 free will the whole or any part of the pre-
 mises aforesaid But in case the said
 Anna Maria shall happen to depart this
 life without having made such last Will
 & Testament or deed or writing and be the
 said Josias Allston shall believing then
 and on such contingency upon ^{this} further
 trust and confidence that they the said
 John Caspels and Savage Smith & the
 Survivor of them and the heirs & assigns
 of such survivor do and shall stand
 seized and possessed of the premises
 aforesaid to and for the use benefit &
 behoof of all & 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 & divided between
 and amongst them & their heirs and assigns
 forever and in exclusion of all right and
 title therein of him the said Josias All-
 ston 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 shall
 be then living only one child of the said
 Josias Allston so as aforesaid begotten
 or lawful issue of one child so happening
 to be dead then in trust for the use benefit

& behoof of such only children the father
 of such child then deceased to him her
 or them his her or their heirs & assigns
 for ever as the case may be in each
 one of all right and title therein of him
 the said Josias Allston Provided always
 it is the true intent and meaning of
 these presents of the parties that it shall
 & may be lawful for the said Josias
 Allston at any time during the joint lives
 of them the said Josias Allston and
 Anna Maria his wife upon the con-
 sent of her the said Anna Maria first
 had and obtained in writing to bargain
 sell and dispose of all or any of the pre-
 mises aforesaid in fee simple without
 the controul interruption or intervention
 of them the said John Caspell and
 Savage Smith or the survivor of them
 or the heirs 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 pro-
 perty so to be purchased to be subject to
 and under the several trusts uses intents
 conditions and provisions herein men-
 tioned set forth declared of concerning
 the premises aforesaid. In witness where-
 of the parties to these presents have hereunto
 interchangeably set their hands and seals the
 day & year first above written. Josias Allston
 & Anna Maria Allston &c. Sealed and
 delivered in the presence of Mary Go-
 frey, John Taylor &c. Per Caspell &c.
 Received the day of the date of the within
 Indenture from the within married
 John Caspell and Savage Smith the
 sum of five pounds being the consideration
 money within mentioned to be paid by them

taw. Josias Allston. Anna Maria Allston
 Witness. South Carolina. George
 town District. Before Joseph Blyth Es-
 quire one of the Justices of the Peace for said
 District personally came and appeared
 John Taylor Esquire Juror. who being
 duly sworn made oath that he was
 present and did see Josias Allston
 and Anna Maria his wife sign
 seal and as their act & deed deliver the
 within Instrument of writing to and
 for the uses intents and purposes there-
 in set forth and that this Deponent and
 many Godfrey Per Cuttins did subscribe
 their names as Witnesses thereto. John
 Taylor Juror. Sworn to before me this
 26th day of March 1805. Joseph Blyth J.P.
 J.P. Recorded 15th June 1805.

State of South Carolina. This Indenture
 made the sixth day of April in the year of
 our Lord one thousand eight hundred and
 five and in the twenty ninth year of the
 Sovereignty and Independence of the Uni-
 ted States of America Between William Black
 of the Parish of Saint Lukes in Beaufort
 District in State aforesaid Planter of the
 first part Sarah Hanton Black his wife
 (testified by her being a party to signing and
 sealing these presents) of the second part and
 Charles Black of the same place planter of
 the third part witnesseth that the said Will-
 iam Black for and in consideration of the
 love and affection which he hath beareth
 towards his said wife Sarah Hanton & the
 better to enable her to support & maintain her
 self and also as a provision for any issue which
 they the said William Black and Sarah Hanton
 his wife may have hath agreed to sell deliver
 unto Charles Black his Executors Administrators