

member in the
name, Between
is Spinster of
the Hague Esquire
one of the third
itly had and
e and Ann
Henry
n that the
be settled.
Indenture
is intended
to said Ann
Junior and
Sealing and
hereby ac-
tually granted
and set over
all release
res Hamilton
them and to
Survivor,
at nature.
of Marriage
in the will
any other
share or portion
only is entitled
a particular
and will be
estate of the
wives and
barrel herself,
in her said
said portion
all which she
disposition of the
virtue of a
for one whole
a day of the
aforesaid

501 unto hisfessor and the reversion and cessions, remainder and
remainders, rents, issues and profits thereof, and of every part thereof
and also all the estate right title interest claim and demand
both in law and equity of her the said Ann fia or to the said
premises, and also the future issue and increase of the said female
Slave, to have and to hold all and singular the said person
al Estate above mentioned with the appurtenances thereto also
and also all and singular the undivided share or portion
of the said real Estate, and all and every part and parcel thereof
with their and every of their appurtenances unto the said James
Hamilton junior and Alfred Auger and to the Survivor of them
and to the executors and administrators of such Survivor for
ever, to such uses upon such trusts and for such intents and
purposes as are herein after mentioned and concerning the same
that is to say, In Trust and to and for the use of the said Barnard
Elliott Bee, during the term of the joint lives of the said Barnard
~~Elliott~~
Bee and Ann Bragg Taysong without impeachment of or for
any manner of waste, and from and immediately after the
death of either of the said parties then In Trust to the use of the
Survivor for and during the term of his or her natural life
and upon the death of the said Survivor then to the said trustees
for the use and behoof of the issue of the said marriage free and
discharged of and from all and all manner of trusts provisions
and limitations whatsoever, but should there be no issue of
the said marriage living at the death of the said Barnard or
Ann then to the said Survivor absolutely free and discharged
from all trusts and provisions whatsoever, and the said Barnard
Elliott Bee his heirs executors and administrators shall & will
from time to time hereafter upon the reasonable request and
at the Costs and Charges in the law of the said James Hamilton
Junior and Alfred Auger or the Survivor of them or the heirs of
such Survivor his executors or administrators, make do & execute
a cause and procure to be made done and executed all & every
such further and other lawful and reasonable acts conveyances
agreements and apurcances in the law whatsoever for the
further better and more perfect granting conveying and apuring of
all and singular the estates of the said Ann Bragg Taysong to
for the uses and purposes and upon the trusts and under the agree-
ments herein before expressed and declared of and concerning
the same, as by the said trustees or either of them their ^{or} ~~or~~

This Indenture made the fifteenth day of November in the
year of our Lord one thousand eight hundred and nine, Between
Ann Bragg Taylour of the State of South Carolina Spinster of
the first part, James Hamilton Junior and Alfred Hager Esqur
of the second part, and Bernard Elliott Bee Esqur of the third
part, Whereas a marriage is intended to be shortly had and
solemnized between the said Bernard Elliott Bee and Ann
Bragg Taylour, and it has been agreed between them, that the
estate of the said Ann both real and personal be settled
in Trust as hereinafter specified, Now This Indenture
witnesseth that in consideration of the said intended
marriage and of the sum of ten pounds to the said Ann
Bragg Taylour by the said James Hamilton Junior and
Alfred Hager in hand paid at and before the sealing and
delivery of these presents, the receipt whereof is hereby ac-
knowledged, she the said Ann Bragg Taylour, hath granted
bargained sold released assigned transferred and set over
and by these presents, doth grant bargain sell release
assign transfer and set over unto the said James Hamilton
Junior and Alfred Hager and to the survivor of them and to
their executors and administrators of such survivor, -
all the negroes and other personal Estate of what nature
or kind soever, which she the said Ann Bragg Taylour
is possessed of interested in, or entitled to under the will
of her deceased Father Dr. Peter Taylour or in any other
manner whatsoever, and also all the undivided share or portion
of real Estate which she the said Ann Bragg Taylour is entitled
unto under the will of her said Father or otherwise, a particular
Schedule and description of which negroes and land will be
annexed unto this Deed as soon as division of the estate of the
said Dr. Peter Taylour takes place among the devisees and
legatees which is to be regarded as part and parcel hereof,
together with all and singular the rights members hori-
taments and appurtenances whatsoever to the said portion
of land belonging or appertaining thereto, all which the
last mentioned premises are now in the actual possession of the
said James Hamilton Junior and Alfred Hager by virtue of a
bargain and sale to them made by the said Ann for one whole
year bearing date the day next before the day of the
date hereof, and by force of the Statute for transferring

ember in the
same, Between
Spinsters of
Auger Esqur
ie of the third
ly had and
and Ann
tem
that the
settled.
denture
intended
said Ann
now and
leaving and
hereby ac-
tually granted
and set over.
I release
to Hamilton
him and his
survivor,
- & nature.
, sayssong
, the will
my other
share or portion
my is entitled
a particular
and will be
Estate of the
ises and
real herself,
but having
said portion
ll which ad
opinion of the
virtue of a
or one whole
day of the
offering

501 uses unto proffessor, 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 claim and demand
both in law and equity of her the said Ann of in or to the said -
premises, and also the future issue and increase of the said female
shares, to have and to hold all and singular the said person
al Estate above mentioned with the issue of the said females
and also all and singular the undivided share or portion
of the said real Estate, and all and every part and parcel thereof
with their and every of their appurtenances unto the said James
Hamilton Senior and Alfred Auger and to the survivor of them
and to the executors and administrators of such survivor for
ever, to such uses upon such trusts and for such intents and
purposes as are herein after mentioned and concerning the same
that is to say, In Trust and to and for the use of the said Bernard
Elliott Bee, during the term of the joint lives of the said Bernard
Bee and Ann Bragg Tayssong without impeachment of or for
any manner of waste, and from and immediately after the
death of either of the said parties then in Trust to the use of the
survivor for and during the term of his or her natural life
and upon the death of the said survivor then to the said trustees
for the use and behoof of the issue of the said marriage free and
discharged of and from all and all manner of trusts provisions
and limitations whatsoever, but should there be no issue of
the said marriage living at the death of the said Bernard or
Ann then to the said survivor absolutely free and discharged
from all trusts and provisions whatsoever, and the said Bernard
Elliott Bee his executors and administrators shall & will
from time to time hereafter upon the reasonable request and
at the Costs and Charges in the law of the said James Hamilton
Senior and Alfred Auger or the survivor of them or the heirs of
such survivor his executors or administrators, make do & execute
or cause and procure to be made done and executed all & every
such further and other lawful and reasonable acts conveyances
agreements and assurances in the law whatsoever for the
further better and more perfect granting conveying and assuring of
all and singular the Estates of the said Ann Bragg Tayssong to
for the uses and purposes and upon the trusts and under the agree-
ments herein before expressed and declared of and concerning
the same, as by the said Trustees or either of them their de-

502 either of their Heirs Executors or Administrators or their executors
or their Counsel learned in the Law shall be reasonably desired
advised and required, In witness whereof the parties to these
presents have hereunto interchangeably set their hands
and seals the day and year first above written
Sealed and Delivered } Ann Wragg Tappouny (ss)
In the presence of us } Bernard Elliott Bee (ss),
Joseph Winthrop } Jas. Hamilton Junr (ss),
Helen Tappouny } Alfred Auger (ss)

Received of James Hamilton Junior and Alfred Auger the
within consideration Money Ann Wragg Tappouny
Witness Joseph Winthrop - Charleston of Joseph Winthrop
being duly sworn made oath that he was present and saw
Ann Wragg Tappouny, Bernard Elliott Bee, James Hamilton
Junr. and Alfred Auger sign seal and deliver the foregoing
Instrument of writing for the purposes therein mentioned, and
that he with Helen Tappouny witnessed the same -
Sworn before me the 6th day of January 1830 Dan'l Jas.
Rawson Jr. Recorded 6th January 1830

South Carolina

This Indenture Tripartite made the twenty ninth
day of December in the year of our Lord one thousand
eight hundred and nine, and in the thirty fourth year of
American Independence, Between John Gerard
of Saint Lukes Parish in the State of South Carolina aforesaid
Esquire of the first part, Sophia Percy of Charleston in
the said State Spinster of the second part, and James Legge
and Bernard Elliott Bee both of Charleston Esquires of the
third part, Witnesseth that the said Sophia Percy by and
with the privity and consent of the said John Gerard her
intended Husband testified by his being a party to and
executing these presents for and in consideration of the
sum of five shillings to her in hand well and truly paid by
the said James Legge and Bernard Elliott Bee, at and before
the sealing and delivery of these presents, the Receipt whereof
is hereby acknowledged, hath bargained and sold, and by these
presents doth bargain and sell unto the said James Legge and
Bernard Elliott Bee, the one eighth part share or proportion
of the Real and personal Estate of the Reverend Doctor William
Percy, to which his Daughter the said Sophia Percy, shall

or any
, devised
is to the
in hands

Bee (A),
n (A),
. (A),
ager to
my
d Wmthys.
and saw.
Hamilton
a foregoing
tioned, and
re -
Dan & Jas.

503 be entituled upon the Death of her said Father and Mother whether
the same be in Great Britain or America, Together with all &
singular the houses out houses Edificies, Buildings & erec-
tments, Rights members and appurtenances whatsoever to the
said Real Estate, belonging or in any wise appertaining, or with
the same used and enjoyed or accepted, reputed, taken or known
as part parcel or member of the same, or any part thereof -
To have and to hold the said one eighth part share and pro-
portion of the said Real and Personal Estate above mentioned,
and intended to be hereby bargained and sold, with their appur-
tenances unto the said James Segare and Barnard Elliott Bee
their Heirs Executors Administrators and Assigns. from the
day next before the day of the date hereof for and during and
unto the full end and term of one whole year from thence -
next ensuing and fully to be compleat and ended, Yielding
and paying therefore unto the said Sophia Percy at the expi-
ration of the said term, if the same shall be lawfully demand-
the Rent of one grain of Indian Corn, to the intent & purpose
that by virtue of these presents, and of the Statute for
Transferring uses into possession, the said James Segare and
Barnard Elliott Bee may be in the actual possession of
the premises, and thereby be enabled to accept and take a
Grant and Release of the Reversion and Inheritance therof
to them and their Heirs, to the only proper use and behoof of
the said James Segare and Barnard Elliott Bee their Heirs &
Assigns for ever, subject nevertheless to the Provisions and
Conditions in the Indenture of Release mentioned and con-
stained, In Witness whereof, the said Parties to these Presents
have hereunto interchangably set their Hands and
Seals on the Day and in the year first above written
Sealed and Delivered

John Gerard (A)

in the presence of the words Sophia Percy (A)
'and Mother' in the twelfth line being first interlined
W Boyd, James Sanders, James Sanders one of the
subscribing witnesses to the foregoing Instrument swearing
doth make oath say that he saw the aforesaid John
Gerard & Sophia Percy sign seal das for their act d did deliver
the same to for the several uses intents & purposes thereon mentioned, &
that William Boyd together with this Deponent signed their names as
witnesses thereto James Sanders Sworn before me this 11th
January 1870 John Simpson J.P. Recorded 11 Jan 1870

South Carolina

504

This Indenture Tripartite made the twenty seventh day of December in the year of our Lord one thousand eight hundred and nine, and in the thirty fourth year of American Independence, Between John Guerard of Saint Lukes Parish in the State of South Carolina aforesaid Esquire, of the first part, Sophia Percy of Charleston in the said State Aspinster of the second part, and James Segare and Barnard Elliott Bee both of Charleston Esquires of the third part, Whereas a marriage by Gods permission is shortly intended to be had and solemnized between the said John Guerard and the said Sophia Percy, - and whereas the said Sophia Percy at the time of the Death of her Father the Reverend Doctor William Percy and at the death of Catharine Percy his wife will be entitled to one eighth part share or proportion of the Estate of her said Father, - and whereas upon the treaty of, and previous to the intended Marriage aforesaid it hath been and is agreed by and between the said John Guerard, and Sophia Percy, that the Real and Personal Estate of the said Reverend Doctor William Percy, to which his said Daughter shall be so entitled, whether the same be in Great Britain or America, shall be granted released and assigned to and vested in them the said James Segare and Barnard Elliott Bee and the Survivor of them, and their Heirs Executors Administrators and Assigns of such Survivor upon the special trusts and confidence, and to and for the several intents and purposes hereinafter mentioned limited excepted and declared of and concerning the same, Now This Indenture witnesseth that in pursuance of the said agreement, and in consideration of the said intended Marriage, and also of one Dollar to the said James Segare and Barnard Elliott Bee in hand paid, the Receipt whereof is hereby acknowledged, and for divers ^{other} good and sufficient causes and Considerations heretofore specially moving the the said Sophia Percy by and with the privity and consent of the said John Guerard her intended Husband testified by his being a party to and executing these presents hath granted bargained, sold, aliened, released conveyed and confirmed, and by these presents doth grant bargain sell alien release convey and confirm unto the said James Segare and Barnard Elliott Bee and the Survivor of them in their actual possession now being by virtue of a bargain and sale to them thereof, made by the said Sophia Percy by Indenture of

505 Release bearing Date the Day next before the Day of the Date of these
presents for the term of a year, and by force of the Statute for -
transferring us into (so far as of force in this State) and to the
Heirs Executors Administrators and Agents of such Survivor, the
one eighth part, share or proportion of the Real and Personal
Estate of the Reverend Doctor William Percy, to which his Daughter
the said Sophia Percy shall be entitled upon the Death of her said
Father and Mother whether the same be in Great Britain or America
Together with all and singular the Houses and Homes, Edifices
Buildings, hereditaments Rights, members and appurtenances
whatsoever to the said Real Estate belonging or in any wise -
appertaining, and the Rents and Reversions, Remainder &
Remainders, Rents Spous and Profits thereof, and also all the Estate
Right Title Interest, Claim and Demand whatsoever of her the
said Sophia Percy of in, or to the same, To have and to hold
the said one eighth part, share and proportion of the Real and
Personal Estate of the Reverend Doctor William Percy, to -
which his Daughter the said Sophia Percy shall be
entitled upon the Death of her said Father and Mother whe-
ther the same be in Great Britain or America, with their
Appurtenances, and also other ^{the} Lands Tenements Heredi-
taments and Real Estate to which the said Sophia Percy may -
be in any wise interested in or entitled to, and also the said Per-
sonal Estate, together with the Rents Spous and Profits of the said Real
and personal Estate, and all and singular other the premises herein
before mentioned or meant and intended to be hereby granted,
released and conveyed, as aforesaid unto them the said James Segar
and Bernard Elliott Bee and to the Survivor of them, and to the Heirs
Executors and Administrators of such Survivor forever, Upon
the special Trusts and Confidence nevertheless, and to and for the
several uses intents and purposes herein and hereby intended to be
made, limited and declared, of and concerning the same, And
as for and concerning the said several uses and trusts herein as
hereby intended to be made, limited expected and declared of
and concerning the said Real and Personal Estate each & every
of the Parties to this Indenture hath agreed that the same shall
be limited, settled and apportioned in manner following that is to
say, In Trust that they the said James Segar and Bernard Elliott
Bee and the Survivor of them, and the Heirs Executors Adminis-
trators and Agents of such Survivor, do and shall from time

506 time to time, and during the joint Lives of the said John Guerard
and Sophia Percy, pay and dispose of the clear yearly Interest, Rent,
profits, Income and produce of the said Real and Personal Estate as ap-
-said, as the same shall from time to time arise, and be received -
into such person and persons, and to and for such uses and pur-
-poses and in such parts and proportions as she the said Sophia
Percy and the said John Guerard shall from time to time not:
withstanding her Covernce by any Note or writing under
their hands direct and appoint, to the intent that the same
may not be subject or liable to the continual Debts or Engage-
ments of the said John Guerard her intended Husband, but
only at their own sole and seperate Disposal, and in default
of and until such direction and appointment to the proper
hands of her the said Sophia Percy, or otherwise do and shall
permit and suffer her to receive and take the same to and for
their own sole and seperate use and disposal whose Receipts
alone of their hands shall from time to time notwithstanding
her Covernce be sufficient discharges to the person or persons
who shall so pay the same, or for so much thereof as such Receipts
shall be given for, and from and immediately after the Death
either of them the said John Guerard and Sophia his wife, then
In Trust and Confidence, that they the said James de Gare &
Barnard Elliott Bee and the Survivor of them his Heirs Executors
Administrators and Assigns do and shall well and truly per-
mit and suffer the Survivor of them the said John Guerard &
Sophia his wife, as the case may be, to have the use occupation
and enjoyment of the said Trust Estate, and to receive the in-
-come proceeds and profits arising ensuing or proceeding there-
from to his or her own proper use and behoof for and during the
term of his or her natural life without any restraint Con-
-tinue or Interruption of the said Trustees, or either of them his Exec-
-tors or Administrators, and upon the Death of the Survivor of them
the said John Guerard and Sophia his wife, then In Trust to
and for the use benefit and behoof of such Child or Children
of the said Sophia (whether by the now contemplated, or by
any future Marriage) who shall live to attain the age of
twenty one years or days of Marriage, and the Issue of any Child or
Children who may then be dead, such Issue representing and
taking such share and proportion as the deceased Parent
would have taken if alive, to hold the said Trust Estate

507 to such Person if more than one, to them their Executors Administrators
and Assigns forever, and if but one, then to him or her, his or her
Heirs Executors Administrators and Assigns forever, free from &
without any other Trust whatever, and further it is agreed by
each and every of the Parties to this Indenture, that in case the
said John Gerard should happen to depart this life, in the life
time of his said wife Sophia, and in order to make a further provision
for her, after his Death, that she the said Sophia shall receive
from the Estate of the said John Gerard, during her life time
a Clear yearly Annuity or sum of Five hundred Pounds Sterling
to be paid in equal half yearly Payments, each half year
to be paid in advance, Now This Indenture further
witnesseth that for the considerations before mentioned
~~and in furtherance~~ of the said Agreement, he the said John
Gerard, doth hereby for himself his Heirs Executors and Adminis-
trators, Covenant promise and agree to and with the said James
Legge and Bernard Elliott Bee, and the Survivor of them, and
the Executors Administrators and Assigns of such Survivor, that
the Heirs Executors and Administrators of the said John Gerard
shall and will well and truly pay or cause to be paid unto the
said Sophia, during the term of her natural life, the yearly sum
of five hundred Pounds Sterling by equal half yearly payments
each half year to be paid in advance, and the said John
Gerard for himself his Heirs Executors and Administrators, doth by
these presents, Covenant promise and agree to and with the said -
James Legge and Bernard Elliott Bee and the Survivor of them
and the Heirs Executors Administrators and Assigns of such Survi-
vor, that he the said John Gerard his Heirs Executors and
Administrators shall and will from time to time, and at all
times hereafter upon the reasonable request of the said James Legge
and Bernard Elliott Bee and the Survivor of them, and the Heirs
Executors or Administrators of such Survivor, make do and execute
or cause and procure to be made, done and executed all such
further and other lawful and reasonable acts Deed and Convey-
ances in the law for the corroborating and Confirming of these
presents, and for the further and better conveying assigning
and assuring all and singular the premises herein before men-
tioned and intended to be granted released and assigned unto
the said James Legge and Bernard Elliott Bee and the
Survivor of them, and the Heirs Executors Administrators and Assigns

508

508 Affixes of such Survivor, as by him or them or his or their Counsel
learned in the law shall be reasonably desired advised or require.
In witness whereof the said Parties to these Presents have here-
unto interchangably set their hands and seals on the day
and in the Year first above written John Guerard (ss)
sealed and Delivered in the Sophia Percy (ss)
presence of, the words "and at the Death of Catharine Percy his wife"
in the seventh line, "and Mother" in the twenty fourth and thirti-
eth lines in the first page "and the said John Guerard" in the third
line, second page being interlined, the word "their" in the
fourth, fifth, seventh being first written on Deaures.
"without the said John Guerard her intended Husband in the
eighth line, struck out before signing and sealing -
Wm Boyd, James Sanders, Received on the day and Year
first written written of and from the within named Sam,
dearie and Barred Elliott Bee the sum of one Dollar
in full for the consideration Money within mentioned
Witnesses Wm Boyd, James Sanders, Sophia Percy.
James Sanders one of the subscribing Witnesses to the foregoing
Instrument of writing, doth make oath and say that he saw
the within named John Guerard and Sophia Percy sign seal
and as and for their Act and Deed deliver the same to and for
the several uses intents and purposes therein mentioned, that
he also saw the said Sophia Percy sign the Receipt hereon
indorsed, and that William Boyd together with this
Defponent signed their names as witnesses thereto James Sanders
Sworn to before me this 11 January 1810 John Simpson
Recorded 11 January 1810.

State of South Carolina, Charleston District -
This Indenture tripartite made the twenty fourth
day of November in the year of our Lord one thousand
eight hundred and nine, and of American Independence the
thirty fourth, Between Mary Elizabeth Ewin of St. Johns, Santa
in the State aforesaid of the first part, Francis Marion Baxter of
Georgetown and State aforesaid of the second part, and Catharine
Marion of St. Johns Santa in the State aforesaid of the third part.
Now this Indenture witnesseth that whereas a marriage by
is intended by permission of divine Providence and permission
shortly to be had also solemnized between the said Mary
Elizabeth Ewin and the said Francis Marion Baxter, And

509

their Counsel
ised or require
have here
on the day
erard (ss)
Ercy (ss)
of his wife
had thirteen
in the third
in "in the
squares.
and in the
king -
and Year
named same,
re Dollar
entituled
Ercy.

the foregoing
at he saw
sign seal
to and for
tured, that
it heron.
th this
mes Lander
Simpson

at -
sixty fourth
thousand
and one the
John, Santo
Baxter of
Nathaniel
is third part
riage by
a sum paid
Mary
Baxter, And

509 Whereas the said Mary Elizabeth Ewin is now lawfully and rightfully
by entitled to and possessed of in her own right of and in seven
negroes named as follows to wit, Nanny, Jubber, Sylvia, Felicia, Sarah, Tom &
Dick, and whereas from motives of convenience
both parties interested, and in prospect and consideration
of the said intended Marriage, the said Francis Marion Baxter
and the said Mary Elizabeth Ewin have agreed that the said
Mary Elizabeth Ewin shall grant bargain sell & give
transfer and make over the said Negroes above mentioned with
their future issue and increase the said property which the
said Mary Elizabeth Ewin is rightfully and legally entitled
to, and of her own right unto the said Nathaniel Marion
his Executors Admors and Assigns. In Trust nevertheless and
to and for the several and respective uses intents and pur-
poses herein after mentioned expressed and declared of and
concerning the same, Now this Indenture witnesseth
that in pursuance of the said Agreement and in con-
sideration of the said intended Marriage, and also for d
in Consideration of the sum of twenty Dollars to the said
Mary Elizabeth Ewin in hand well and truly paid
by the said Nathaniel Marion at and before the seal-
ing and delivery of these presents the receipt whereof is hereby
acknowledged, and for settling and apaying the premises afore-
said, to and for the several uses intents and purposes herein after
mentioned expressed and declared and for divers good causes
and considerations the said Mary Elizabeth Ewin hereunto
moving the said Mary Elizabeth Ewin by and with the
privily consent approbation and agreement of the said
Francis Marion Baxter testified by his being made a party
to, and signing sealing and delivering 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 Nathaniel Marion his Executors and Admors the aforesaid
negroes to wit, Nanny, Jubber, Sylvia, Felicia, Sarah, Tom &
Dick with their future issue and increase to have and to
hold the said Negroes and their future issue and increase
unto the said Nathaniel Marion his Executors Admors & Assigns
for ever, In Trust nevertheless and to and for the several
uses intents and purposes herein limited and declared of &
concerning the same that is to say to the use and behoof

510 of the said Mary Elizabeth Ervin until the said intended marriage shall be solemnized and take effect, and from and immediately after the solemnization thereof then upon Trust, that the same shall not in anywise be subject or liable to the Contractual debts or engagements of the said Francis Marion Baxter but shall be and remain to the sole and separate use of the said Mary Elizabeth Ervin for the term of her natural life, and after her death to such of her lawful issue as may be the fruits of the intended marriage, and upon this further trust and confidence that the said Francis Marion Baxter may by his last will and testament bequeath as he shall deem proper the said property, and limit and appoint the same so as not to contravene the true spirit and intention of this instrument of writing, it being intended that the said Mary Elizabeth Ervin shall enjoy the use of the said Negroes and their future issue and increase for her life and her children lawfully begotten by the said Francis Marion Baxter to enjoy the use of the same after her death, subject nevertheless to any disposition thereof, which the said Francis Marion Baxter by his last will and testament may bequeath, limit and appoint, In witness whereof the parties to these presents have hereunto interchangeably set their hand and seals the day and year first above written

Witnesses Martha Warley { Mary E. Ervin (ss)
Jah Shackson & co { Francis M. Baxter (ss)
State of South Carolina District, Personally
appeared before me W^r Martha Warley who being duly
sworn made oath that she was present and saw the within
named Francis Marion Baxter and Mary E. Ervin sign-
seal and as their own act and deed deliver this instrument
of writing for the uses and purposes therein mentioned and
that herself and James Shackson did subscribe their
names as witnesses thereto. Martha Warley

Sworn before me this nineteenth day of January 1810.
The word Mary E. Ervin between the word and and sign
being previously interlined R McElvey Jr.
Recorded 24 January 1812.

South Carolina

571 This Indenture, Published under the day of
January in the year of our Lord one thousand eight hundred and
sixty, Between John Geiger of Charleston in the State before
said Gentleman, of the first part, Mary Oakford of the
same place, widow of the second part, and Alexander H. M.
Gillivray of the said City Merchant Master of the third part,
Witness a Marriage is intended by God's permission shortly
to be had and solemnized between the said John Geiger and the
said Mary Oakford. And whereas the said Mary Oakford
at the time of executing these presents is and stands seized in
the simple of the lot of land and premises herein after descri-
bed, and is also possessed of a personal estate consisting of two
Slaves and sundry Articles of Household and Kitchen fur-
niture and Plates, and whereas it has been agreed by and
between the said John Geiger and the said Mary Oakford
that all and singular the Estate Real and personal of
the said Mary Oakford shall be settled and secured for
her separate use benefit and disposal, as hereinafter
mentioned, This Indenture therefore witnesseth that
in pursuance of the said Agreement and in consideration
of the said intended marriage, and also of the sum of one
Dollar to the said Mary Oakford by the said Alexander H.
M. Gillivray paid, she the said Mary Oakford, by
with the knowledge priority and consent of the said John
Geiger her intended Husband, testified by his being a party
to and signing and sealing these presents, hath granted
bargained sold and released and by these presents doth
grant bargain sell and release unto the said Alexander
H. M. Gillivray all that lot price or parcel of lands, of
her the said Mary Oakford situated lying and being
on the North side of Synches Lane, in Charleston aforesaid
measuring and containing in width and fronting on
the said Lane forty two feet, or thereabouts, and in depth
one hundred and forty feet. Together with the houses out-
houses, edifices, buildings, and all and singular other the rights
members hereditaments and appurtenances to the said premises
belonging or in any wise incident or appertaining, To have
and to hold all and singular the premises before mentioned
unto the said Alexander H. M. Gillivray his heirs Executors
and Assigns to for and upon the several uses trusts intents

512 and purposes herein after limited expressed and declared of and concerning the same, And This Indenture further witnesseth that, for the considerations aforesaid, and in further pursuance of the said Agreement, she the said Mary Oakford, by and with the consent of the said John Geiger, testified as aforesaid, hath bargained sold assigned, transferred and set over, and by these presents doth grant bargain sell aforesaid transfer and set over unto the said Alexander H M'Gillivray his Executors Administrators and Assigns, two Negroe Slaves of her the said Mary Oakford named Chloe and Minty, and also the following Goods and Chattels of the said Mary to wit, two Featherbeds with two Bolders and four Pillows one Mattress, a set of Window Curtains, a set of Bed Curtains, a Mahogany Bedstead, one dozen of satin wood Chairs, eight Windsor Chairs, two Mahogany Dining Tables, one Tea Table, one pair of Card Tables, a Mahogany Stand, a set of Drawers, a Mahogany Dressing Table and dressing Glass, one set of tea China nine silver Table Spoons, one dozen of Tea Spoons, one Silver Coffee Pot and Warmer, one set of silver Castors, and all other the Household and Kitchen Furniture of the said Mary Oakford, of every nature and kind, To have and to hold the said Slaves and their future Issue & Increase and the said Household and Kitchen Furniture and Plate as aforesaid, unto the said Alexander H M'Gillivray his Executors Administrators and Assigns, to for and upon the several uses trusts intents and purposes herein after limited expressed & declared of and concerning the same, that is to say as well touching and concerning the said Real ~~&~~ the said Personal Estate, In Trust for and to the sole separate and distinct use of the said Mary Oakford her Heirs Executors Administrators and Assigns for ever, and to permit and suffer her, notwithstanding her Coverture to have take and receive the Rents, Issues & rents and income of the said Real Estate and also of the said personal Estate to her own separate use, giving her own Receipts and Discharges for the same, without being subject to the debts incumbrances or controul of her said intended Husband, and also, In Trust for and to the use of such person and persons, for such Estate and Estates in such parts and proportion and in such way manner and form as the said Mary Oakford notwithstanding her Coverture and whether she shall be

and of said con-
tract with
the evidence of the
witnesses
who presents
it over unto
Administrat-
ed Mary
the following
is featherbed-
s, a set of
chogany bed
door Chars
one pair of
ers, a Mahog.
of Tea China
ns, one Silver
, and all
e of the said
To have and
d increase
d Plate as
his Executors
several as
expressed &
say as well
and Personal
and distinct
Administrator
notwith-
in the Rent
er and also of
e, giving her
out being
er said intend
such person
to said proprie-
Mary Oakford
he shall be

513 single or married, shall, at any time or times hereafter, by any
Deed or writing, under her hand and seal duly executed in the
presence of two or more credible witnesses, and to take effect in
her life time, or by her last will and testament in writing or any
writing purporting to be her will, to be by her duly executed
directly limit and appoint, In witness whereof the said
Parties to these Presents have hereunto interchangeably
set their hands and seals the day of year just before written
Signed Sealed and Delivered in John Goyer (SS) Mary Oakford (SS)
the presence of the following Mary Oakford (SS)
Witnesses having been first made Atg. H. McCallum (SS)
to wit, on the first side of this sheet of paper nearly two lines from
the word "Plate" to the words "and whereas" on the second side
~~near~~ nearly two lines and an half from the word "had" to
the word "To have and to hold" and on the same side about
half a line from the word "Plate" to the word as aforesaid
Thos. Bampfield, J. Bampfield, Rebecca Screeven
Charleston of Thomas Bampfield being duly sworn made
oath that he was present and saw John Goyer, Mary
Oakford and Alexander H. McCallum sign seal and
deliver the foregoing instrument of writing for the pur-
poses therein mentioned, and that he with James Bampfield
and Rebecca Screeven witnessed the same, sworn to before
me the 24th day of January 1810 (Done at Ravenel JP.
Recorded 24th January 1810.

Date of South Carolina

This Indenture tripartite made the twelfth day of
January in the year of our Lord one thousand eight hundred
and ten, Between Eliza Troup of the City of Charleston in the
State aforesaid widow of the one part, Thomas Jones of same
place factor of the second part, and Robert Dowlle and
William Dewees Jun^r of the same place Gentlemen of the third
part, Whereas a marriage by Gods permission is shortly
to be had and solemnized between the said Eliza Troup and the said
Thomas Jones, and whereas the said Eliza Troup at the time of
executing these presents is intitled to and possessed of the fol-
lowing Real and Personal property that is to say A House
and lot N^o 72 Queen Street, six negroes and other property herein
after particularly mentioned and named to wit Birch
John, Mary, Sue, Will, and Harry, a Pew in Saint Michaels
Churc

514 Church N.Y. and one hundred and forty ounces of Plate, and also of sundry Articles of household Furniture and other Goods and Chattels, and whereas upon the Treaty of said persons to the intended Marriage aforesaid it hath been and is agreed by and between the said Eliza Troup and Thomas Jones that the aforesaid Real and personal Estate of the said Eliza Troup shall be by her sold or otherwise disposed of as to her may seem necessary and convenient, and whereas the said Eliza Troup hath granted bargained sold assigned and vested in them the said Robert Dorrell and William Devees Jun^r and to their Heirs Executors Administrators and Assigns the aforesaid several Negroes and other Real and personal Estate of her the said Eliza Troup together with the future issue and increase of the aforesaid female Slaves, upon the special trust and confidence and to and for the several uses intents and purposes hereinafter mentioned limited expressed and declared of and concerning the same, Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the said intended marriage, and also of ten shillings Sterling money to the said Eliza Troup in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations her thereunto specially moving she the said Eliza Troup by and with the priuity knowledge and consent of the said Thomas Jones her intended Husband testified by his being a party to and executing these presents, hath bargained sold delivered and by these presents doth grant bargain sell and deliver unto the said Robert Dorrell and William Devees Jun^r by virtue of a Bill of Sale to them thereof made by the said Eliza Troup bearing date the day next before the day of the date of these presents, reference being thereto had will more fully and at large appear To have and to hold the aforesaid ^{several} Negroes and other Real & Personal Estate and Household Furniture with the future issue and increase of the said female slaves mentioned and contained in a Schedule or List thereof, hereunto annexed on which she doth hereby transfer assign and set over unto them the said Robert Dorrell and William Devees Jun^r their Heirs Executors Administrators and Assigns upon the special Trust and confidence nevertheless and to and for the several uses intents and purposes herein and hereby intended to be made limited and declared of and concerning the aforesaid several Negroes, House and Lot, Pew, Plate & Household

Furniture and other Real and Personal Goods and Chattells of the said Eliza Troup each and every of the parties to this Instrument of writing hath agreed that the same shall be limited settled and apaid in manner following, that is to say in Trust and to and for the said Eliza Troup her Heirs Executors Administrators and assigns, and to and for no other use intent or purpose whatsoever And this Indenture further witnesseth that the aforesaid several Negroes and other Slaves together with the future issue and increase of the said female slaves hereinafter mentioned and other the Goods and Chattells Household Furniture and other Real and Personal property of what nature or kind soever of her the aforesaid Eliza Troup shall in no manner of ways or means be subject to or liable for any debts or engagements of him the said Thomas Jones her intended Husband but only at her own sole separate and distinct use benefit be left and disposal, whose receipts alone of her hand without the said Thomas Jones her intended Husband shall from time to time notwithstanding her Coverture be sufficient discharge to the person or persons who shall so pay the same or for so much thereof as such receipts shall be given for, C. Mrs. witness whereof the said Parties to these presents their hands and seals have hereunto interchangably set the same on the day and year first above written Eliza Troup *(s)*
 Signed Sealed and Delivered Thomas Jones *(s)*
 in the presence of Wm. S. Howell R. Dorrill *(s)*
 Eliza Pagett William Deedes Junr. *(s)*

A list or Schedule of the Real and Personal Property of Mr. Eliza Troup, to wit, A House and Lot N^o 72 Queen Street Six Negroes named Benah, John, Mary, Sue, Well and Harry a Pew in Saint Michaels Church N^o 41 one hundred and forty ounces of Plate, Household Furniture, two Mahogany Dining Tables, two Ditts Card Arks, 8 Mahogany ^{riding} Chairs, and Kitchen Furniture - State of S. Carolina Person ally appeared before me W. M. S. Howell who made oath that he saw the within named Eliza Troup Thomas Jones, Robert Dorrill and William Deedes Junr sign seal and deliver this Marriage Settlement for the uses and purposes therein mentioned Prof Sowell Sworn before me 25th Jan^r 1810 J. B. Benham 2nd Recorded 26th January 1810.

51

311 South Carolina
This instrument to constitute the nineteenth day
of December in the year our Lord one thousand eight
hundred and nine, between Patrick McEwen of the City of
Charleston and State of South Carolina Merchant of the first part,
Sarah Atchop Daingerfield Atchop Esq: of the same
City and State Merchant of the second part, and Samuel &
Atchop and Robert Daingerfield Esquires of the same City and
State of the third parts to theseard Marriage by God per
mission is shortly intended to be had and solemnized between the
said Patrick McEwen and the said Sarah Atchop, and whereas the
said Patrick McEwen is at the time of the execution of these pa
rnts possessed in property as and entituled to the unexpired term of
years in the Real Estate hereinafter mentioned and particula
rly described, and is covered by a certain indenture of lease and
reversion there as additional baggage of the City and State aforesaid
and the said Patrick McEwen bearing date the Eleventh day
of April in the year of our Lord one thousand eight hundred
and eight, and recorded in the Office of Register of Deeds
Conveyance in Capital Letters in Book L, No 7, Page 165 will
fully appear, that is to say in part of the following lot
of land to wit; all that lot, piece or parcel of land aforesaid known
and distinguished in the plan of the Glebe Land by the number
three, measuring rods containing in front on St Phillips Street
forty feet, and in depth one hundred and seventy feet, and is
bordering and bounding to the East on the said street, to the North
on the lot number four, to the West on lot number five, and to
the South on lot number two, is also possessed of and entituled
to the following Negro slaves to wit, Sylvia a wench, and
her Child Jacob a boy and Sally a wench, John a fellow and
Jew a fellow, and whereas it has been agreed upon by and
between the said parties upon the Treaty of Marriage aforesaid
as well for the purpose of securing a suitable mainte
nance and deportment for the said Sarah Atchop as also for
the purpose of providing for the issue of the said Marriage that
the said Patrick McEwen shall atrent bargain sell assign
transfer and set over unto the said Samuel A. Atchop and
Robert Daingerfield their executors Administrators and Assigns
the sum of £1000 for the use and purpose hereinafter mentioned,
the aforesaid sum of £1000 to be paid, in the said lot of land
and premises, and also the five Negros per cui before named.

and whereas also it has been agreed by and between the said parties upon the treaty aforesaid, that any property real or personal which may hereafter descend or come to the said Sarah Lothrop by Descent, distribution devise, bequest, gift or otherwise howsoever shall be conveyed transferred and secured firmly and effectually to the said Samuel H -
 dothrop and Robert Primrose or the survivor of them or such other person or persons as the the said Sarah Lothrop shall appoint, to his or their Heirs Executors Administrators and Assigns as the case may be, In Trust for the uses and pur-
 poses herein after mentioned as of, and concerning the proper-
 ty so to be settled by the said Patrick M' Owen, subject never-
 theless to the power of revocation hereinafter expressed. Now
 this Indenture witnesseth that the said Patrick M' Owen
 in consideration of the said intended Marriage and of the
 agreement aforesaid, and also in consideration of the sum
 of five pounds Sterling to him in hand paid at and before the
 sealing and delivery of these presents, by the said Samuel H -
 dothrop and Robert Primrose hath granted bargained sold
 apnied transferred set over and delivered, and by these
 presents, doth grant bargain sell assign transfer and set
 over unto the said Samuel H dothrop and Robert Primrose, and
 their Executors Administrators and Assigns, All that piece part or
 parcel of land, measuring and containing in front on Saint -
 Phillips Street, fifty feet, and in depth one hundred and forty feet,
 Butting and bounding to the East on the said street, to the south
 on lot number two, to the West on another part of the said lot
 number three, and to the North on lot number four, together
 with all the rights members and appurtenances thereunto
 belonging or in any wise appertaining, and all the Estate -
 right title interest term of years, property benefit claim &
 demand whatsoever, either in law or Equity, of him the said
 Patrick M' Owen, into or out of the said lot piece or parcel
 of Land, and also all and singular the said five Negro Slaves
 to wit, Sylira a Wench and her Child Jacob a Boy, Nelly
 a Wench, John a fellow and Jim a fellow, To have and
 to hold the said lot of land and premises unto the said Samue -
 l H Lothrop, and Robert Primrose, and their Executors Ad -
 ministrators and Assigns, until the full completion and
 end of the aforesaid unexpired term of years, and also the
 aforesaid Negro Slaves, with the future issue and increase of the
 families

from also of them unto the said Samuel A. Dottrop and Robert Primrose 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 use benefit and behoof of the said Patrick McCoven until the said intended marriage shall be solemnized and from and immediately after the solemnization thereof, In Trust to and for the joint use benefit and behoof of the said Patrick McCoven and Sarah his wife, during their joint lives, and from and after the death of the said Sarah Dottrop should she die before the said Patrick McCoven leaving no Child or Children, - living at her death, then In Trust for the sole use benefit and behoof of the said Patrick McCoven his Executors Administrators and Assigns forever, and should there be any Real property acquired as aforesaid to his Heirs & Assigns forever, and that they the said Samuel A. Dottrop and Robert Primrose shall and will at the request, and at the Costs and Charges of him the said Patrick McCoven, well and sufficiently convey unto him, his Heirs Executors Administrators and Assigns, the legal Estate in the said Land and Slaves, so as to make the title of the said Patrick McCoven perfect in the same, free and discharged of and from all further and other burdens. But in case the said Sarah Dottrop should die before the said Patrick McCoven, leaving a Child or Children issue of the said intended marriage living at her death, then In Trust to and for the sole use benefit & behoof of the said Patrick McCoven during his natural life, and from and after his decease to and for the use benefit and behoof of such Child or Children their Heirs Executors Administrators and Assigns as tenants in common, and should there be any Grand Children issue of this intended marriage, such Grand Children shall take between, or among them only their parents share, but should such Child or Children, Grand Child or Grand Children all die during the life time of the said Patrick McCoven, then from and after his her or their deaths, In Trust to and for the sole use benefit and behoof of the said Patrick McCoven, his Heirs Executors Administrators and Assigns for ever, and that the said Trustees and the Survivor of them his Heirs Executors Administrators or Assigns shall and will convey the legal Estate in the same to him, free and discharged.

from all further and other Trusts, But in case the said Patrick McOwen should die before the said Sarah Dottorp then the Trust for such person or persons his and their heirs Executors Administrators and Assigns as he the said Patrick McOwen shall in and by his last will and Testament duly executed devise and bequeath; Provided nevertheless and it is hereby expressly declared and agreed by and between the said parties that if it shall appear here after to the said Patrick McOwen and Samuel H. Dottorp and Robert Primrose to be most for the advantage of the said Patrick McOwen and Sarah Dottorp: - that the whole or any or any part of the property real or personal aforesaid, should be sold, and the monies arising thereon be applied and expended in the purchase of other property real or personal or both, then and in such case it shall be lawful for the said Patrick McOwen by his Deed properly executed in the presence of two or more credible witnesses the said Trustees, or one of them joining in the same and signifying such his or their consent and approbation to revoke and make void all and singular theuses herein before limited of concerning such property, and to limit and declare any new or other use or uses of concerning the same, So as upon and at the time of making such revocation and limiting any new or other use or uses of or concerning such property, the said Patrick McOwen by his Deed properly executed in the presence of two or more credible witnesses, do transfer aforesaid set over unto the said Samuel H. Dottorp and Robert Primrose, or to the survivor of them then or his Heirs Executors Administrators or Assigns as the case may be, and require, the monies or specialties arising from the sale of the said property, In Trust to and for the use intent and purpose of purchasing other property real or personal or both as the said Patrick McOwen, and one of the said Trustees or the survivor of them shall think most for the advantage of the said Patrick McOwen and Sarah Dottorp to be firmly and securely conveyed bargained and sold transferred aforesaid and set over, by the person or persons so selling the same, (the said Patrick McOwen joining in the said Deed and thereby signifying his assent thereto) unto the said Trustees or the survivor of them then or his Heirs Executors Administrators and Assigns as the case may be and require, according

1521 c

to the nature of the property, In Test nevertheless to and
for the same uses intents and purposes, and subject to the
same restrictions limitations and provisos, as those herein-
before particularly expressed and declared; and the said
Patrick M' Owen doth hereby for himself his heirs Executors
and Administrators covenant promise and agree to and
with the said Samuel, Soothrop and Robert Primrose their
heirs Executors Administrators and assigns in manner and
form following, that is to say that he will well and truly
keep perform and fulfil all and singular the covenants
and agreements herein before recited according to their
true intent and meaning, and according to the true
intent and meaning of the said parties to these presents.
In witness whereof the said parties to these presents
have hereunto interchangably set their hands and
affixed their seals the Day and Year first before written

Sealed and Delivered in the P.M' Owen (ss)

presence of the words "part of" } Sarah Soothrop (ss),
being previously interlined } Sam C. Soothrop (ss)
in the twenty first line of. } Robt. Primrose (ss)

the first page In Elsmere, James O'Hear Junr.

Schedule of the property settled in the foregoing Deed
Land, The unexpired term of years in all that lot of land,
measuring and containing in front on S. Phillips Street fifty
feet, and in depth one hundred and forty feet, Butting and
Bounding to the East on the said Street, to the South on lot
number two, to the West on another part of the said lot number
three, and to the North on lot number four, Mr groes, Sylvia
a wench and her Child Jacob a Boy, Nelly a wench, John a
fellow, Jim a fellow, also my property real or personal
which may hereafter descend or come to

by Descent distribution, devise bequest gift or otherwise.

Sealed and Delivered in the presence of P.M' Owen (ss)
and of Mr Smith, James O'Hear Junr (ss) Sarah Soothrop (ss)

Charles Soothrop, John Smith being duly } Sam C. Soothrop (ss)
sworn made oath that he was present } Robt. Primrose (ss)

John Patrick M' Owen, Sarah Soothrop, Samuel Soothrop and

Robert Primrose sign seal & deliver the foregoing Instrument

writing for the purposes therein mentioned, he also saw them sign

and seal the Schedule hereunto annexed, & that he with James O'Hear Junr

wrote the same down before me the 13th day of February 1815
Received 13th February 1815

571

State of South Carolina, know all & well by these
presentss That I Robert McRae King of the City of
Charleston and State aforesaid am held & firmly
bound unto Thomas Wright Bacot and Joseph Porcher
of the same State in the full and just sum of Five
Thousand Pounds Sterling to be paid to the said
Thomas Wright Bacot & Joseph Porcher or the
survivor & known their certain Attorney Executors Adminis-
trators & executors to whom payment well and truly to be
made and done I do hereby bind myself my heirs
executors & Administrators firmly by these presents dated
with my seal and state that fifteenth day of
November in the year of Our Lord One Thousand
Eight hundred and Nine and in the thirty fourth
year of the Sovereignty and Independence of the
United States of America Whereas a marriage
Ceremony by Gods permission is intended shortly to
be held and performed Between the said Robert McRae
King and Susanna Singleton Porcher daughter of
Peter Porcher Junr late of St Peters Parish in the
State aforesaid and Whereas the said Susanna
Singleton Porcher is now entitled to one undivided
fourth part or portion of all the real and personal
property which belongs to the Estate of her
deceased Father yet undistributed but which in
division and distribution of the said Estate is intended
shortly to be had and effected And Whereas the
said Robert McRae King is willing and desirous to
convey and assure all that said undivided fourth
part and portion of his real and personal property
to which the said Susanna Singleton Porcher is now
entitled and to which he the said Robert McRae King
will after the said intended Marriage become entitled
but which by reason of the same not being divided
and distributed cannot be ascertained & specifically
described to the said Thomas Wright Bacot & Joseph
Porcher or the survivor of them An Trust to and for
the sole and separate use and behoof of the said
Susanna Singleton Porcher and to and for such
further and other beneficial Trusts and uses as

522 shall and may be agreed on by and between the said
Robert McElroy Haig and the said Thomas Wrights
Batch & Joseph Precher Jr and in behalf of the
said Susannah Singletar Prechers Now the Condition
of the foregoing Obligation is Such that if the said
Robert McElroy Haig shall and will well and truly
execute and perform a Deed or Deeds to be convey
ed signed and affixed by good and sufficient Deed or Deeds
all the said undivided fourth part or portion of the
Estate of the late Peter Precher and received to which
the said Susannah Singletar Prechers is now entitled
Whenever the said Undivided fourth part shall be
divided apportioned set off after delivered over to the said
Robert McElroy Haig in right of his intended Wife to
the said Thomas Wrights Batch & Joseph Precher or
the survivor of them In Trust to and for the sole
separate and only benefit and behoof of the said Susannah
Singletar Precher and to and for such further other
beneficial uses and trusts as shall appear advisable
and may be agreed on by and between the said Robert
McElroy Haig and the said Thomas Wrights Batch &
Joseph Precher Jr and in behalf of the said Susannah
Singletar Precher as he or she to time and in such manner
as by the said Thomas Wrights Batch & Joseph Precher
or the survivor of them or their Counsel learned in the
law shall be reasonably advised desired or required
then this Obligation to be of no avail or else to remain
in full force and effect. — Robert McElroy Haig
Aged 44 delivered in the presence of Mr. W. H. Back
Charleston S. C. Henry H. Brock Esquire being attorney
thereon made oath that he was present and saw
Robert McElroy Haig sign seal and deliver the Within
Instrument of Writing for the purpose therein
mentioned and that he together with the above
witnessed the same Month to before me the 21 March
1810. Danl. A. Rowland J. A.

Recorded 21. March 1810.

State of South Carolina. This is to Certify to all
whom it may concern that J. John White Carrill
of the City of Charleston in State aforesaid Marion

523 being now about to be joined in the holy Bonds of
Wedlocke to Elizabette Brown deceased
conceiving it just and right that she should continue
after marriage to hold what property she might
have at that time I do therefore by this Instrument
secure to her and the heirs of her body for ever
all right and title to Two Negros left to her by
her Father (viz. of the Woman named Constant and
her son Caesar together with any other Apes that
the said Constant may have. I do also secure to
her all Bedding and the household furni-
ture that she now possess belonging to myself
the services of the said Negroes during my Natural
Life. In Testimony of which I have hereunto affixed
my hand and seal in Christ Church Parish this
thirteenth day of November in the year of Our
Lord One thousand eight hundred and nine
of American Independence the thirty fourth

John Smith Durrell

Gross dated & delivered in the presence of us
Ard Dubois, Sam. Dubois
and Charles to James Durrell being duly sworn
made oath that he was present and saw John
Smith Durrell sign seal and deliver the within
Instrument of Writing for the purpose therein mentioned
and that he signs the within Joseph Durrell witness.
He stand sworn to before me the 27th March 1810.

In City Ravenel S.C. Received 27th March 1810.

South Carolina This Instrument the parties made
the first day of July in the year of our Lord One thousand
eight hundred and nine Between Edward Jones of
Charleston of the State aforesaid Physician of the
said park Rachel Roberts of the same place widow
and of the Daughters of James Jamison Esquire deceased
of the Scammon park and James Wood of the said
City Gentleman of the third park Whereas a
Marriage is intended by Gods permission to be
shortly had and solemnized between the said
Edward Jones and the said Rachel Roberts and
Whereas the said Rachel Roberts at the time of

524 according thereto is proposed of interested in
and entitled unto a Household Estate in a Certain Lot
a piece of Land in the Philipps tract Contained in
Charlottesville Apiced known and distinguished in the
Plan of the Survey of the late Thomas Radcliffe
Esq: Deceased by the Number Thirty Seven (37)
to his Premises and its pertinences thereunto belonging
and herein after signified and also of in and to other
House & Estates Lying in ready Money, his Slaves
for beasts of Cattle a Horse and Riding Chair Plate
Household Furniture and so forth as upon
the day hereof provided to the said intended Marriage
it hath been and is agreed between the said Edward
and said Rachel Roberts that as well the Estates
proposed to her is now proposed interest in or
entitled unto and all such Estates which may
hereafter come to her on the day aforesaid in any
manner whatsoever shall be settled and secured
to her estate and to be and remain at her
service and subject to disposal. Now therefore
the said Edward Radcliffe that in pursuance
of his Agreement and in consideration of the sum
unpaid Mariana Radcliffe a dollar to the said
Rachel Roberts in the sum James Wood will &
Agree and that each of them is hereby acknowledged
to be due Radcliffe by the said Edward Radcliffe
her and contents of the said Edward James her
affidavit witness testifies by his being a party to
executing these presents hath granted bargained
and sold and delivered unto the said James Wood a certain
Adventure of land bearing date the thirteenth
day of June the thousand eight hundred & Eight
unto the said Mariana Radcliffe & Radcliffe of the
one part and the said Rachel Roberts of the other part
whereby the said Mariana Radcliffe did remis
to her to have and to hold unto the said Rachel Roberts
the said Adventure Administrators and assigns for the
sum of fifteen years at and under the Rents

525 covena
or pie
and a
fifty
and
to the
M^r 47
on the
Inter
Claim
Court
to the
build
Man
and a
likew
With
of Ca
Char
Artic
Warr
40^o a
Race
ready
plan
Orde
and
the
To N
and
will
or in
unto
(and a
and a
true
subje
a co
bus
her

covenants and agreements therin mentioned the lot
 or piece of land herein before mentioned measuring
 and containing in front in S^t Philips Street Acre and
 fifty feet more or less and in depth one hundred
 and fifty nine feet ten inches more or less bounded
 to the East on the said Street to the West on lot
 N^o 157 to the North on lot N^o 38 and to the South
 on lot N^o 39 and also all the Estate rights settled
 Interest Term of years yet to come and unexpired
 claim and demand whatsoever both in law and
 Equity of her the said Rachel Roberts of me and
 to the said lot of land together with the
 buildings and improvements thereon erected and
 made or to be erected or made with the furniture
 and appurtenancy thereto belonging and
 likewise two Negroes named Mancy and Jim
 with the future issue of the females from heads
 of Cattle with their increase and Horses and riding
 Chairs several articles of Silver plate & Sundry
 articles of Household Furniture consisting of
 Wardrobes Bedsteads Beds Bedding Table Chair
 &c and likewise the kitchen furniture of the said
 Rachel Roberts and also Eight hundred Dollars in
 ready Money and the usual proceeds of the sale
 of a Negro shortly expected to be received from New
 Orleans on account of the said Rachel Roberts Estate
 and likewise all other Estate and property to which
 the said Rachel Roberts may become entitled
 To have and to hold all and singular the Estate
 and premises herein and hereby granted bargained
 sold & given Transferred unto us over all manner
 or intended or to be and every part and parcel thereof
 unto the said James Wood his Executor Administrator
 and assigns for ever At such time and for the sole
 and separate use of the said Rachel Roberts for &
 during the term of her Natural life without being
 subject or liable to the debts incumbrances charges
 or controul of the said Edward Jones her intended
 husband and to furnish her ~~and~~ her Notwithstanding
 her Covernor to have take and receive the

526 *Our Estates and premises and every part thereof and
any profits to arise therefrom to her own use giving
her own receipts and discharges for the same and
to lay out such disposal of after and change to
suits in such way and manner and when and as
often as she shall think proper either by any
Deed or Writing or any other way which would be
legally adequate thereto if she were a man etc
and prior and after the decease of the said Rachel
Then in Trust for such person or persons and for
such Estate and Estates as she shall by her sole
duly executed Deed or instrument appoint and for
want of such direction limitation or appointment
In Trust for her legal Representatives for ever
In Witness whereof the said Parties to these
Present have hereunto set their hands and seals
the day and year first above written Edw^d Jones
Rochelle Roberts & James Wood
Signed Sealed & Delivered in the presence of Test.
J. G. Deesle, William Fiddly
John Carolina Charleton Distinct Personality
William Fiddly who being duly sworn made oath
that he was present and saw the above named Edw^d
Jones Rachel Roberts and James Wood as their last
and true signeals and delivered their Instruments of Writing
to and for the use and purpose herein set forth and
that the said deponents together with J. G. Deesle
Subscribed their names as witness to the undesignate
of the same, then to before the 19 September 1809
W. L. and M. — Recorded April 1810.*

South Carolina

This Indenture tripartite made on the
nineteenth day of April in the year of our Lord one thousand
eight hundred and ten, Between Thomas Smith of Chehaw
in the State aforesaid Planter of the first part, Elizabeth Mary
Baker of Charleston of the second part, and Joseph Bennett of the
same place last aforesaid of the third part, Whereas a
marriage by Gods permission is shortly intended to be had
solemnized between the said Thomas Smith and the said Elizab-
eth Mary Baker, and whereas the said party of the first

527

to them and
us giving
Samuel
charge to
them and as
by any
I would do
and Rachel
can for
the said
and for
payments
for ever
to them
and seals
J.W. Jones
D
of Feb.

marily
and with
Name Ed.
then add
ns of Wm
forth and
Debbie
the Recita
bed 1809-
1810.)

made on the
one thousand
th of Chehaw
Elizabeth May
Bennett of the
whereas a
d to be had
the said Eliza-
beth after first

part at the time of executing these presents is lawfully entitled to
and possessed of considerable personal property and estate consisting
of Negroe and other Slaves hereinafter named and particularly
set forth, and whereas upon the treaty of and previous to the
intended Marriage aforesaid, it hath been and is agreed by
and between the said parties of the first and second part, that
certain Negroe Slaves hereinafter particularly named and
described, being part of the personal estate aforesaid should
by the said Thomas Smith be granted released and agreed to and
vested in him the said party of the third part, his heirs Executors
Administrators and Assigns upon the special trust and
confidence and to and for the several uses intents and
purposes hereinafter mentioned limited expressed and de-
clared of and concerning the same, Now this Indenture
witnesseth that in pursuance of the said agreement and
in consideration of the said intended marriage and also of
one dollar to the said Thomas Smith in hand paid the receipt
thereof whereby acknowledged, and divers other good and
valuable considerations and sufficient causes from thenceunto es-
pecially moving, hath granted bargained sold and by these
presents, doth grant bargain sell and in plain and open
market deliver unto the said Joseph Bennett the following
Negroe Slaves that is to say, Roland, Sam the Elder and Sam the
Younger, Jimbo, Ben, Harry, Cestels, Cyrus, Lucy, Cilly, Tyra,
Myley, Dido, Diana, Flower, Amy the Elder, and Amy the
Younger, Daniel, Dash, Peggy, Will, Bellows, Prince Jim,
Cloc, Molly, Killy and Robert, To have and to hold the said
Negroe Slaves with the future issue and increase of the said
females and all other the premises before mentioned or meant
and intended to be hereby granted released and conveyed as
aforesaid, unto the said Joseph Bennett his heirs Executors
Administrators and Assigns, Upon the special trust and
confidence nevertheless and to and for the several uses intents
and purposes herein and hereby intended to be made limited
and declared of and concerning the same, and as for and con-
cerning the said several uses and trusts herein and hereby
intended to be made limited expressed and declared of and
concerning the said Negroe Slaves and the future increase and
issue of the said females each and every of the parties to this
Indenture hath agreed that the same shall be setled limited

and agreed in the manner following that is to say, In Trust and
and for the said Elizabeth Mary Baker, and the issue of her Body by
the said Thomas Smith lawfully begotten, and in case of the death
of the said Elizabeth Mary Baker living the said Thomas Smith,
without issue by him on the Body of the said Mary Elizabeth law-
fully begotten; then and in that case the right interest and benefit
herein and hereby conveyed to and vested in the said Mary Eliza-
beth Baker to revert back and vest in the said Thomas Smith
his said Executors Administrators and Assigns, and in case of the
death of the said Thomas living the said Mary Elizabeth Baker,
and issue by the said Thomas lawfully begotten as aforesaid, then
the right interest and benefit hereby conveyed to continue in the
said Mary for and during the term of her natural life, and at her
death to the issue so lawfully begotten as aforesaid, and in case of
the death of the issue so lawfully begotten as aforesaid during
the natural life of the said Mary, then and in that case the right
interest and benefit to continue in the said Mary for and
during the period of her natural life, and at her death to revert
back belong and vest in the right heirs of the said Thomas.
Smith, and it is further agreed and understood between the
parties to these presents, that during the coverture so to be had
as aforesaid, all the profits emoluments and riches proceeding
from the selling labor hire, care and diligence of the said Negro
herein before sold conveyed and delivered as aforesaid, shall be
applied to the joint interest, comfort and support of the said
Thomas Smith and Elizabeth Mary Baker after and from the
solemnization of the marriage so intended as aforesaid. —
Provided nevertheless and it is hereby especially understood
between the said parties to these presents, that the Negro slaves
and the future issue and increase of the females, are not in any manner
subject to or liable to the control debts and engagements of
the said Thomas Smith. And dastly he the said Thomas Smith
doth for himself his said Executors Administrators covenant promise
and agree, that he the said Thomas at the reasonable request
and at the proper costs of the said Party of the third part will make
and execute or cause to be made done and executed all such
further and other acts and things, assurance and covenances, as may
be further necessary to the full just and perfect completion of the
meaning and intent of these presents, In witness whereof
the Parties to these presents have interchangeably set their

Trust and
her Body by
c of the dead
as Smith,
shek law.
t and benefici
Mary Eliza.
was bound
case of the
to Baker,
said when
time in the
. and at her
d in case of
) during
use the right
for and
E to exert
) Thomas.
ween the
so to be had
proceeding
to said nego
d, shall be
of the said
) from the
resaid.
destood
groc Slaws
any manner
ments of
mas Smith
eat prouin
he request
to make
such
ances, as my
letton of the
to wherof
by set their

529

Hands and seals on the day and year first above written
Signed sealed and delivered Thomas Smith, M^r
In presence of the word "will" in Elizabeth Mary Baker, M^r
the third line of the second sheet Joseph Bennett, M^r
having been first interlined William O'Dore, W H Baker
Charleston to William O'Dore being duly sworn made
oath that he was present and saw Thomas Smith, Elizabeth
Mary Baker and Joseph Bennett sign seal and deliver
the foregoing instrument of writing for the purposes there-
in mentioned and that he with W H Baker signed their
names as witnesses to the same, Sworn before me the
24 day of April 1800 Dant Jct Raveneau JP
Recorded 24 April 1800

State of South Carolina

This Indenture of three parts made between Moule Dumont
of the City of Charleston in the State aforesaid Spinster aged twenty one
years and upwards of the first part, John William Schmidt of
Charleston in the State aforesaid Practitioner of Physic of the
second part, and Peter Ayrault of the third part, whereas by the
last will and Testament of Guillaume Dumont, the said Guillaume
Dumont by the first article thereof did bequeath to the said
Moule Dumont his lot of land and the back house or store thereon
situated on Craft's South wharf No 2 with its appurtenances the
said store, nevertheless subject to the rent hereafter mentioned,
and whereas also by the second article thereof the said Guillaume
Dumont did bequeath to Blaise Dumont his son his lot of land
and the house thereon in Federal Street No 6, subject nevertheless to the
rent herein after mentioned, and whereas also by the third article
he bequeathed to his wife Marie Adelande Roegnol a rent or
annuity to be paid her during her life time which was to be taken
out of the proceeds of the rents of the two houses above mentioned as
follows to wit, that there shall amount of the nett proceeds of the
said two houses should be joined in a map and after having sub-
tracted all the expenses therefrom the nett proceeds thereof should be di-
vided between his wife and his said two children in the following
proportion his wife and Daughter should have four fifths that
is to say each two fifths and the other fifth should devolve to
Blaise Dumont, that such division should be made four
times per annum in order that three persons concerned might
receive their proportion as it became due, that such division however

530 however should not take place but when his Children should be of age and that in the mean time previous thereto the proceeds thereof should be delivered to his wife as herin after more fully expressed and whereas also by the first Article of a Codicil annexed to said will the said Guillaume Dumont directed that his Executor Pierre Lourans should take an account of the money found in his House and Lodge it in a safe place, and did also by the second Article thereof direct that in case a favorable opportunity should offer the said Pierre Lourans should dispose of the whole of the last mentioned sum in the purchase of a House trusting to his discretion, and whereas by the third Article thereof he directed that should the said purchase take place the income thereof should go in the M^es as mentioned in the third Article of his will and that the division should be made in the manner expressed in the said Article, and whereas by the fourth Article of the said Codicil he directed that on the decease of his wife and of the purchase of a House so effected the said House should be divided by equal shares between his son Blaise Dumont and Ursule Dumont, and whereas pursuant thereto the said Pierre Lourans did purchase out of the proceeds of monies belonging to said Estate a lot of land situate in Wall Street Gaddesden Green #8 which said lot has been divided into two parts and contain two dwelling houses and out buildings thereon, but the dwelling house and out buildings on the north part of the division of said lot belong to Ann Robegnot now deceased, and whereas Blaise Dumont is not arrived to the age twenty one consequently the said division cannot be made and whereas also by the fourth Article of said will he directed that in case of the death of either of his Children previous to attaining the age of twenty one and without being married the survivor of either of them should inherit the real property bequeathed to the one deceased and his wife, the rent which by the third Article of said will the deceased was to receive and whereas also by the fifth Article of the said will he did bequeath to his wife his Negro wench named Arsenne and her four Children his said wife to have the use of the said four Children during her life time and after her decease the same to devolve to his Children that is to say Lucinde and Annette her sister to his Daughter Ursule Dumont

531 the
Artic
wen
shou
be a
bese
of his
wif
ther
also.
his n
a Me
Dau
of ag
art
Scrip
the t
per
rice
der
by th
veno
ter,
tols
han
Oco
of a
Art
Doll
por
be q
and.
tha
in a
the
two
sha
the
tim

the other two to his son, and whereas also by the seventh Article of said will he bequeathed to his wife his negro wench named Fanny the use and service of whom she should have all her life time, and should my said wife be disatisfied with the said Fanny she should be at liberty to sell her and buy another in her place and on the decease of his wife the said Fanny or any other bought in the place where she should devolve to his said Daughter, and whereas in pursuance thereof the said Fanny has been sold and another bought in her place named Mizza, and whereas also by the eighth Article of said will he bequeathed to his Daughter his negro wench named Renette and her Child Joseph, and also a Negro wench named d'Eville (who is since dead) for his said Daughter to have the use of said Negroes from the time she comes of age (which has arrived), and whereas also by the ninth Article of said will he did bequeath to his Son his Negro named Scipion for his said Son to have the use of the said Negro from the time he comes of age, and in case of his death before that period or unmarried the said Negro to be for the use and service of his wife during her life time, and on her decease to devolve to her Daughter Ursule Dumont, and whereas also by the Eleventh Article of said will he declared that the wench Clarissa and her Children are the property of his Daughter, and that they make no part of his Estate, he also declared to have in hands as a deposit belonging to his Daughter Three hundred and seventy Dollars arising from her gain and Economy (which said sum has been since vested in the purchase of a Negro named Caroline) and whereas also by the Fifteenth Article of the said will he bequeathed to his Daughter one thousand Dollars which said sum should form the Cash part of her portion and to make up the said sum, the money which should be found belonging to him on his decease should be taken do forth, and whereas also by the sixteenth Article of said will he directed that in case his wife should contract a new marriage then and in such case he directed that her annuity stipulated in the third Article should be reduced to one fifth instead of two fifths, the other fifth to be subtracted and divided by equal shares between his Daughter and Son, and whereas also by the seventeenth Article of said will he directed that respecting the effects which should be found in the two Apartments

532 his Daughter should take the pess and the books which she
should judge convenient, and upon her marriage she should
have also delivered to her Eight Silver Spoons and forks, one silver
Soup Ladle two Silver gravy Spoons, one Gold watch with its
chain and tops, his Desk and upper part for a library, a Maho-
ganey Bed Head and a Camp bed furnished with Mattresses and
Mosquito Net and picture, and whereas also Ann Roigned
the Grand mother of the said Ursule Dumont did in and by her
last Will and Testament bequeath to her Daughter Marie Ade-
laide the widow of Guillaume Dumont the following Negroes
to wit Reine and her Child to have during her life
time the use of the said Negroes and after her decease to devolve
upon Ursule Dumont and Blaise Dumont if living by equal
shares, authorizing however the said Marie Adelaide Dumont
to sell the said Negroes in case ^{she} should be dissatisfied with
them, but at all events to replace such as she might sell etc
and whereas also she did thereby bequeath to her said Grand
Daughter Ursule Dumont two Negroes named Telemaque and
his Sister Marianne, and whereas also she did thereby bequeath
to her said Daughter and Grand Daughter by equal shares
all the linen wearing apparel, Jewels and Silver plate that
she might be possessed of at the time of her decease, that with
respect to the surplus of her property in Charleston consisting
of one House on leased Land in Wall Street, Gadsden Green
and her Furniture she gave and bequeathed the same by three
equal shares viz: one third to her Daughter one third to her
Grand Daughter Ursule Dumont and the remaining third
to her Grand Son Blaise Dumont, that her intention was
that her said Daughter should have the use and benefit
of the House until the operation of the lease without being
accountable to her Children for the rent of the same, that
she should have only to account for the value of the said
House after the same should have been appraised and
that after the first payment of such appraisement by the heirs
of Gadsden she should pay to each other Children their proportion
thereof being one third as above mentioned, that it was her will
and intention that her Daughter should have the use and benefit
of the legacies before mentioned to her Grand Daughter and
Grand Son until they should have attained respectively the
age of twenty one years, after which period the said legacies

533. Should be delivered and paid them without however her Executor
being obliged to account to them for the income of said legacies
which should remain at the disposal of her said Daughter and
in order to ascertain the several legacies mentioned on Inventory
should be taken immediately after her death, that with re-
spect to the property that she was possessed of in ^{land & personal} belongings -
together with the negroes, she bequeathed the same to her Grand
Daughter to have them upon their attaining to the age of
twenty one years by equal shares, that with regard to the
Cash which might be found in possession of the said
Testatrix on the day of her decease / which has not yet been
ascertained / it should be applied by her Executors to the
purchase of some real property either here or elsewhere, and
whenever a favorable opportunity should offer, leaving
the same to their discretion, and in case the sum so left should
prove insufficient they should add it to any other sum which
they might have in their hands for the same purpose, and
after making such purchase the income thereof should be
divided as follows, two fifths to her said Grand Daughter two
fifths to her said Daughter and the other fifth to her said grand
son, that such division should not take place but at the
age of majority of her Grand Children, that in the mean
time the income of the said real property after deducting
the necessary expences, should be left to the disposal of her
said Daughter, that on the decease of her said Daughter the
real property so purchased should be equally divided be-
tween her said two grand children, and whereas the said
Moule Dumont is entitled in her own right to a Negro
named Benjamin together with one half part of a Negro
named Silvain jointly with her said Brother, and whereas
a negro female named Eliza has been lately presented her
by her said Mother together with three hundred and fifty
Dollars in Cash, and whereas also the said John William Schmidt
is possessed of in his own right to three negroes named William
Tom and Birch, and whereas a marriage is intended to be
shortly had and solemnized between the said John William
Schmidt and Moule Dumont upon the Contract of which
Marriage the said John William Schmidt hath agreed
that if the same shall take effect that then notwithstanding
the said Marriage he the said John William Schmidt

534 his Executors Administrators or Assigns shall not nor will inter-
meddle with or have any right title or interest either in
Law or Equity in or to any part of the rents issues and profits
of the messuages or Tenements and lands above mentioned toge-
ther with the several Negroes and legacies before mentioned
bequeathed as aforesaid by the several Wills and Codicil to the
said Ursule Dumont either during her lifetime or even after
the death of her Mother or Brother, and also the said Negro and
sum of money given to her by her Mother as before mentioned
and also the said three Negroes mentioned as the property of the
said John William Schmidt, neither shall he the said John
William Schmidt his Executors Administrators or Assigns
intermeddle with or have any right title or interest either
in Law or Equity of or to the same, that the same shall
remain continue and be to the said Ursule Dumont or to
such uses as the said Ursule Dumont shall think fit and
appoint; Now This Indenture witnesseth that for the making
the said agreement effectual in the Law, and for the preserv-
ing the rents of the messuages or Tenements and lands above men-
tioned together with the hire use and services of the said Negroes
before mentioned and the several legacies bequeathed as before
recited and the sums of money above mentioned to and for the
separate use of the said Ursule Dumont, and so that the same
shall not be in ~~any~~^{the} power or disposal of the said John William
Schmidt, he the said John William Schmidt doth for him
self his Executors and Administrators and for every of them Cov-
enant promise and agree to and with the said Peter Lyrault
his Executors and Administrators by these presents, that notwithstanding
the said intended marriage shall take effect all
the rents of the messuages and Tenements and lands above mentioned as
shall from time to time become due and payable to her the said Ursule
Dumont by virtue thereof aforesaid, and also the interest due or to grow
due for the same, and also the reversion and reversions of the same
together with the wages hire use and services of the said several
Negroes before mentioned, and the interest due or to grow due from
the said several sums of money above mentioned shall be ac-
counted reckoned and taken as a separate and distinct Estate
of and from the Estate of him the said John William Schmidt &
be no ways liable or subject to her or to the payment of any
of his debts, but with the profits or increase that shall

535 hereafter be gotten, gained or made of the same, be ordered disposed
and employed to such person or persons, and to and for such use &
uses intent & purpose and in such manner and form as is
hereafter mentioned and declared that is to say that the legacy
of one Thousand Dollars bequeathed the said Ursule Dumont by
her Father will shall from time to time be placed out at Interest
on such securities as the said Ursule Dumont shall think
fit which securities during the Cowntue shall be taken and
made in the name of Peter Ayrault or in the name or names of
such other person or persons as she the said Ursule Dumont shall
order and appoint in trust for her the said Ursule Dumont &
that the same together with the produce and increase thereof
shall be held & enjoyed by such person or
persons and for such use and uses as the said Ursule Dumont
shall at any time or times hereafter during her life limit or during
the same or any part thereof by her last will and Testament in
writing signed with her hand in the presence of two or more credit-
able witnesses, and by no other Deed whatsoever which may take
effect during her life, Provided always nevertheless that in
case of the departure from the State of South Carolina of the
said Ursule Dumont with a view of settling elsewhere she may be
authorized to dispose of such securities, and receive the money
therefor, and upon the further trust that she the said Ursule
Dumont may be permitted to enjoy and have the use and services
of the Negroes Renette and her son Joseph bequeathed her by her
Father's will above mentioned free from the control or man-
agement of the said John William Schmidt during her life-
time and after his death that she may dispose of the same
to any person or persons she may think proper by her last
will and Testament in writing (made during her life to take
effect after her death signed as above mentioned) but that
she shall not be in any manner at liberty or under any
pretense whatsoever to sell the said last mentioned Negroes
during her life time, and upon the further trust that the
said Ursule Dumont shall have use and enjoy the hire
use and services of the Negroes Sincelle and Annelle Clappier
and Dublin, Caroline one Moirty of Silvain, Benjamin and
Eliza, together with three hundred and fifty Dollars in Cash
presented her by her Mother, Telemagne and Marianne
William Tom and Birah together with the several Negroes
before

53

536 before mentioned to which the said Ursule Dumont may be entitled by
the several Wills and Codicil before mentioned either upon the death
of her mother or Brother together with the several sums of money &
plate &c, therein mentioned, or in any other manner whatsoever
free from the control disposal or engagements of the said John
William Schmidt, and also the interest arising therefrom, and
also that she the said Ursule Dumont may receive the wages,
and interest arising therefrom and vest the same in such securities
as she may think proper, and may be at liberty to sell the -
same during her life time and dispose of the proceeds arising there-
from as she may judge convenient, and that she may also
during her life devise the same or any part thereof by her
last will and Testament in writing signed with her hand
in the presence of two or more credible Witnesses to any person
or persons as she may think proper, and for such use and uses
also, and upon the further trust that she the said Ursule Dumont
shall and may have hold and enjoy the several Mesnages
Lands and Tenements before mentioned bequeathed her as aforesaid,
together with the rents or profits arising therefrom free
from the control disposal or engagements of the said John
William Schmidt during her life time and may receive the
rents arising therefrom free from his control, and shall vest
the same in such securities or in such manner as she may
think proper, but she shall under no pretense whatsoever
be authorized to sell any part of the said Mesnages Lands
and Tenements or Real Estate, and after her death to and for
the use and behoof of such Child or Children lawfully begotten
as may be born of the said intended Marriage than Heirs
Executors Administrators or Assigns to be equally divided
between them share and share alike, and in case there shall
be no Child or Children as aforesaid, then that she may be
at liberty to dispose of the same to any person or persons as
she may think proper during her life time by her last will
and Testament in writing signed with her name in the presence
of three Credible Witnesses and by no other Deed whatsoever which may
take effect during her life time, and the said John William Schmidt
doth for himself his heirs Executors and Administrators covenant
promise and agree to and with the said Peter Bryant and his
Executors and Administrators, by them presents in manner
following that is to say that if the said intended marriage

entitled by
the death
of money &
elsewhere
in said John
house, and
in the bags,
which securities
will the -
using there-
by also
by her
hand
my person
use and uses
all Damont
images
her as afou-
rom free
said John
cave the
shall rest
he may -
elsewhere
as lands
band for
begotten
He is -
indeed
there shall
may be
no less as
last will
the premar-
which may
John Schmidt
tenant -
it and his
summer
marriage

537

shall take effect, that then he the said John William Schmidt
shall and will permit and suffer the said Ursule Dumont to
give grant and dispose of her said separate Estate as she
shall think fit, in her life time and to make such will as
aforesaid and thereby devise her said separate Estate to any
person or persons for any trust use intent or purpose what-
soever, and that he the said John William Schmidt shall
and will permit and suffer such will hereafter to be made
by the said Ursule Dumont to be duly proved by the Executors
in such will named or to be named and probate of such
will to be had and taken, as is usual, and that the person
or persons to whom the said Ursule Dumont shall give or
dispose any part of her said separate Estate by her will
sealed and executed by her in the presence of two or more
credible witnesses as aforesaid shall and lawfully may
peaceably and quietly have hold occupy possess and enjoy the
same according to the true meaning of such devise, -
without any let alone hindrance or interruption of
or by the said John William Schmidt his Executors
Administrators or Agents or any of them, and also that
it shall and may be lawful to and for the said Peter Ayrault
and his Executors and Administrators at any time from and after
the said intended Marriage shall take effect to commence
any action or suit in law or Equity in the names or names
of the said John William Schmidt and Ursule Dumont
his intended wife against any person or persons for recov-
ery of any sum or sums of money due or to grow due to the
said Ursule Dumont on her said separate Estate as aforesaid,
and that he the said John William Schmidt shall
not nor will release or discharge any sum or sums of
money now due or hereafter to grow due to the said Ursule
Dumont from her said separate Estate as aforesaid with-
out the special licence and consent of him the said
Peter Ayrault or his Executors or Administrators on that
behalf first had and obtained in writing under their or
some of their hands and seals, but that he the said
John William Schmidt shall and will avow justify and
maintain all lawful actions and suits that shall be
so commenced, for the recovery of the premises, and that
he the said John William Schmidt shall had will as
often

538 often as there to desired by the said Peter Tyrault joint with the
said Ursule Dumont his now intended wife in any receipt -
Release, Discharge or Assignment necessary to be given on re-
ceiving any monies due or to grow due to the said Ursule as
aforesaid, and further that he the said John William Schmidt
shall and will from time to time and at all times from and
after the said intended marriage shall take effect upon
every reasonable request, and at the proper costs and charges
of the said Peter Tyrault or his Executors or Administrators make
do and execute all and every such further act and acts thing
and things for the better settling recovering and receiving
the monies goods and Estates of the said Ursule Dumont allo-
wed and declared for ~~her~~ ^{his} separate use benefit and disposal -
as aforesaid, as by the said Peter Tyrault or his Executors or
Administrators or their or any of their Counsel learned in the
law shall be reasonably devised advised or required, Provided
always and it is declared concluded and agreed by and
between all the said parties to these presents, and it is the
true intent and meaning hereof and of the said parties -
hereunto that they the said Peter Tyrault and his Executors
and Administrators shall and may from time to time and
reimburse satisfy, and pay him and themselves out of the
said Estate all such necessary and reasonable charges as
they shall sustain or be put unto by reason of their
being made parties to these presents or transacting
any thing pursuant thereto, Provided also and it is
declared concluded and agreed by and between the said
parties to these presents, that the said John William
Schmidt his Executors and Administrators shall from
time to time and at all times here after be indemnified
and saved harmless out of the separate Estate of the said
Ursule Dumont of and from all manner of Costs Charges
Damages or trouble that he or they shall or may sustain
in cur or be put unto for or by reason of John William
Schmidt joining or being made a party in any action or
suit for recovering any part of the separate Estate of the
said Ursule Dumont or his joining or being made a party
in any Receipt or Release to be made & given upon receiv-
ing any part of the separate Estate either the said Ursule
Dumont as aforesaid, or any other account whatsoever

539

wating to the said deperate Estate, In witness whereof
 the parties to these presents have hereunto set their
 Hands and Seals this twentieth day of January in the
 year of our Lord one Thousand eight hundred and ten
 and in the thirty fourth year of American Independence
 Sealed and Delivered in the presence of the words "and after
 her death to and for the use and benefit of such child or children lawfully begotten as may
 be born of the said intended marriage, their heirs & executors
 administrators or assigns to be equally divided between
 them share and share alike, and in case there shall be no
 child or children as aforesaid then" being first written in
 the margin of the ninth sheet of this Deed by John A.
 Dumont, Peter Lourans, James S. Nelson, Richard M.
 McCormick, Debarte, — James Nelson being duly
 sworn saith that he was present and saw John William
 Schmidt, Ursule Dumont and Peter Ayrault sign seal
 and as their act and Deed deliver the within Indenture to
 and for the uses and purposes therein mentioned, and that he
 together with Joseph Jahan, Peter Lourans, A. Dumont
 Richard McCormick and Debarte subscribed their
 names as witnesses to the due execution thereof, with the except-
 ions and erasures hereinafter mentioned, to wit, "the words
 of the survivor of them" on the tenth sheet of paper, also the
 words "or the survivor of them" on the eleventh sheet of paper,
 also the words "of the survivor of them", and also the words "or
 the survivor of them", also on the eleventh sheet of paper,
 also the words "or the survivor of them" also the words "of the
 survivor of them", also the words "or the survivor of them", also the
 words "of the survivor of them", also the words "and the survivor of
 them", also the words "if the survivor of them", also the words
 "and that neither of them the said Peter Ayrault shall be
 any way accountable for the act of the other or liable to
 make good any more of the said Estate, than what shall
 really or bona fide come into his hands or custody" on the
 twelfth sheet of paper, being erased by defendant since
 the execution of this Deed for the reasons herein after mentioned,
 and this Defendant further saith that the reason of his having
 made the erasures above mentioned, was that he was employed

as an Attorney to draw the Deed, and that at the execution of the said Deed, Stephen Shrewsbury who was absent from this State, was to have signed as Trustee jointly with Peter Bryant, but in consequence of such absence it was expressly understood that the necessary blanks should be left, and that the several words above mentioned should be inserted, as if he had actually signed as one of the said Trustees, that since the execution of the said Deed the said Stephen Shrewsbury has informed defendant that he declined absolutely the said trust in consequence whereof defendant felt himself authorized under the understanding as above mentioned to erase the said words, the sense of the Deed requiring such execuse James Wilson, Sworn before me this 3rd May 1800 James Jenny
Recorded 3rd May 1800. 22

South Carolina

This Indenture Tripartite made the twentyfirst day of March in the year of our lord one thousand eight hundred and ten, Between Elizabeth Broughton a daughter of Alexander Broughton late of the State aforesaid Planter deceased of the first part, Thomas Broughton of St. Johns Parish, Berkley Planter of the second part, and Alexander Broughton and Nathaniel Broughton Maggs of the third part, Whereas the first named Alexander Broughton duly made and published in writing his last Will and Testament bearing date the thirtieth day of October in the year one thousand seven hundred and ninety three and thereby devised and bequeathed unto the said Elizabeth Broughton a considerable property and Estate, as in and by the said Will duly proved may more fully appear, and whereas Elizabeth Jane Ravenel late of the said Parish of St. Johns Berkley in the State aforesaid Widow and Grand Mother of the said Elizabeth Broughton duly made and published in writing her last Will and Testament bearing date the fifth day of November in the year one thousand eight hundred and two, and thereby devised and bequeathed unto the said Elizabeth Broughton a considerable property and Estate, as in and by the last mentioned Will duly proved may more fully appear, and whereas Charlotte Tyndall late of the City of Charleston in the State aforesaid Widow and Aunt of the said Elizabeth Broughton duly made and

published in writing her last will and Testament bearing date the twentieth day of January in the year one thousand eight hundred and thereby devised and bequeathed unto the said Elizabeth Broughton a considerable property and Estates above and by the said last mentioned Will duly proved may more fully appear, and whereas the said Elizabeth Broughton expects at the death of her Mother Elizabeth Danians Broughton to become entitled unto other Estates and property real and personal and whereas a marriage intended by the permission of God to be shortly had and solemnized between the said Thomas Broughton and the said Elizabeth Broughton, Now This Indenture witnesseth that in consideration of the said marriage to be had and for settling and securing all and every part of the aforesaid Estate and property both real and personal to which the said Elizabeth Broughton now is, or hereafter shall become entitled unto to the several uses intents and purposes herein after declared expressed limited or appointed of and concerning the same, and in consideration of one Dollar to the said Elizabeth Broughton in hand paid by the said Alexander Broughton and Nathaniel Broughton Magyck at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, the said Elizabeth Broughton hath granted bargained sold released and confirmed and by these presents to both grant bargain sell release and confirm unto the said Alexander Broughton and Nathaniel Broughton Magyck and to their heirs and assigns all and singular the real Estate as if the same were herein particularly described and set forth to which the said Elizabeth Broughton now is, or hereafter shall become entitled unto as aforesaid, and also all the Estate, Rights, Titles, Interest, use, possession, property, beneficial and other claim and demand whatsoever, of her the said Elizabeth Broughton, of in to or out of all and singular the said real estate intended to be hereby granted bargained sold or released, or any part or parcel thereof in any wise however, to have and to hold the same unto the said Alexander Broughton and Nathaniel Broughton Magyck their heirs and assigns to and for the several uses intents and purposes herein after expressed

542 expressed limited or appointed, of and concerning the same, and
for the considerations aforesaid the said Elizabeth Broughton
hath bargained sold assigned and set over and by these presents
doth bargain sell assign and set over unto the said Alexander
Broughton, and Nathaniel Broughton Mazyck and to their Exe-
cutors Administrators or Assigns all and singular the personal
property as if the same were herein particularly described and
set forth, to which the said Elizabeth Broughton now is, or
hereafter shall become entitled unto as aforesaid to have
and to hold the same unto the said Alexander Broughton
and Nathaniel Broughton Mazyck their Executors ad-
ministrators and assigns to and for the several uses, intents &
purposes herein after expressed limited or appointed of
concerning the same, that is to say, as for and concerning
all and singular the Premises as well real as personal to the
use and behoof of the said Elizabeth Broughton her Heirs
Executors Administrators and assigns, until the solemnization
of the said intended Marriage, and from and immediately
after the solemnization of the said intended Marriage then
in trust to and for the use and behoof of the said Elizabeth
Broughton and Thomas Broughton for and during the term
of the joint lives of them the said Elizabeth and Thomas, but
to be in no wise subject to or liable for the present or fu-
ture debts or engagements of the said Thomas, and from
and immediately after the death of either of them the said
Elizabeth and Thomas, then to and for the use and behoof of the survivor
of them for and during his or her natural life, and from and
immediately after the death of such survivor, then to and for
the use and behoof of such Child or Children of the said intend-
ed Marriage as shall be alive at the time of the death of such
survivor of the said Elizabeth and Thomas and also of the issue
of any of the Children of the said intended Marriage who shall
have died previous to the death of the survivor of the said Elizabeth
and Thomas, such issue to take such parts as their parents, if alive
would have been entitled unto, and to their Heirs Executors
Administrators and Assigns forever, free clear and absolutely
discharged of and from all and every and any other or further
trust, use, condition limitation or restriction whatsoever.
But in case either the said Elizabeth or the said Thomas
should die without issue of the said intended Marriage

543.

"

90 days

same, and
Broughton
is then present
said Alexander
to their Exec-
utors the persons
described and
now is, or
did) to have
Broughton
alors ad-
, intents &
hanted of
concerning
sonal to the
in Heirs -
unization
mediately
usage then
d Elizabeth
ng the term
Thomas, but
sent or fu-
and from
him the said
the survivor
born and
into and for
said intend-
ents of such
as of the issue
a who shall
be said Elizabet
reants if alive
 Executors -
absolutely
2 further
at a over-
said Thomas
Marriage

543. living at the time of such death then the said Test's Estate
real and personal to rest absolutely in the survivor his or her Heirs
Executors Administrators and Assigns for ever, free clear and
absolutely discharged of and from all and every and any other
or further trust the condition limitation or restriction what-
soever, and the said Thomas Broughton doth hereby for himself
his Executors and Administrators covenant promise grant &
agree to and with the said Alexander Broughton and Nathaniel
Broughton Mazzyck their Heirs and Assigns that he the said
Thomas Broughton shall and will from time to time and at
all times hereafter, upon the reasonable request of the said
Alexander Broughton and Nathaniel Broughton Mazzyck
their Heirs or Assigns, make do, acknowledge and execute or
cause or procure to be made done, acknowledged and executed
such further and other lawful and reasonable act and
acts thing and things, devices and appliances in the law for the
further better and more absolute assuring and securing making
of the aforesaid premises to the uses trusts intents and purpo-
ses herein particularly mentioned, as by the said Trustees their
Heirs or Assigns, or their counsel learned in the law, shall
be devised advised or required, and it is the express agree-
ment and understanding of all parties to these presents
that at the request and with the consent of the said Elizabeth
and Thomas in writing signed by both or the survivor of them
it shall and may be lawful to and for the said Trustees to
sell and convey away all or any part of the premises real
or personal, Provided nevertheless that the proceeds
thereof be vested in other Estate or property by the Trustees &
subjected to and for the several uses intents and purposes
aforesaid, In witness whereof the said Parties to these Presents
have set their hands and seals the day & year first above written
Sealed and Delivered
In the presence of the word } Thos Broughton A.D.
so first page twenty fifth } Elizabeth Broughton A.D.
line was interlined before } Alex Broughton A.D.
The sealing and delivery of these presents Thos Young Smith
Wm N. Mitchell, Philip P Broughton -
Charleston S C Philip P Broughton being duly sworn and
oaths that he was present and saw Thomas Broughton
Elizabeth Broughton, Alexander Broughton and Nathaniel

544 Nathaniel Baughton Maggah sign seal and deliver the foregoing instrument of writing for the purposes therein mentioned
and that he with Thomas Young Smith and William Whittier
witnessed the same Sworn before me the 9th day of June 1820
Dante J. Rawlins Jr. Recorded 9th June 1820.

State of South Carolina

This Indenture Tripartite made this nineteenth
day of April in the year of our Lord one thousand eight
hundred and ten, and in the thirty fourth year of American
Independence, Between Mary Margaret Gough of St.
Bartholomew Parish in the State of South Carolina
aforesaid, Minister of the first part, Charles C Ashe of
Barnwell District of the second part, and George William
Gough of said Parish Planter of the third part, Whereas
there is a marriage by God permission intended to be
shortly had and solemnized between the said Mary
Margaret Gough and the said Charles C Ashe, and
Whereas the said Mary Margaret Gough will be entitled
to one half of the Negroes and Land property now in the
possession of her Mother Leslie Gough, at the decease of
the said Leslie Gough, and whereas in prospect and
in consideration of the said intended marriage the said
Charles C Ashe hath agreed that the said Mary Margaret
Gough shall grant, bargain sell and deliver all and
singular the said one half of the Negroes and Land pro-
perty, and the future issue and increase of the same also
unto the said George William Gough his Executrix and
Administrators in Trust nevertheless and to and
for the several uses intents and purposes herein after
mentioned and declared of and concerning the same
Now This Indenture witnesseth that in pur-
suance of the said Agreement and in consideration of
the said intended marriage and also in consideration
of the sum of one Dollar to the said Mary Margaret Gough
in hand well and truly paid by the said George William
Gough at and before the sealing and delivering of these pre-
sents, the receipt whereof hereby acknowledged, and for
divers other good causes and considerations her thereunto
especially moving, she the said Mary Margaret Gough
by and with the privity consent and Agreement of the

The pur-
chaser
and his
agents
1 June 1820

545 said Charles & Ashe testified by his being made a party
to and signing and sealing of these presents, hath granted
bargained and sold and by these presents doth fully &
absolutely grant bargain sell and in plain and open
market delivery unto the said George William Gough
his Executors and Administrators, all and singular the
said one half of the Negroes and land property, to which
she will be entitled at the decease of the said Leslie Gough
aforesaid, together with the future issue and increase of the
said female slaves, to have and to hold the said one half
of the Negro and land property, and the future issue and
increase of the females unto the said George William
Gough his Executors and Administrators upon the several
Trusts and to and for such uses and purposes as are herein
after mentioned, expressed and declared of and concerning the
same that is to say, In Trust to and for the use benefit
and behoof of the said Mary Margaret Gough her Exe-
cutors Administrators and Assigns until the solemniza-
tion of the said intended marriage, and from and
immediately after the solemnization of the said intended
marriage then upon this further Trust and Confidence
that he the said George William Gough his Executors and
Administrators, do and shall during the joint lives of the said
Charles & Ashe and Mary Margaret his wife, pay and dispose
of the clear yearly interest, profits, income and produce
of the said one half of the Negroes and land property, and of the
future issue and increase of the females, as the same shall
from time to time arise and be received, unto such person or
persons and to and for such uses and purposes and in such
parts and proportions as she the said Mary Margaret Gough
shall from time to time notwithstanding her Coverletter
by any Note or writing under hand direct and appoint
to the intent that the same may not be subject or liable
to the continual debts or engagements of the said Charles
& Ashe, her intended husband but only at her sole and
separate disposal, and in default of and until such di-
rection and appointment to the property ^{as before} of the said
Mary Margaret Gough or otherwise do and shall permit
and suffer her to receive and take the same to and for her
own sole and separate use and disposal where Receipt
alone

546 alone of her hand without the said Charles Ashe, her intended Husband, shall from time to time notwithstanding her Coverture be sufficient discharge to the person or persons who shall so pay the same, or for so much thereof as such receipts shall be given for, and from and immediately after the death of the said Mary Margaret Gough, then In Trust to and for the use benefit and behoof of the Spouse of the said Mary Margaret Gough by her Husband the said Charles Ashe, who shall be alive at the time of the death of the said Mary Margaret Gough, and who shall live to attain the several and respective ages of twenty one years or days of marriage, To hold the said Trust Estate upon their attaining of the said Ages or days of marriage to such Spouse, if more than one, to them their heirs Executors Administrators and Assigns forever freed from and without any other Trust whatsoever, But in case the said Mary Margaret Gough shall happen to die without leaving Issue by her said Husband Charles Ashe, or such Issue should all die in minority and unmarried, then upon the death of the said Mary Margaret, and the death of the Spouse of the said Mary Margaret by her said Husband Charles Ashe, in Case they should all die in minority and unmarried In Trust to and for the use and behoof of the said Charles Ashe, if he should then be alive his Executors Administrators and Assigns fully & absolutely for ever, acquitted and discharged of and from all further Trust, Confidence limitation or appointment in any wise howsoever, But if the said Charles Ashe die in the life time of his said wife Mary Margaret without leaving Issue by her, then In Trust to and for the use and behoof of the said Mary Margaret her Executors Administrators and Assigns fully and absolutely for ever, acquitted and discharged from all further Trust Confidence limitation or appointment in any wise whatsoever, In Witness whereof the said parties to these presents, have hereunto set their hands and seals on the day and in the year first above written Mary M. Gough^{ss}
Sealed and Delivered in the presence of Richard Singellion, W Youngblood } Chasl. Ashe (SS)
Wm. H. Henderson Jr. } Geo. Wm. Gough^{ss}
Received on the
day and in the year first above written of and from the

547.

547.

above named George William Gough, the sum of one dollar on file for the Consideration Money above mentioned

Mary M. Gough

Witness Richard Singellton W Youngblood, Wm Hishburn Jr; South Carolina Personally appeared Richard Singell Collector District) son who being duly sworn maketh oaths and saith that he was present and saw Mary M. Gough Charles Ashe and George W. Gough sign and seal the written instrument of writing for the purpose contained therein and that he along with William Youngblood and William Hishburn Junr. signed their names as witnesses thereto, Richard Singellton Sworn to before this 24th Sept 1800 Joseph M. Lantz Jr.
Recorded 27th September 1800.

Articles of Agreement, intended, made, concluded, and agreed upon this 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 Barkley Ferguson, of Prince Williams Parish in Beaufort District in the State of South Carolina, planter, of the one part, and James Henry Bowler & Thomas Miller, of the same parish, District State, Planter, as Trustees to Ann McCulloch, Widow, Relict of the late William McCulloch deceased of the same parish, District State planter, of the other part. Whereas a Marriage (by God's Permission) is intended shortly to be had and solemnized, by and between the said Barkley Ferguson, and the said Ann McCulloch, He the said Barkley Ferguson, for and in consideration thereof, and of the marriage portion, consisting in land, Negroes or other Slaves, household furniture, &c cetera, which he shall receive by, and in right of her, the said Ann McCulloch, his intended Wife as mentioned recited in an Inventory or Schedule of the same, hereunto annexed, Doth covenant, promise and agree to and with them the said James Henry Bowler & Thomas Miller, as Trustees of her the said Ann McCulloch, his intended wife, in manner of form following (that is to say) That, He the said Barkley Ferguson, hath and by these presents, Doth hereby Release and Convey, make over, settle, and agree unto them the said James H. Bowler & Thomas Miller as trustees to her the said Ann McCulloch, his intended wife, all and singular the said Land or lands, Negroes and other Slaves, household furniture, &c cetera, as mentioned in an Inventory or Schedule of the

548. same, hereto annexed, together with all and singular the Right, members, Hereditaments, and appurtenances, to the said Land or Lands belonging, or in anywise incident or appertaining, as also the present & future increase to the Negroes & other Slaves belonging, or in anywise appertaining to and for the use benefit and behoof, of her the said Ann McCulloch his intended Wife, her heirs, and assigns forever, AND, It is hereby further covenanted, promised, agreed to by and between the said parties to this Deed, that in case the said Ann McCulloch shall depart this life, without issue, by the said Burkley Ferguson lawfully begotten, to the said Burkley Ferguson, surviving her, the said Ann McCulloch that then the aforesaid Land or Lands, Negroes & other Slaves, household furniture, &cetera, as mentioned in an Inventory or Schedule, hereto annexed, shall remain in the possession of, and be fully and completely vested in him the said Burkley Ferguson, his heirs, and assigns, from thenceforth and forever, — And, in the said Burkley Ferguson the aforesaid Land or Lands, Negroes & other Slaves, household furniture &cetera as mentioned in an Inventory or Schedule of the same hereto annexed, unto them the said James H. Bowler & Thomas Miller, trustees aforesaid, to and for the use, Benefit, and behoof, of her the said Ann McCulloch, his intended Wife, of, and from the claims, or Claims, of any person or persons, whatsoever, shall will for ever warrant and defend by virtue of these presents. In witness whereof, they the said parties to this Deed have hereto set their hands and seals, the Day, Year, and Date first above written, Burkley Ferguson (R. A. H. Bowler (T. Miller (B. signed, sealed and delivered in our presence. The following Interlineation, in the first page t 24 line, the word "said," in the tenth line, in the second page, the words, "his intended Wife" and "by" before the signing, sealing and delivery hereof. — Sophia Ferguson, Benj' Hoagins, Ann Compton. — South Carolina, Berlfort District, Prince Williams Parish. — To wit, An Inventory or Schedule of the Land or Lands, Negroes or other Slaves, and Household Furniture, now in possession of, and belonging to Ann McCulloch of the parish District & State aforesaid, widow of the late William McCulloch deceased, of the parish, District & State aforesaid, planter — vizt. A tract Land, situated in Prince Williams Parish, in the District & State aforesaid formerly her Husband, the late William McCulloch, deceased, containing Five Hundred Acres more or less — Also another Tract of land between two Roads of Coosawhatchie and Saltcather, containing Four Hundred Acres, five hundred in both Tracts Nine Hundred Acres. Negroes and other Slaves in Number, Thirteen and whose Names as underwritten. Vizt. 1. Tom, 2. Big May, 3. Sampson, 4. Harry, 5. Jenny, May's wife, 6. Grace.

549. Jones
10 Eve
- shi
han
Eigh
Thos.
fou
Sar
app
keth
mer.
siz
Bur
at.
sur
the
Re

(Th)

—
de
fr
Be
St
ea
pa
be
A.
re
to
fr
he
of
th

s
C
ti
c
a

549. Tom's wife, & Betty. Harry's wife, 8 Old Abraham. q. Mary, Abram daughter,
10 Eve, 11 Isaac. Eves son. 12 Little May. Big May & Tom's son. 13 Hampshire
shire. Grace grand son. Household Furniture. Given under our
hands Heals April the Ninth in the Year of our Lord One thousand
Eight hundred and Three. — Barkley Ferguson ^{P. S. H. Bowler Esq}
Thomas Miller ^(P) signed sealed & delivered in the presence
of. Sophia Ferguson, Benjamin Hoagin, Ann Compton. —

Saint Bartholomew Parish Collector District — Personally
appeared before me Sophia Ferguson, who being duly sworn
keth on the that she was personally present and did see the within
mentioned Barkley Ferguson, Esq. & T. A. Bowler and Thomas Miller
sign seal and on their act and deed deliver the within
Instrument for all the uses & purposes herein mentioned, and
at the same time did see Benjamin Hoagin & Ann Compton
subscribe their names together with this deponent as witnesses
thereto — Sworn to before me this 9th day of October 1835. Arthur Hughes M.D.
Recorded 10 October 1835.

The State of South Carolina. This Indenture, made the
day of July in the Year of our Lord, One Thousand Eighteen
hundred and Ten, and in the thirty fifth Year of the sovereignty & Independence
of the United States of America, Between Robert Morrison of Saint
Bartholomew's Parish, in the District of Colleton, and State aforesaid
Storekeeper, of the one part; Mary A. Hamilton of the same place, of the
second part; and James Stevens of the same place planter of the third
part; Whereas, a Marriage is intended by God's permission, shortly to
be had and solemnized, between the said Robert Morrison and Mary
A. Hamilton, and Whereas the said Mary A. Hamilton, is entitled
unto, an undivided share of and in certain Negro Slaves belonging
to the Estate of her late Father James Hamilton deceased, which said
property, it has been agreed upon, shall be settled upon the several trusts
hereinafter mentioned so as not to be subject to the debts or engagements
of her said intended Husband. Now this Indenture, M^ttheforth,
that in consideration of the said intended Marriage, so to be had and
solemnized as aforesaid, and of the love and affection which the said
Robert Morrison and the said Mary A. Hamilton have and bear
to each other, and also in consideration of the sum of ten Shillings
Sterling to the said Mary A. Hamilton, in hand, at and before the sealing
and delivery of these presents, well and truly paid by the said James
Stevens, the receipt whereof is hereby acknowledged, She the said Mary

550. A. Hamilton, by and with the privity and consent of the said Robert Morrison, her intended husband, testified by his being a party to, and signing and sealing these presents, doth grant, bargains and sell unto the said James Stevens his Executor, Administrator, and Assigns, All and every the undivided part or share of her late Fathers Estate, or any other Estate to which she may be entitled to, and all her Estate, right, title and interest in and to the same, and every part thereof, To have and to hold, the aforesaid undivided part or share, intended to be hereby conveyed and assigned, unto the said James Stevens his Executor, Administrator, and Assigns, upon such Trusts notwithstanding and to and for such uses, intents, and purposes, as are hereinafter expressed and declared of and concerning the same, that is today to the only use, and behoef, of the said Mary A. Hamilton, her Heirs, Executors, Administrators, and Assigns, until the Marriage between her and the said Robert Morrison shall take effect, and be solemnized, and from and immediately after the solemnization thereof. Then upon this special Trust and confidence, that he the said James Stevens, his Executor, & Administrator, do and shall permit and suffer the said Mary A. Hamilton, and her Assigns to receive and take the labour, personal service and wages, profits, emoluments, or advantages of the said undivided share or property for and during the term of her natural life, for the maintenance and support of the said Mary A. Hamilton and the said Robert Morrison her intended husband. To the intent that the same may not be at the dishabour, or subject, or liable to the several Debts or engagements of the said Robert Morrison her intended husband. And in case the said Mary A. Hamilton should die in the lifetime of the said Robert Morrison her intended husband, then in Trust, that he the said James Stevens do and shall permit and suffer the said Robert Morrison to receive and take the labour, personal service and wages, profits, emoluments, or advantages of the said undivided share or property for and during the term of his natural life, and from and after the decease of the survivor of them, the said Robert Morrison and Mary A. Hamilton his intended wife, then for her sole and only proper use and behoef of all and every the child and children of the said Robert Morrison and Mary A. Hamilton his intended wife, their Heirs and Assigns forever, and in default of all such a one, then to the sole and only proper use and behoef of the survivor of them, the said Robert Morrison and Mary A. Hamilton, and for no other use intent and purpose whatsoever. And the said Robert Morrison for himself his Heirs, Executors and Administrators, doth hereby Covenant, promise and agree,

551. and
that
here
I am
to a
a for
they
have
Rou
Ro
and
Geo
the
bein
the
for
tha
—

0 Robert
to, and
d and sold
to said James
the said
trust in and
fore said un-
signed, unto
us, upon
purposes,
to name,
willow, her
go between
demeanored.
Then upon
ens, his
said Mary
personal
said
natural
Hamilton
Intent
be to the
intended
ies in the
Trewin
and suffice
onal service
ited share
from and
tions, and
only higher
said Robert
Heirs and
to the sole
said Robert
ent, and
f his Heirs,
nd agree,

55 v. and with the said James Stevens, his Executors and Administrators,
that he the said Robert Morrison shall and will, at any time
hereafter, at the special instance and request of the said
James Stevens, make and execute such other Conveyances, as may
be deemed necessary, for the better conveying and securing the
aforesaid property under the aforesaid Trust, In witness whereof
the parties aforesaid to these present, have hereunto set their
hands and seals. Dated the day and year first above written.
Robert Morrison (S) - Mary (S) Hamilton, James (S) Stevens.
Robert Morrison & Mary L. Hamilton, Acknowledged their hands
and seals in my presence; Danl. James Ravenel, —
Sealed and delivered in the presence of: Thos. H. Goddard, Am. Stevens
Recorded 18 October 1810. Charleston S. Daniel James Ravenel.
being duly sworn made oath that he was present and heard Robert
Morrison & Mary L. Hamilton Acknowledge their hands & seals to the
foregoing instrument of writing for the purpose therein mentioned and
that no witnessed the same. Sworn to before me the 18 day of October 1810.
Recorded 18 October 1810. — Step. recd. J.P. —

