

State of South Carolina.

I know all men by these presents that I  
Jampson Solomon family of Amsterdam of the provinces of Holland, but  
now of Georgetown in the State of Georgia are here and fully bound unto  
Israel Solomon & Levis Cohen in the full trust and of One Thousand &  
four hundred Sterling to be paid to the said Israel Solomon & Levis Cohen their  
Attorneys, Executors administrators and assigns to which pay-  
ment will and truly to be made & done I bind myself my  
Heirs Executors and administrators firmly, by these presents sealed  
with my seal & date this seventeenth day of February One  
Thousand Eight Hundred & nine. Whereas a marriage is  
about to be solemnized between the said Jampson Solomon &  
Miss Molly Joseph daughter of Lazar Joseph of Georgetown  
and the Jampson Solomon has agreed to pay into the hands  
of the said Israel Solomon & Levis Cohen as Trustees  
the sum of five hundred pounds Sterling in a convenient time  
after the intermarriage aforesaid to be held by them and the  
survivors of them and their Heirs Executors, and administra-  
tors of such survivors to and for the following uses and an-  
other, that is to say, In trust for the said Molly Joseph dur-  
ing her natural life, to pay and apply the interest of the said  
sum of five hundred pounds to the Support and main-  
tenance of the said Molly Joseph & her and after the death  
of the said Molly Joseph then in trust for the Child or children  
of the said Molly Joseph to be divided, share, and share  
alike, in the mean time to apply so much of the pounds  
a principal as may be necessary to the Support of the said  
Molly Joseph & also the Support & education of such Child  
or children as the said Molly Joseph may have. Now the con-  
dition of the above obligation is such that if the said  
Jampson Solomons his Heirs Executors or administrators do  
and shall well & truly pay & cause to be paid to the  
said Israel Solomon & Levis Cohen or the survivors  
of them, the Heirs, Executors, or administrators of such  
survivors in a convenient time after the intermarriage  
about to be solemnized as aforesaid, the sum of  
five hundred pounds to be applied and used upon the  
trusts aforesaid, then the above obligation to be void  
or else to remain in full force and virtue in Law  
& Equity sealed and delivered in the presence of  
Moses Myers, P. G. Coggeshall Jampson Solomon & J.

2. State of South Carolina, Personally appeared before me Jacob  
Gonzalves Test.

Wayne one of the Justices of the peace for the District of  
P. C. Coggeshall who being duly sworn & Maketh Oath  
that he and Mary (Wife) did subscribe their names  
as witnesses to the within instrument of writing & that this  
deponent did see Samuel Solomon sign seal, and  
execute the within instrument of writing to and for the purposes  
therein mentioned. - P. C. Coggeshall

Sworn to this 22 July 1819. -

Jacob Wayne J. P. - Recorded 24. July 1819.

State of South Carolina Georgetown Dist.

This Indenture of Three parts made the thirty first  
day of November in the year of our Lord one thousand eight  
hundred and eighteen, between Miss Mary (Made line Broadrick  
of the Town of Georgetown of the first part, Thomas C. Hay  
Printer and Bookseller of Charleston of the second  
part and William H. Trophie of the District and State  
attorneys of this part. Where as the said Mary M.  
Broadrick is seized in her own right of one half of Lot  
number sixty four in the Town of Georgetown, also  
two negroes slaves one named Priscilla between fifteen  
and sixteen years of age, the other named Jack, between four  
and five years of age, also of a stock in trade debts  
and accounts, to the amount of one thousand four hundred  
dollars, also sundry articles of house hold furniture, Plate &  
jewelry - and whereas the said Miss Mary Broadrick may reason-  
ably expect an increase of property from her mother and other rela-  
tives & also all such increase of property as may accrue to the said  
Miss Mary Broadrick here by reserving to herself, by & with the  
consent of the parties to these presents, the right of acting as a joint  
sole in the prosecution of her trade and in her managing  
transactions, or also in the ultimate disposition of her estate, male  
& female, by will, and whereas the said Thomas C. Hay is  
possessed of a stock in trade to the amount of eight thousand  
dollars which he wishes and intends here by to settle upon the  
said Miss Mary M. Broadrick, and whereas a marriage is  
intended thereby to be solemnized between the said Thomas C. Hay  
and the said Miss Mary M. Broadrick & the said Thomas C. Hay  
as hereby put in the said William H. Trophie all the above

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3. estates real and personal of the two parties to this indenture, in trust for the separate benefit of the said Mary M. Broadrick until the solemnization of the aforesaid intended marriage and from and immediately after that event upon the further trust of the said Mary M. Broadrick, the proceeds thereof to be disposed of in such way and manner as the said Mary M. Broadrick may direct and will appoint, or fully if she have a power sold. Provided nevertheless that it is the true intent & meaning of the parties to this Indenture that if the said Thomas O. Fay, Secretary, M. Broadrick should have issued letters of the test of his death, which said issue should be from the aforesaid intended marriage, it should not be lawful for the said Mary M. Broadrick to give away the said real and personal estates above described to any other than such issue. In testimony whereof the parties to thisIndenture have hereunto set their hands & seals the day and year above written.

Mary M. Broadrick L.S.

Thomas O. Fay L.S.

Wm. W. Lonsper L.S.

State of South Carolina

George Town Dir. } Personally appeared before me Charles  
Watkinson L.W. in office John L. Wilson who being duly sworn  
made oath that the signatures of the parties to the within deed  
is their proper hand writing. Sworn to the 21<sup>st</sup> Jan: 1819. -  
Charles Watkinson L.W. in office John L. Wilson.

Recorded 24<sup>th</sup> Feb: 1819. -

South Carolina

This Indenture tripartite made the twenty sixth day of December in the year of our Lord one thousand Eight hundred and Eighteen, and in the fifty third year of American Independence, between Daniel Carmichael of Charleston in the State aforesaid (gentleman of the first part, Catharine Carmichael (wife of said Daniel Carmichael) of Charleston in the State aforesaid of the second part, and James Perry trustee of the third part, Whereas a marriage was by Gods permission lately entered into and solemnized between the said Daniel Carmichael and the said Catharine Carmichael - and whereas the said Catharine Carmichael at the time of the aforesaid marriage in her own right was possessed of and entitled unto a certain slave named Dianah, a Chase and Chair, seven hundred dollars in money a gold watch wearing apparel jewels &c and may also on the death of her relations or any other person by will or as one of the heirs and representatives and by other means become entitled unto other Estate and property - And whereas it is hereby agreed by and between

24  
the said Daniel Carmichael and Catharine Carmichael that the  
the Estate property and interest of which the said Catharine Carmichael  
was possessed at the time of said marriage and which has been  
herein before particularly expressed and all other property or Estate of  
what nature or kind soever which she may hereafter come into possession  
of or be entitled to, whether in possession, Remainder  
Contingency or Expectancy shall be conveyed assigned transferred and  
reverted to for and upon the several uses trusts intents and purposes  
hereinafter expressed and concerning the same respectively. Now  
this Instrument witnesseth that in pursuance of the said agreement &  
in consideration of the aforesaid marriage and of one dollar to the said  
Catharine Carmichael by the said James Perry trusted she the said  
Catharine Carmichael by and with the knowledge privacy consent and  
approbation of the said Daniel Carmichael her aforesaid husband testified  
by his being a party to and executing these presents hath granted  
bargained sold conveyed assigned transferred and set over  
and by these presents doth grant bargain sell release convey assign  
transfer and set over unto the said James Perry all that property  
hereinbefore named together with the future increase thereof and  
likewise all the Estate right title interest trust inheritance property  
profit claim and demand whatsoever both in law and Equity which  
she the said Catharine Carmichael now hath or hereafter may have  
of or to any Estate Legacy or bequest whatsoever under or by virtue  
of the will of her Relations hereinbefore named or either of them and also all  
right title interest and claim as far as in her power lies to all other  
Estate and property to which she may become entitled on the death of  
the Relations aforesaid or by any other means and which she could have  
taken and enjoyed had she remained sole and unmarried. To have and  
to hold all and singular the said property with the future increase  
thereof and all and singular other the Estate property and premises  
hereinbefore granted conveyed assigned and transferred or meant mentioned  
and intended so to be and every part and parcel thereof with their and  
every of their appurtenances unto the said James Perry and his survivors  
heirs executors administrators and assigns forever to go and upon  
and to the said property hereinbefore named and the future increase  
thereof to the use of the said Catharine Carmichael and for and  
immediately after the signing sealing of these presents to the sole and  
separate use of the said Catharine Carmichael for and during her  
life without being liable to the control or subject to the debts of her  
said husband except such debts as are now owing and for which the

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Thomas J. J.

5 said property is liable, and from and immediately after her death to  
the use of such person or persons as she may by will appoint to be her  
heir or heirs, But in case she should die intestate then the property of  
whichever kind she is possessed of at the time of her death to revert to  
her said husband Daniel Carmichael. Provided always notwithstanding  
that if the said Catherine Carmichael shall think proper at any  
time during her life whether married or sole, to sell or dispose of any of  
the property hereinbefore named or to sell transfer or dispose of any other  
property mentioned and herein and hereby settled and secured or  
meant mentioned or intended so to be, or to change or alter the said  
Estate and property in any manner whatever it shall be lawful for  
her so to do by deed under her hand and seal duly executed when  
and as often as she shall see fit, without the interference consent or  
approbation of her husband or the trustees hereinbefore named or  
any or either of them, and the produce or proceeds of the property so to  
be sold transferred or disposed of shall be settled and secured in the  
same way and manner and upon the same uses and trusts as such property  
is by this deed settled and secured, and the aforesaid Daniel Carmichael  
for himself his heirs executors and administrators doth hereby con-  
sent promise grant and agree to and with the said James Perry trustee  
as aforesaid and his Survivor his heirs executors administrators and  
assigns that the said Daniel Carmichael his heirs executors and  
administrators shall and will from time to time and at all times  
hereafter upon the reasonable request and at the costs and Charges of  
the said James Perry trustee as aforesaid or his Survivor his heirs execu-  
tors administrators or assigns make do and execute or cause or pro-  
ceed to be made done and executed all and every such further other  
lawful and reasonable act and acts thing and things settlements con-  
veyances assignments and assurances in the law whatsoever as well  
for the Corroborating and strengthening of these presents as for the further  
better conveying and pursuing all and singular the premises aforesaid  
unto the said James Perry trustee as aforesaid and his Survivor  
his heirs executors administrators and assigns and for carrying into  
full effect the true intent and meaning of these presents as by them  
or any of them or their or any of their Council learned in the Law  
shall in that behalf be reasonably desired advised or required  
In witness whereof the said parties to these presents have hereunto  
interchangeably set their hands and seals the day and Year first  
before written - Daniel Carmichael (P) Catherine Carmichael (P)  
Signed sealed and delivered in the presence of Thomas John Gant  
Thomas J Gant being duly sworn made oath that he was

6

present and saw Daniel Carmichael and Catharine Carmichael sign seal and deliver the foregoing instrument of writing for the use of purposes therein mentioned and that he witnessed the same -  
 Given to before me this 24<sup>th</sup> day of Feb<sup>y</sup> 1819. Wm. C. C. Not Pub.

Recorded 24<sup>th</sup> February 1819.

(Stamp) This Indenture made the seventh day of September in the year of our Lord one thousand Eight hundred and Thirteen. Between Philip Hanly of Monagh in the County of Tipperary Merchant of the one part Mary Carroll of Tomavara in the said County Spinster of the second part Hanna Carroll of Tomavara spinster and Sister of the said Mary of the third part Janet Dillon of Monagh Esquire and M<sup>rs</sup> Hanly of (Wolfeburg) in the 10th in said County of the fourth part. Whereas a marriage is shortly intended to be had and solemnized between the said Philip Hanly and the said Mary Carroll, and whereas James Parsons late of North Carolina in the United States of America Esquire deceased, did by his last will and testament in writing duly execute give devise and bequeath unto Mary Carroll otherwise parson his sister the mother of said Mary Carroll (partly, partly) certain lands premises and negroes in his said will mentioned situate & being in Charleston aforesaid as by said will reference being thereunto had may more fully appear, and whereas the said Mary Carroll devise parson the mother of said Mary Carroll is since dead but previous to her death duly made and published her last will and testament in writing and thereby gave devised and bequeathed unto the said Mary Carroll partly her share a certain proportion of said lands premises and negroes so bequeathed unto her by the said James Parsons the amount or value whereof cannot now be ascertained, as by said will reference being thereunto had may more fully appear. And whereas said Mary Carroll is entitled in her own right to a sum of Three Hundred pounds and also to a sum of one hundred pounds which the said Hanna Carroll (partly, partly) has advanced to her sister the said Mary upon the trust & purpose herein after mentioned. Now this Indenture witnesseth that the said Philip Hanly for and in consideration of the said intended Marriage and of the said legacy bequeathed to said Mary by the will of the said Mother and also of the sum of ten shillings now in hand paid by said Janet Dillon and M<sup>rs</sup> Hanly the receipt whereof the said Philip Hanly doth hereby acknowledge and also in consideration of the further sum of ten shillings to said Philip Hanly in hand paid by said Janet Dillon & M<sup>rs</sup> Hanly at or before the making and delivery of these presents thereof doth acquit, nominate and discharge the said Janet Dillon and Michael Hanly their Executors assigns and assigns by these presents and

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7 in order to make a provision for said Mary Carroll (in case she should die  
with the said Philip Hanby her intended husband) and the issue of said  
intended marriage. In the said Philip Hanby doth hereby for him his heirs  
admits and assigns, covenant promise grant and agree to and with the  
said Janet Dillon and Michael Hanby, their Exors & assigns that  
in case the said Philip Hanby and the said Mary Carroll shall not have  
issue of said intended marriage and that the said Mary Carroll shall  
survive him the said Philip Hanby then and in such case the said Mary  
Carroll shall have and receive to and for her own proper use and behoof  
her said share or proportion of said Lands premises and negroes so devised  
and bequeathed to her by her said Mother will and also the said sum  
of three hundred pounds to be disposed of her as she shall think  
fit. Provided always and these presents are upon this express  
condition that in case the said Philip Hanby shall have issue  
by said Mary Carroll his intended wife one or more child or children  
whether male or female and in such case the said Philip Hanby  
doth hereby for him his heirs Exors admits and assigns covenant grant  
and agree to and with the said Janet Dillon and Michael Hanby  
their Exors and assigns that he the said Philip Hanby shall and  
will well and sufficiently pay or secure unto said Janet Dillon  
and Michael Hanby their Exors admits & assigns, one half of said  
Mary Carroll's said share or proportion of said lands premises and  
negroes devised to her as aforesaid by her said Mother will provided  
he shall get into possession thereof or receive the value of the same by sale  
or otherwise and also one half of said sum of Three hundred pounds  
save and except said sum of one hundred pounds hereby advanced to  
said Mary Carroll by S. Hanna her Sister if same shall be paid  
with interest within the time hereinafter limited or pawning to said  
Philip Hanby's death first deducting thereout all necessary Exors expenses  
and Charges as he the said Philip Hanby his Exors or assigns  
shall be in. to or sustain in obtaining for and receiving said lands  
premises and Negroes. To have and to hold the said lands premises  
and negroes so devised to said Mary Carroll his intended wife as  
aforesaid and also the said sum of Three hundred pounds (save and  
except said sum of one hundred pounds under the contingencies  
hereinbefore mentioned) unto the said Janet Dillon and Michael Hanby their  
Exors assigns In trust and to and for the several uses intents and purposes  
hereinbefore and hereinafter mentioned as and for the provision of the said  
Mary Carroll in case she should happen to survive him the said Philip  
Hanby and also for the issue of said intended marriage whether male  
or female the one half of said lands premises and negroes so devised



8 and bequeathed to said Mary Carroll and the one half of said sum of three hundred pounds save said one hundred pounds as if some shall be paid in the meantime to be disposed of in such manner as said Philip Hanby shall in his lifetime by deed or his last will and testament duly attested limit or appoint and for want of such appointment same to be divided between such issue of said intended marriage share and share alike and in case there shall be issue of said intended marriage and that the said Mary Carroll shall survive him the said Philip then the one half of said lands premises and negroes provided said Philip Hanby shall get the same into his possession together with one half of said sum of three hundred pounds save said one hundred pounds under the contingencies aforesaid shall revert to and become the sole property of the said Mary Carroll the same to be disposed of by her by deed or will in such manner as she shall think fit and this indenture further witnesseth that the said Philip Hanby doth hereby for him his heirs Exors Admors and assigns covenant promise and agree to and with the said Annora Carroll her exors Admors and assigns that when and so soon after as he the said Philip Hanby his Exors or Admors shall receive a sum of five hundred pounds out of said Mary Carrolls proportion of said Lands premises and Negroes that then and in such case he shall immediately after payment or receipt and sufficiently secure unto said Annora Carroll her exors Admors or assigns said sum of one hundred pounds which she now advances to the said Mary with the legal interest thereof said sum of one hundred pounds to be her interest for ten years and not longer provided the same shall not be paid by said Philip Hanby as aforesaid any thing herein contained to the contrary thereof in any wise notwithstanding and the said Philip Hanby doth hereby for himself his heirs exors Admors & assigns covenant and agree to and with the said Janet Dillon and Mich<sup>d</sup> Hanby their Exors Admors and the survivors of them & the heirs Exors and Admors of such survivor that in case the said Philip Hanby shall at any time live after in the course of his trade fail or become a Bankrupt that these presents are upon this express condition and the true intent and meaning hereof is that then the S<sup>d</sup> marriage portion of her the said Mary Carroll shall settle on her and the issue of said intended shall not in any wise whatsoever be subject or chargeable with the payment of the debts of the said Philip Hanby but that the said marriage portion of the said Mary shall go to and enure to the several uses trusts intents and purposes herein before limited and appointed for that purpose and to no other use trust intent or purpose whatsoever any thing hereinbefore contained the contrary thereof in any wise notwithstanding and the

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S<sup>d</sup> Mary  
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I said Philip Hanby doth hereby conit and promise and agreed to and with the said Garret Dillon and Mich<sup>d</sup> Hanby their Ex<sup>ors</sup> and assigns that he the said Philip Hanby his Ex<sup>ors</sup> and assigns shall take will from time to time and at all times hereafter make do and execute all and every such fees then and other act and acts matters and things as they the said Garret Dillon & Mich<sup>d</sup> Hanby their Ex<sup>ors</sup> and assigns or his or their counsel learned in the law shall advise devise or require for the further better and more effectually granting and carrying into execution these presents according to the true intent and meaning hereof. In witness whereof the parties aforesaid have hereunto set their hands and seals the day and year first above written  
 Phil Hanby (S<sup>d</sup>). Mary Carroll (S<sup>d</sup>). Thomas Carroll (S<sup>d</sup>). Mich<sup>d</sup> Hanby (S<sup>d</sup>).  
 Signed sealed and delivered in the presence of  
 J<sup>r</sup> Murphy. J<sup>r</sup> Kennedy - Rec<sup>d</sup> from the above named Garret Dillon & Mich<sup>d</sup> Hanby their Ex<sup>ors</sup> and assigns the consideration in the foregoing deed ment<sup>d</sup> dated this 7<sup>th</sup> day of September 1813

Rec<sup>d</sup> from the within named Garret Dillon & Mich<sup>d</sup> Hanby the sum of ten shillings & 6<sup>p</sup> each being the consideration in the within deed mentioned dated this 7<sup>th</sup> day of Sept<sup>r</sup> 1813.  
 J<sup>r</sup> Murphy J<sup>r</sup> Kennedy Phil Hanby

A Memorial of the within deed was entered in the Register Office in the City of Dublin the twenty fourth day of September one thousand Eight hundred & thirteen at one o'clock P.M. p<sup>r</sup> 22. n<sup>o</sup>. 438 282 & the Execution of said deed & Memorial was duly proved pursuant to the act of parliament in that case made and provided - John Griffin dep<sup>y</sup> Reg<sup>r</sup>.

South Carolina James Rawson Kennedy Esq<sup>r</sup> one of the subscribers to the within deed being duly sworn make the oath that he was present & saw Philip Hanby Mary Carroll Thomas Carroll & Michael Hanby sign seal & deliver the same for the purposes therein mentioned that he also saw the said Philip Hanby sign the within and the above receipt & that this deponent & Daniel Murphy signed their names as witnesses to the said deed & receipts - J<sup>r</sup> P. Kennedy

Sworn to before me in Charleston the 20<sup>th</sup> day Feb<sup>y</sup> 1819 Lewis Rouse Esq<sup>r</sup>  
 Recorded 25<sup>th</sup> February 1819

State of South Carolina

This Indenture made the 5<sup>th</sup> day of December in the year of our lord one thousand Eight hundred and Eighteen and in the forty third year of the Sovereignty and Independence of the united States of America between John &

Myrs of Saint Bartholomews parish of the first part, Sarah Dyrell  
 of Saint Bartholomews parish in the State aforesaid of the second part  
 and Arthur Hughes of the same place of the third part. Whereas a  
 Marriage is intended by his permission shortly to be had and solemn-  
 ized between the said John Fellys and Sarah Dyrell, and  
 Whereas the said Sarah Dyrell is and stands possessed of in her own  
 right of two several tracts of Land hereinafter described also certain  
 Negro Slaves, and a Stock of Cattle hereinafter mentioned and in pros-  
 pect and consideration of the said intended marriage it hath been  
 agreed by and between the said parties to these presents that the said  
 two tracts of Land Negro Slaves, ~~Stock~~ of Cattle and the future issue  
 and increase thereof shall be settled conveyed and disposed of to such uses  
 intents and purposes and upon such trusts as are hereinafter mentioned expressed  
 and declared of and concerning the same. Now this Indenture witnesseth  
 that in pursuance of the said agreement, in consideration of the said in-  
 tended Marriage and for and in consideration of the sum of one dollar  
 to her the said Sarah Dyrell in hand paid and truly paid by the said  
 Arthur Hughes at and before the sealing and delivery of these presents  
 the receipt whereof is hereby acknowledged she the said Sarah Dyrell  
 by and with the privy consent and approbation of the said John F. My-  
 ers her intended husband, testified by his being a party to and sign-  
 ing and sealing of these presents hath granted bargained sold assigned  
 transferred and set over and by these presents doth grant bargain sell  
 assign transfer and set over unto the said Arthur Hughes his heirs and ad-  
 ministrators and assigns, all those two several tracts of Land containing  
 two hundred and fifty acres each more or less situate lying and being in  
 Saint Bartholomews parish adjoining lands of the Estate of Thomas Chad-  
 cliff, Captain James Stoney. The Estate of Joseph Morris and Amia-  
 min Dyrell being part of a tract of Land, originally granted to Robert  
 Landon, also all those fourteen Negro Slaves named Tob. Bram, Gla-  
 rienda & her son Brian, Josiah, Cuffey, Fatima Dida John, Amy, George  
 Sally, Miley and Sonny together with the future issue and increase of  
 the females, also a Stock of Cattle consisting of about Fifty head Branded  
 S D and marked with  
 together with the future increase thereof and all her Estate right title and  
 interest of in and to the same and every part thereof, To have and to hold  
 the said two several tracts of Land, the said fourteen Negro Slaves and the  
 future issue and increase of the females, and the said Stock of Cattle  
 and the increase thereof unto the said Arthur Hughes his executors  
 administrators and assigns for and upon such trusts nevertheless and for  
 such uses intents and purposes as are hereinafter expressed and declared

of and concerning the same that is to say in trust for the said Sarah  
 Dyrell her heirs executors administrators and assigns until the  
 termination of the said intended marriage and from and immedi-  
 ately after the termination thereof then in trust that the said Ar-  
 thur Hughes his Executors administrators and assigns do and shall  
 permit and suffer the said Sarah Dyrell and her assigns to have the  
 use and occupation of the said two several tracts of Land and to receive  
 and take the rents thereof as well as the wages, personal services and profits  
 arising from the labor of the said Negro Slaves and the future issue of the  
 Females together with the Profit of the said Stock of Cattle and the in-  
 crease thereof for her sole and separate use and benefit for and during the  
 term of her natural life to the intent that the same may not be at the  
 disposal of or subject or liable to the debts contracts engagements  
 of the said John F. Myers her intended Husband and whereas  
 the said Sarah Dyrell should die in the life time of the said John F.  
 Myers then in trust that the said Arthur Hughes do and shall permit  
 and suffer the said John F. Myers to have the use and occupation of  
 the said two several tracts of Land and to receive and take the rents  
 thereof as well as the wages personal services and profits arising from the  
 said Negro Slaves and the future issue of the Females together with the  
 benefit of the said Stock of Cattle and the increase thereof for his own use  
 and benefit for and during the term of his natural life and from and  
 immediately after the decease of the survivor of them the said Sarah Dyrell  
 & John F. Myers, then in trust for all and singular the Child and Children  
 as well daughters as sons of the said Sarah Dyrell and John F. Myers  
 the issue of that marriage to be equally divided between them share and  
 share alike as tenants in common and not as Joint tenants, their heirs &  
 assigns for ever, and in default of all such issue then to the sole and only  
 proper use and behalf of the survivor of them the said Sarah Dyrell and  
 John F. Myers their heirs and assigns for ever and to and for no other  
 use intent and purpose whatever. In witness whereof the parties to  
 these presents have hereunto set their hands and seals dated the day  
 & year first above written. John F. Myers (R)  
 Sarah an widow in the presence of Sarah Dyrell (R)  
 Anne M. Baker Henry W. May Arthur Hughes (R)  
 John the Clerk of the Court. Personally appeared Henry W. May who being duly  
 sworn and did oath that he signed the above instrument of  
 writings as witness thereto and also was present & saw the other witness Anne M. Baker  
 sign the same for the purposes & intents therein expressed before him and the above John F.  
 Myers & Sarah Dyrell sign deliver & duly execute the same their act & deed  
 according to Law. Henry W. May - Sworn to before me this 27<sup>th</sup>  
 Feb. 1819. In B. Pinkney Co. - Permea 5<sup>th</sup> March 1819.



State of Smith County

✓

This Indenture made the twenty sixth day of November in the year four hundred and eighty and eighth, Between Nathaniel Mainard of the parish of St. John P.M. James M. Canty of the same place Widow of the one part & Robert M. Canty of the same place planter of the other part Whereas a marriage is intended to be shortly had and solemnized, between the said Nathaniel Mainard & the said James M. Canty & the said James now is & the said Nathaniel upon the solemnization of the said intended marriage, will in his right be entitled unto sundry Negro Slaves to wit, Glasgow, Senah, Cunder, Mariak, Daphne, Mander, Elmy, Harriet, Pig, Dick, Hardy, Sucky, Tibby & Harry, which slaves are this part of the Estate of James M. Canty deceased, which Estate being now undivided the said James by a promise made to the above named James M. Canty before his death that she the said James would not take more of his estate than one fourth part that is to have the said Estate divided into four equal parts, and she the said James to take one fourth part of said Estate when so divided in line of her one third part which she is entitled to by law of said Estate and it is the wish of the said parties that the property above mentioned should be settled upon the terms and conditions to the use and purposes hereinafter mentioned. Now therefore in order to carry into effect the wishes of the said parties, and also in consideration of Two dollars by the said Robert M. Canty to the said Nathaniel Mainard and James M. Canty, in hand paid the receipt whereof the day hereby acknowledged, she the said James M. Canty by and with the full and free approbation & consent of the said Nathaniel Mainard, signified by his signing and executing of these presents, hath granted bargained sold released assigned, transferred and set over and by these presents doth grant bargain sell assign transfer and set over unto the said Robert M. Canty the said Negro Slaves & also the Slaves she may be entitled to have the one fourth part of the above mentioned Estate when divided with the future issue & increase of the females to have and to hold all and singular the said premises unto the said Robert M. Canty his executors and administrators upon the special trust and confidence following, that is to say, In trust to permit and suffer the said James M. Canty to have take receive use enjoy the use work labor and services of the said Negro Slaves until the solemnization of the said intended marriage & should and immediately after the solemnization thereof then in trust that he the said Robert M. Canty his executors & administrators shall & will from time to time & at all times thereafter during the joint lives of the said Nathaniel Mainard & James M. Canty permit and suffer them the said Nathaniel Mainard & James

153 McCants to have take receipt use and enjoy the interest & use work labor  
services of the said Negro Slaves & of the future issue & increase of the said  
females free clear and independent of the control intimated design inter-  
ference of the said Robert McCants, and from and immediately after the  
death of either of them the said Nathaniel Marion and Jane McCants  
if there should be no issue of the said intended marriage then living or if  
there should be any such issue and the same should afterwards die under  
the age of twenty one years without having issue lawfully begotten who may  
survive the said Nathaniel Marion & Jane McCants. Or if Nathaniel  
McCants, Robert James McCants, & Mary Louisa McCants children of  
the said Jane McCants by a former marriage should also die without  
having issue of them lawfully begotten, who may also survive the said  
Nathaniel Marion & Jane McCants, then & in either of these cases in  
trust to have and to hold all and singular the said premises to the  
use and behoof of the survivor of them the said Nathaniel Marion &  
Jane McCants & his or her executors and administrators and assigns for  
ever free clear and absolutely discharged of and from any and every such  
trust & trust condition or limitation whatsoever. But if on the death  
of either of them the said Nathaniel Marion or Jane McCants there shall  
be living any issue of the said intended marriage or the children as aforesaid  
of the said Jane McCants by her said former marriage or either of them  
Then in trust to permit and suffer the survivor of them the said Nathaniel  
Marion and Jane McCants, to have take receipt use and enjoy the use  
work labor and services of the said Negro Slaves and the future issue and  
increase of the females for and during the term of his or her natural life  
and from and immediately after the death of the survivor of them the  
said Nathaniel Marion and Jane McCants, In trust to have and to  
hold all and singular the said premises to and for the use and behoof of such  
child or children of the said intended marriage also to and for the use and  
behoof of such child or children of the said Jane McCants by her said for-  
mer marriage as may be living at the death of such survivor to be eg-  
ually divided between them share & share alike. Provided that if any  
child or children of the said Intended Marriage or if Nathaniel Mc-  
Cants, Robert James McCants, or Mary Louisa McCants children as afo-  
resaid of the said Jane McCants by a former marriage or either of them  
shall have departed this life before such survivor having issue of them  
lawfully begotten and living at the death of such survivor such  
issue shall represent and be entitled to the share of his her or their  
parent to be equally divided between them if more than one share &  
share alike and it is hereby declared to be understood by and between  
the said parties to these presents that if in case of any

Exigencies the said Nathaniel Marion & said McCants should deem it fit and necessary to sell or otherwise dispose of all or any of the aforesaid Negroes, that the said have power to do so. Provided that the shares promissory of them for that purpose the consent of the said trustee, in writing and the proceeds arising from such sale barter or exchange of the said Negroes or either of them shall be settled and conveyed in the same manner & under the same Conditions Limitations trusts restrictions provisions & powers as are contained and set forth in this deed and free and absolutely discharged from all further and other trusts conditions or limitations whatsoever. — In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day & year first before written —

Nathl. Marion (L.S.)  
 John McCants — (L.S.)  
 James Packer — Charles Cooper — Robert McCants — (L.S.)

State of South Carolina Charleston district — James Packer being duly sworn deposes that he was present & saw Nathaniel Marion and John McCants & Robert McCants sign seal & as their act & deed deliver the foregoing instrument of writing or deed to & for the uses & purposes therein mentioned & Charles Cooper & himself signed their names as witnesses thereto —

James Packer  
 Given to before me this 20<sup>th</sup> Feb<sup>y</sup> 1819. J. H. Mitchell Ck.  
 Given and 18 March 1819.

State of South Carolina

This Indenture made the thirteenth day of March in the year of our lords one thousand Eight hundred and nineteenth. Between Mary D. Burnet of the one part, and Henry Alexander Debaupure and James M. Fords trustees of the other, part. Witnesseth that the said Mary D. Burnet for and in consideration of the sum of one dollar current money of the said State to her in hand well and truly paid by the said Henry Alexander Debaupure and James M. Fords trustees as appeared at or 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 Henry Alexander Debaupure and James M. Fords trustees as appears their next administrators and assigns, all the undivided share or portion of all that plantation or tract of land situate lying and being in the parish of St. Bartholomew, in the district of Charleston and State aforesaid near Parkers Ferry, containing in the whole about thirty hundred acres more or less Beginning and bounding to the North and West on the Parkers Ferry road to the East on the Fox Pond road to the South on land of William McIntosh to the North on land of Wm. F. to which the said Mary D. Burnet will be entitled upon the

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15 division thereof, together with all and singular the Gardens, Orchards, Groves, Ways, Wells, Waters, Water-Courses, Easements, Profits, Commodities, advantages, hereditaments and appurtenances whatsoever to the saids Mary D Burnet belonging or in anywise appertaining, and the version and reversion remainder and remainders thereof and every part & parcel thereof. To have and to hold the said plantation or tract of Lands, and all and singular other the premises hereinbefore mentioned, and intended to be lawfully granted and sold and every part and parcel thereof with their and every of their appurtenances unto the said Henry Alexander DeLaupurd and James McFady trustees trustees as aforesaid executors administrators and assigns from the day next before the day of the date of these presents for and during the full time, and to the full use and term of one whole year from thence next ensuing, and fully to be completed and ended: Yielding and paying thereof unto the said Mary D Burnet her executors or administrators the rent of One Cent on the last day of the said term, if the same shall be lawfully demanded, To the intent that by virtue of these presents and by force of the Statute made for transforming uses into possession they the said Henry A DeLaupurd and James McFady may be in the actual possession of all and singular the said premises above bargained and sold with the appurtenances and be thereby enabled to take and accept of a grant or release of the version and inheritance thereof to them and their heirs to for and upon such uses intents and purposes as in and by the said grant or release shall be thereof directed or declared - In witness whereof the said parties to these presents have hereunto set their hands and seals in-  
-exchangeably the day and Year first above written -

Signed sealed delivered & declared to for the & Mary D Burnet (23)  
purposes therein mentioned in the presence of us, John D Edwards, Mary M Elliott  
Fourth Carolina John D Edwards being duly sworn saith that he was present  
& saw Mary D Burnet sign seal & as her act & deed deliver the within  
instrument of writing to and for the uses & purposes therein mentioned  
& that he together with Mary M Elliott signed their names as witnesses  
to the due execution thereof - John D Edwards

Given to before me this 17 March 1819 - Jacob Ford Not. pub. & W.  
- Records 25 March 1819 -

South Carolina

This Indenture tripartite made on the fourth day of March  
in the year of our Lord one thousand Eight hundred and nineteen and in  
the forty third Year of the Sovereignty and Independence of the United States of  
America - Between Mary D Burnet Spinster of St. Bartholomew's  
parish in the State aforesaid of the first part Doctor Joseph S Ford of  
the same place of the second part and Henry A DeLaupurd and



James M Ford trustees of these part - Whereas a marriage is shewing  
 by Gods permission to be had and solemnised by and between the said  
 Mary D Burnet and Joseph S Ford. And whereas Andrew Burnet  
 late of St. Bartholomew parish, Esquire deceased being in his life time  
 and at the time of his death seized and possessed of a considerable real  
 and personal Estate, consisting of Lands Negro Slaves and other personal  
 property departed this life intestate on the sixth day of March in  
 the year of our lords one thousand Eight hundred and four leaving  
 a wife and three children surviving him whereby the said Mary D  
 Burnet who was one of his aforesaid Children became entitled under  
 and by virtue of the act of the General Assembly of this State passed in  
 the year of our Lords one thousand Seven hundred and Ninety one  
 for the distribution of intestates Estates to one undivided third  
 part of two thirds of her deceased father's Estate and whereas since  
 the decease of the said Andrew Burnet his Estate hath been kept  
 whole and undivided wherefore the share or proportion thereof  
 to which the said Mary D Burnet is entitled cannot <sup>now</sup> be ascertained  
 by metes or bounds: specifically enumerated and described, and  
 whereas the said Mary D Burnet is seized and possessed in her  
 own right of two Negro Slaves named Grace and Gage which form  
 no part of her said father's Estate - and whereas it was agreed upon  
 before said Marriage by and between the said Mary D Burnet and  
 Joseph S Ford testified by the said Joseph S Ford being a party hereto  
 and sealing and delivering these presents that the aforesaid distribu-  
 tive share or proportion of the said Mary D Burnet of in and to the  
 real and personal property of her deceased father and the aforesaid  
 Negro Slaves with the mortals of the female, should be granted released  
 and assigned by said Mary D Burnet to the said Henry D Desauters  
 and James M Ford their Executors administrators and assigns to do  
 and upon the uses intents and purposes hereinafter declared of and con-  
 veying the same; and that although the same cannot now be fixed with  
 precision, or correctly described or enumerated that the whole and every part  
 thereof shall be hereafter distinctly set forth in a schedule to be hereunto  
 annexed, and to be taken as part and parcels of this deed of Marriage  
 Settlement - Now this Indenture witnesseth that in pursuance of the  
 aforesaid agreement and in consideration of the said intended mar-  
 riage and also in consideration of the sum of one dollar to the said Mary  
 D Burnet and Joseph S Ford in hand come and truly paid by Henry D  
 Desauters and James M Ford at or before the sealing and delivery of  
 these presents, the receipt whereof is hereby acknowledged by the said  
 Mary D Burnet by and with the consent and privacy of the said Joseph

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17 I Ford testified by his being a party hereto and executing these presents  
hath granted bargain'd sold and released and by these presents doth give  
bargain sell and release unto the said Henry & Debaupree and James  
McFad their executors administrators and assigns all the undivided  
share or proportion of all that plantation or tract of Land situated lying  
and being in the parish of St. Bartholomew in the district of Colleton  
and State aforesaid near Parker's Ferry containing in the whole about  
Thirty hundred acres more or less - Beginning and bounding to the north  
and west on the parkers Ferry Road to the East as per plan thereto the  
South on land of William Mark others and to the North on land of J. Fraser  
to which the said Mary D Burnet will be entitled upon the division thereof  
and also the aforesaid two Negro Slaves with the increase the female & pro-  
duce also all the undivided share or proportion of the Negro Slaves and their per-  
sonal property and appurtenances to which the said Mary D Burnet will be  
entitled to upon a division and partition of her deceased father's Estate all  
which real and personal Estate shall be distinctly set forth in a schedule  
thereto be hereinafter annexed hereto and be taken as part & parcel  
of this deed when the same shall be divided and ascertained together with  
all and singular the remainders and remainders heretofore and hereinafter  
issues and profits thereof and of every part and parcel thereof with  
the appurtenances - To have and to hold all and singular the said  
Lands negro Slaves and other personal property with the future issue  
and increase of the said female Slaves together with the interest profits  
issues and emoluments thereof unto the said Henry & Debaupree and  
James McFad their executors administrators assigns for use - Subject  
nevertheless to such uses and upon such trusts and for such intents and  
purposes as are hereinafter mentioned and declared of and concerning  
the same that is to say in trust to and for the use and behoof of  
the said Mary D Burnet, until the solemnization of the said marriage  
and from and immediately after the solemnization thereof then in trust  
and to and for the joint use of the said Joseph I Ford and Mary D Bur-  
net and their assigns for and during the term of their joint lives and  
from and immediately after the determination of that Estate to  
the use & behoof of the said Henry & Debaupree and James McFad  
their executors administrators & assigns to preserve the Contingents  
Remain any hereinafter limited from being defeated or destroyed and  
nevertheless in trust to preserve it and suffer the said Joseph I Ford  
and Mary D Burnet and their assigns during the joint lives of the  
said Joseph I Ford and Mary D Burnet and their assigns to receive  
and take the interest profit issues and emoluments of all and sin-  
gular the real and personal Estate aforesaid with its increase

to and for the joint use benefit and behoof of the said Joseph F Ford and Mary D Burnett and their assigns and in case the said Joseph F Ford should survive the said Mary D Burnett then to the use and behoof of the said Mary Joseph F Ford and his assigns for and during the term of his natural life but if the said Mary D Burnett should survive the said Joseph F Ford then to the use and behoof of the said Mary D Burnett and her assigns for and during the term of her natural life and from and immediately after the determination of the survivor to the use and behoof of the said Henry a Deppaure and James M Ford their executors administrators and assigns to preserve the contingent remainders hereinafter limited from being defeated or destroyed in trust nevertheless to permit and suffer the said survivor and his or her assigns during his or her natural life to receive and take the interest profits issues and emoluments of all and singular the real and personal property aforesaid with its increase for his or their own proper use and benefit - and from and immediately after the decease of such survivor him or her child or children upon the body of the said Mary D Burnett by the said Joseph F Ford begotten as may be living at the time of the death of such survivor to be equally divided between them if more than one and their heirs executors administrators and assigns for ever as tenants in common free clear and absolutely discharged of and from all and every further and other condition trust limitation restriction proviso and agreement whatsoever and if any such child or children should depart this life before the decease of such survivor having issue then such issue shall represent stake equally among them if more than one such share or shares in the premises as his her or their parents or parents respectively would have taken if such parent or parents had survived such survivor and if the said Mary D Burnett should survive the said Joseph F Ford and then be living at his death no lawful issue by the said Joseph F Ford on the body of the said Mary D Burnett begotten then all and singular the real and personal Estate aforesaid shall vest in the said Mary D Burnett her heirs and assigns for ever, absolutely clear free and discharged of and from all and every further and other trust condition limitation and restriction whatsoever but if the said Joseph F Ford at his decease having survived the said Mary D Burnett shall leave no lawful issue alive (or the children of such issue) on the body of the said Mary D Burnett begotten then all and singular the real and personal Estate aforesaid with its increase shall be equally divided into two parts, one part or moiety whereof shall be subject to such use or appointment as the said Joseph F Ford shall by deed or will limit direct and declare of and concerning the same and in default of such appointment devised bequest or limitation to and for the use and behoof of his right heirs at Law - And the other moiety thereof shall revert to the family



19 of the said Mary D Burnet and be distributable among her right heirs at law  
with moieties thereof paid and discharged and from and further as to the  
limitations and appointments of and concerning the same, and every part and  
parcel thereof with the appurtenances, provided nevertheless and it is the true  
meaning and intent of these presents, that in the event of the said Mary D  
Burnet surviving the said Joseph P Pinks without issue of the said Marriage  
that then all and singular the property and estate which would under this  
deeds upon her surviving him be and vested in the said Mary D Burnet and  
her executors and administrators absolutely shall not be subject to the inter-  
meddling of any future husband whom the said Mary D Burnet may marry  
or to any of his debts engagements or contracts but shall notwithstanding her  
said future coverture be and remain in her and her executors administrators  
and assigns to all intents and purposes as if she were a feme sole to be  
disposed of by her by any conveyance in writing or by her last will and testamen-  
tary executed to such person or persons and to and for such purposes and  
uses in such manner and for estate, as she the said Mary D Burnet not-  
withstanding her coverture shall think fit and that neither the said fu-  
ture husband his executors administrators or assigns nor any person  
claiming under him or them shall question ~~contend~~ controvert obstruct  
or hinder such disposing as she the said Mary D Burnet shall make  
of and concerning the said property so to be by her given and disposed of  
as aforesaid. And it is further expressly declared and agreed by and between  
all the parties to these presents and the true intent and meaning hereof  
is that in case the said Joseph P Pinks and Mary D Burnet shall at any  
time hereafter during the coverture, or the survival of them at any time after  
discoverture shall think fit to have the aforesaid premises so granted and re-  
leased bargain and assigned and transferred as aforesaid to them the said  
Henry A Debaupree and James M Pinks or any part thereof sold and  
disposed of or exchanged for other property real or personal or the sale monies  
invested in public or private stock or in any Bank or funds or laid out at  
interest at private security or in the purchase of any Estate real or personal  
that then the said Henry A Debaupree and James M Pinks their heirs ex-  
ecutors administrators or assigns on being thereunto requested by them  
the said Joseph P Pinks and Mary D Burnet jointly if in their joint  
life time or by the survivor if after the death of either of them in writing  
shall absolutely dispose sell convey or exchange the same as the case may  
be and from and immediately after such sale or exchange have and hold  
the monies arising and to arise from such sale and the property lease  
or personal stock certificates and other inducements of debt acquired by  
me and them of to and for the same uses intents and purposes and subject to  
the same declarations and limitations as are herein before set forth.



limited and declared of and concerning the herebefore granted, re-  
leased and assigned funds and real and personal property and to and for  
no other use intent or purpose whatsoever and the said Joseph Ford  
and Mary D Burnet for themselves their heirs executors administrators  
do hereby covenant promise and agree to and with the said Henry A De-  
chaupurd and James M Ford their executors administrators and as-  
signs that they the said Joseph Ford and Mary D Burnet shall and  
will from time to time and at all times hereafter upon the reasonable  
request and at the proper Costs & Charges in the Law of them the said  
Henry A Dechaupurd and James M Ford their executors administrators  
and assigns make do and execute or cause to be made done and executed  
all and every such further and other lawful and reasonable act and acts  
thing and things conveyances and assignments and assurances in the law  
whatsoever for the further better and more perfect granting conveying  
and assigning of all and singular the real and personal Estate herebefore  
mentioned to and for the uses purposes upon the trusts and subject to the  
agreement herebefore expressed and declared of and concerning the same  
as by the said Henry A Dechaupurd and James M Ford their executors ad-  
ministrators and assigns or his or their Counsel learned in the Law shall  
be reasonably devised advised and required In witness whereof the said  
parties to these presents have hereunto interchangeably set their hands and  
affix to their seals at Charleston on the day and in the year first  
above written -

Sealed and delivered in the presence of  
Mary M Elliott John D Edwards Mary D Burnet (29)  
Joseph Ford (29)  
James M Ford (29)  
Henry A Dechaupurd (29)

South Carolina - John D Edwards being duly sworn deposes  
that he was present and saw Mary D Burnet, Joseph Ford James  
M Ford and Henry A Dechaupurd severally sign seal and as their  
respective acts and deeds deliver the within instrument of writing to and  
for the uses purposes therein mentioned and that he together with Mary M  
Elliott signed their names as witnesses to the said execution thereof  
to and before me -

John D Edwards  
this 17 March 1819 Jacob Ford Not pub. & qd

Recorded 25 March 1819  
State of South Carolina

Know all men by these presents that Thomas  
Shaw of Charleston in the State aforesaid in consideration of a Marriage  
portion received by me upon my marriage with Elizabeth Cabot of the  
same city and State also in consideration of the said marriage and of the  
sum of ten dollars paid to me by Charles Sacotte of the city and State aforesaid

21 said, the receipt whereof I do hereby acknowledge and also for divers things  
and valuable considerations me therunto making have granted bargain sold  
Alien and Remised and by these presents do grant bargain sell alien and  
Remised unto the said Charles Lacoste all that Lot piece or parcel of land with  
the Buildings thereon situate lying and being in the City of Charleston afore-  
said at the Corner of State and Queen Streets, containing in front on Queen  
Street aforesaid forty four feet more or less and in depth twenty five feet more or less  
Butting and Bounding to the East on State Street aforesaid to West on land of  
W<sup>m</sup> Priggon to the north on Queen Street aforesaid and to the South on  
land of W<sup>m</sup> Drivell: and I the said Thomas Francis for the same con-  
siderations as aforesaid, do also assign transfer and set over unto the said Char-  
les Lacoste my certain bonds or obligation bearing date as with these pres-  
ents given and executed by me the said Thomas Francis to the said Charles  
Lacoste in the sum of Fifty thousand dollars conditioned for the  
payment of Twenty thousand dollars and interest thereon, in the mode and  
manner set forth in the condition of the said bond as will fully appear by a  
inspected Copy to have and to hold unto the said Lot of Land and the Build-  
ings thereon as aforesaid and all and singular the rights members heredita-  
ments and appurtenances thereto belonging or in any way incident or appertain-  
ing unto the rents issues and profits thereof and of every part and parcel thereof  
and also the said bond or obligation with the principal due thereon and  
the interest to become due upon it unto him the said Charles Lacoste his heirs  
executors administrators and assigns for use in trust over and to and  
for the uses trusts intents and purposes hereinafter declared that is to say  
in trust to permit the said Thomas Francis during the joint lives of himself  
and his said wife Elizabeth to receive the rents issues and profits of the said Real  
property and the interest to become due and payable upon the said bond or ob-  
ligation, to and for the sole use benefit and behoof of the said Elizabeth dur-  
ing her life, not to be subject in any way to the debts contracts or engagements of  
the said Thomas either in law or equity and upon the death of either of them  
the said Thomas and Elizabeth then to permit the survivor of them should  
there be no children or Grand Children of the said Marriage then living  
to receive the said Real property and the rents issues and profits thereof  
and the principal of the said Bond and the interest due and to grow due  
thereon freed and discharged from all trusts limitations and conditions  
whatsoever to his or her own use benefit and behoof absolutely in the case may  
be, and to his or her heirs executors and administrators for use, but there be any  
child or children grand Child or grand Children of the said Marriage living  
at the time of the death of one of them the said Thomas and Elizabeth then  
to permit the survivor of them to receive the rents issues and profits of  
the said Real property and the interest due and to grow due upon the said

have a obligation during the time of his or her life as the case may be from  
 and discharged as aforesaid from all the debts contracts or engagements  
 of the said Thomas and from and after the death of the survivor of them  
 the said Thomas and Elizabeth to have and to hold the said Lease for-  
 feiture and the rents issues and profits thereof and the said Bond or  
 obligation unto the principal due thereon, and the interest due and to  
 become due thereon unto the said Charles La Cotte his heirs executors ad-  
 ministrators or assigns, in trust to and for the use benefit and behoof  
 of the child or children of the said child or grand child of the said Tho-  
 mas and Elizabeth so living as aforesaid, conformably in every to the pro-  
 visions of the act of ~~bequeaths~~ <sup>bequeaths</sup> ~~in~~ <sup>in</sup> ~~the~~ <sup>the</sup> nineteenth day  
 of February in the year of our said one thousand seven hundred and  
 ninety one, entitled an act for the abolition of the right of primis-  
 giniture, for the giving an equal distribution of the real Estates of  
 intestates and for other purposes therein mentioned: the shares to which  
 the said child or child, grand child or grand child may be  
 entitled to as aforesaid, to be delivered to him her or them up to his  
 her or them respectively, marrying or attaining the age of twenty one  
 whichever may first happen it is further agreed by and between the par-  
 ties to these presents that the said Charles La Cotte his heirs executors  
 + administrators and assigns at and upon the joint request in writing  
 of the said Thomas and Elizabeth during their lives, and up to the  
 death of either of them, at and upon the request in writing of the survivor  
 shall sell and convey in fee simple, or lease the said real property or  
 assigns and transfer the said Bond or obligation, and the interest due and to  
 grow due thereon or shall sell and convey assigns and transfer as aforesaid  
 both the said real property, and the principal and interest due and to  
 grow due upon the said Bond or obligation either in consideration of cash  
 or on debt according to the direction of the said Thomas and Elizabeth during  
 their joint lives or according to the direction of the survivor of them to be signi-  
 fied in writing as aforesaid, and shall make and execute good and sufficient  
 titles and assigns unto them up to this express condition nevertheless that the  
 purposes of the said promises in whatever they may consist shall by the said  
 Charles La Cotte his heirs executors administrators or assigns be invested in other  
 property real or personal or otherwise as shall be directed in writing by the said  
 Thomas and Elizabeth during their joint lives or by the survivor of them as afo-  
 said the said property thus acquired and its rents issues profits and income  
 to be held by the said Charles La Cotte his heirs executors administrators  
 and assigns in trust to and for the same uses trusts intents and pur-  
 poses as have been herein already set forth and described of and con-  
 cerning the said promises and to stand other whatsoever, In witness

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23 whereof the said Thomas Frauds hath executed at his hand and seal at  
Charleston this twelfth day of February in the year of our Lord one thousand  
Eight hundred and Nineteen — Thomas Frauds (29)

Read & delivered in the presence of Jas. Aug. Prigaud - John Micket -  
The State of South Carolina I Charles Prigaud one of the Justices of the  
Peace do hereby certify unto all whom it may concern that Elizabeth the wife  
of the within named Thomas Frauds do it this appear before me, and after  
being privately and separately examined by me do it declare that she did  
freely voluntarily and without any compulsion dread or fear of any person  
or persons whomsoever renounce release and forever relinquish unto the with-  
in named Charles LaCote his heirs and assigns all <sup>her</sup> interest and estate  
also all her rights and claims of dower of jointure to all and singular the premises  
within mentioned and released given under my hand and seal this  
thirteenth day of February Anno Domini one thousand Eight hundred  
and nineteen —

By Charles Prigaud. J.W. — Elizabeth Cabot Frauds  
John Micket being duly sworn made oath that he was present & saw  
Thomas Frauds sign that and deliver the within instrument of writing  
for the uses & purposes therein mentioned & that he witnessed the same  
together with Augustus Prigaud  
Sworn to before me this 28<sup>th</sup> March 1819 J. Prigaud Esq. J. Not. pub.  
Recorded 20<sup>th</sup> March 1819

Thursday May 23<sup>rd</sup> 1805. Present. The Honorable Chancellors Rutledge,  
Marshall and James. Tho<sup>s</sup> Miles later & wife Sarah M<sup>rs</sup> Thomson  
later pro amie vs James M<sup>r</sup> Pherson Exor of Sarah Postell —

On reading the commission issued therein this case to divide the Negroes  
of the late Sarah Postell between her two children and the return  
of the commissions thereto It is ordered and decreed that the said division  
be confirmed and it is further ordered and decreed that the moiety  
of the proceeds of the lands (ordered by a former decretal order  
to be sold for a division) and the moiety of the Negroes that shall belong  
to the complainant Sarah M<sup>rs</sup> Pherson later and which complainant  
Thomas Miles later acquires in her right to be settled by new  
deed to be prepared and submitted to the Master and executor  
when then the complainant Thomas Miles later shall come  
of age and conveyed to Trustees in Trusts and to and for the joint  
use and benefit of the Survivor during his or her life and after  
death of such Survivor then to and for the equal use of the issue  
of such marriage if such issue there should be and in case the said  
Sarah M<sup>rs</sup> Pherson later shall be the survivor having issue of the  
marriage and shall afterwards die leaving issue of the said

marriage and other lawful issue of her Body then to the equal use of all and singular the lawful issue of her Body and in case the said Sarah McPherson later shall be the Survivor and die leaving no lawful issue of her Body then to and for such use intents and purposes as the said Sarah McPherson later after her so becoming Survivor shall by deed or by last will and testament limit and appoint and in case the said Thomas Miles later shall be the survivor and depart this life leaving no lawful issue of the said Marriage then the whole of the said Estate and interest to such use as the said Thomas Miles later shall see fit to limit and appoint and that the said Estate be held and deemed subject to said use intents and purposes untill the deed shall be executed in pursuance of this Decree and lastly that two thirds of the costs of all the proceedings in this case be paid by the complainants and the residue out of the assets of the Estate of the Testator in hands of the Executor Colonel James McPherson. I certify that the above is a true copy of the original Order in this case of Record in this office - B Elliott  
April 3 1919 Reg<sup>d</sup> in Eq<sup>ty</sup>

Recorded 5<sup>th</sup> April 1919

I acknowledge to have received from James McPherson Executor of the last will and testament of M<sup>rs</sup> Sarah Postell deceased and Guardian of their daughter Sarah McPherson later my present wife the following Negroes Virgin Prince Lydia Prince Scipio Smart Jimmy Bob Stewart John Billy Sarah Finah Bember Bep Abby Stephen Cassas Viller Cyrus Nancy Edith Bob Nancy Susan Peggy old Simon Rose Elit Peter London Isaac Lydia Jenney which said Negroes have for the present been amicably divided from the Estate of my wife said mother and are subject to our marriage settlement and I as hereby engage to hold the said Negroes subject in all respects thereto and should it be requisite to have a division of the Negroes of the Estate in a more formal manner or should a further division be ordered by the court of Equity I hereby promise and engage to redeliver the said Negroes to the said James McPherson later for that purpose holding them subject to his call and direction untill a final division of the Estate shall be made and I put in possession of my wife's fortune under the said settlement and subject to the trusts thereof --- Thomas McEater. 27 May 1905

Personally appeared James Jarry who being duly sworn says that he was well acquainted with the hand writing of Thomas Miles later having formerly seen him write frequently and he truly believes the signature to the foregoing instrument of writing was subscribed by the said Thomas McEater. James Jarry

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25 Sworn to before me this 5<sup>th</sup> April 1819. John Blake White 2d.   
 Recorded 5<sup>th</sup> April 1819. ✓

State of South Carolina. Know all men by these presents that I Peter Drege of the city of Charleston in the state aforesaid Merchant am held and firmly Bound unto Charlemagne Colzy of the same place Taylor in the full and just sum of six thousand dollars to be paid to the said Charlemagne Colzy his certain attorney Executors Administrators and Assigns: to which payment well and truly to be made and done, I bind myself and each and every of my heirs executors and administrators firmly by these presents Sealed with my seal and dated at Charleston the third day of February one thousand eight hundred and sixteen.

Where as a marriage is shortly about to take place with Gods permission between the said Peter Drege and Margaret Colzy a minor of the age of sixteen years and daughter of the said Charlemagne Colzy: And whereas the said Peter Drege hath agreed to do with the Charlemagne Colzy trustee of the said Margaret Colzy that upon the said Marriage being effect and immediately after the solemnization thereof the said Peter Drege shall settle and apure to the said Charlemagne Colzy trustee as aforesaid the sum of three thousand dollars out of the private estate of the said Peter Drege in the following manner subject to the several uses and trusts herein after mentioned to wit. Two negro male slaves named Lewis and James valued at fourteen hundred dollars and the remaining sum of sixteen hundred dollars cash and also the sum of four hundred dollars belonging to the said Margaret Colzy that is to say in trust to and for the said joint use benefit and behoof of the said Peter Drege and Margaret his wife during their joint lives but not to be subject to be sold for his debts or engagements and after the death of either of the said parties then to the use of the survivor during his or her life but not to be subject to his or her debts and engagements and after the death of the said survivor then to the use and behoof of such child or children as shall be lawfully born of the said Marriage their heirs executors administrators and assigns forever to be divided between them equally share and share alike but in case there should be no child or children of the said Marriage at the time of the death of the said Peter Drege and that his wife <sup>shall</sup> survive him then to the use and behoof of his said wife her heirs executors administrators and assigns for ever and in case of the death the said Margaret without issue preceding



to the said Peter Dregé then to the use and behoof of the said Peter Dregé his heirs executors administrators and assigns forever. and the said Peter Dregé doth hereby covenant and agree to and with the said Charlemagne Boldy his Executors administrators and assigns that he will whenever legally requested convey in due form of law the said negroes subject to the said uses and trust and that he will also pay to the said Charlemagne Boldy the said sum of sixteen hundred dollars to be vested in such property real and personal as may be agreed to by the said parties and subject to the said trusts and the same when or purchased shall be considered as liable thereto and that the said Charlemagne Boldy shall be at liberty to purchase with the said four hundred dollars belonging to the said Margaret Boldy, an negro male or female which when so purchased shall be subject to the said trusts and in case he should be requested by the said Margaret to sell the same and purchase in other he is at liberty so to do and to vest the proceeds of the said sale in such other property as he may think proper subject nevertheless to the same uses and trusts as before declared. and it is also agreed by and between the said parties that in case the said Peter Dregé and Margaret his wife should jointly request the said Charlemagne Boldy to sell either or both of the said negroes named Lewis and James (in writing) Charlemagne Boldy shall be authorized so to do and to execute bills of sale in due form of law: and it is also agreed that until the said sum of sixteen hundred dollars shall be demanded by the said Charlemagne Boldy from the said Peter Dregé: it shall be paid from a part of his stock in trade and in case of death or in <sup>any legal suit against the said sum of four hundred dollars advanced by the said Peter Dregé</sup> solving otherwise the said debt shall be preferred to all other claims against the said Peter Dregé to his Mother Marie Catherine Dregé by deed bearing date on the twenty ninth day of January 1816 duly executed by him and which sum by said deed is to be preferred to all other claimers conformably to said deed (accept with regard to the two negroes aforesaid name Lewis & James) and the said Peter Dregé doth hereby agree that upon the said Margaret arriving to the age of twenty one years he will execute in due form of law such form of Deed or deeds as may be deemed necessary by counsel learned for the more fully carrying in to execution these presents; Now therefore the condition of the above obligation is such that if the said Peter Dregé do and shall well and truly observe perform fulfill and keep all and singular the articles covenants and agreements before mentioned then this obligation to be void other wise to be

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27 remain in full force and virtue - Peter Drege (ss) Mary  
gerette Colzy - Char Colzy - Sealed and delivered in  
the presence of the word deemed being first interlined  
Anth. Chanet. Aug. Boujard. M<sup>r</sup> Simons. Bayennville.  
Anthony Chanet being duly sworn made oath that he was present  
saw Peter Drege Maguette Colzy and Charles Colzy  
deal & deliver the within instrument of writing for the purpose  
as purposes therein mentioned he with August Boujard M<sup>r</sup> Sim-  
ons Bayennville Witnessed the same. Sworn to before me the  
11<sup>th</sup> May 1819. Benj. Elfe J. Not. pub.

Recorded 11 May 1819

State of North Carolina

This Indenture Tripartite made the  
sixth day of September in the year of our Lord one thousand  
Eight hundred and Seventeen between Elizabeth Mary Ann  
Girardeau of the parish of Saint Bartholomew in the District  
of Colleton Mayor of the one part and Colonel John Jenkins  
of the Parish of Saint Helena in the District of Beaufort Planter of  
the second Part and Peter B Girardeau of the Parish and  
District first above Mentioned and Benjamin Jenkins of the  
Parish and District last Mentioned Planters of the Third  
Part Whereas a marriage by Gods permission is shortly about  
intended to take place to be had and solemnized between the said  
Elizabeth Mary Ann Girardeau and said Colonel John  
Jenkins And Whereas the said Elizabeth Mary Ann  
Girardeau at the time of executing these presents is law-  
fully seized in her own right as of fee simple of several  
Lands Messuages Tenements Hereditaments and other  
real Estate and is also entitled to and possessed of a consi-  
derable Personal property and Estate consisting of Ne-  
gro Slaves and other goods and Chattles Inherited of and  
derived from her Father the ~~late~~ John Fields deceased all  
of which will be better described and expressed in a list or  
Schedule to be afterwards hereunto annexed and to be  
considered as part of said Deed, And Whereas upon the  
treaty of ~~the~~ <sup>and</sup> previous to the intended Marriage aforesaid it  
hath been and is agreed by and between the said Eliza-  
beth Mary Ann Girardeau and Colonel John Jenkins  
that the real and personal Estate of the said Elizabeth Mary  
Ann Girardeau shall be by her granted released and  
assigned to and Vested in them the said Peter B Girardeau

au and Benjamin Jenkins their <sup>Heirs</sup> Executors Administrators and assigns upon the <sup>special</sup> trust and confidence and to and for the several uses intents and purposes herein after 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 five shillings to the said Peter B. Girardeau and Benjamin Jenkins in hand well and truly paid the receipt whereof is here by acknowledged and for divers other good and sufficient causes and considerations her herewith specially moving the said Elizabeth Mary Ann Girardeau by and with the knowledge and consent of the said John Jenkins her intended Husband hath granted bargained sold and released and by these presents doth grant bargain sell and release unto the said Peter B. Girardeau and Benjamin Jenkins and to their Heirs Executors administrators and assigns all all the Lands tenements Messuages and hereditaments which she has now in possession and which descended to her from her Father the said Captain John Fields which will be more particularly described in the Schedule to be hereunto annexed and also all and singular other the Lands tenements hereditaments whatsoever <sup>as aforesaid</sup> may be situated or are or shall have descended to or become vested in or which the said Elizabeth Mary Ann Girardeau may be or is in any wise interested in or entitled to by any Manner Way or Means whatsoever as if the same was herein particularly contained and described together with all and singular the Houses Ortherhouses Caisies Buildings Hereditaments rights members and appurtenances whatsoever to the said Lands or other real Estates of the said Elizabeth Mary Ann Girardeau belonging or in any wise appertaining and the Reversion and Reversions Remainders and Remainders Rents Issues and profits thereof and of every part and Parcel thereof and also all the Estate right title Interest claim and demand whatsoever of her the said Elizabeth Mary Ann Girardeau of in or to the same. And This Indenture further Witnesseth that for the consideration aforesaid and in further pursuance of the said agreement and in consideration of the further Sum of five shillings in hand well and truly paid by the said Peter B. Girardeau and Benjamin Jenkins the receipt whereof she doth hereby acknowledge and she the said Elizabeth Mary Ann Girardeau by and with the like privity and consent of the said John Jenkins her intended Husband hath granted bargained sold and by these Presents doth grant bargain sell and in



plain open Market deliver unto the said Peter B Girardeau and Benjamin Jenkins all the Negro slaves with the future issue and Increase of the Females which the said Elizabeth Mary Ann Girardeau has now in possession and Inherited from her Father the said John Fields deceased more particularly ~~named~~ <sup>mentioned</sup> in the schedule to be hereunto annexed and likewise all other Negro slaves with the future Issue and Increase of the Females which may descend or come to her the said Elizabeth Mary Ann Girardeau by way of descent or other wise To Have and to hold the said Lands Tenements Hereditaments and real Estate to which the said Elizabeth Mary Ann Girardeau may be in any wise Interested or entitled unto and also the said negroes and other slaves with the future Issue and increase of the said Females and all and singular the goods chattles and other effects mentioned and contained in the list or schedule to be hereunto annexed which she doth hereby Assign transfer and set over unto them the said Peter B Girardeau and Benjamin Jenkins and all and singular other the premises herein before mentioned or intended to be hereby mentioned granted released and conveyed as aforesaid unto them the said Peter B Girardeau and Benjamin Jenkins 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 said several uses and trusts herein and hereby intended to be made and limited express and declared of and concerning the said real and personal estate of the said Elizabeth Mary Ann Girardeau each and every of the parties to this Indenture hath agreed that the same shall be limited settled and assigned in manner and form following That is to say On Trust to and for the said Elizabeth Mary Ann Girardeau her Heirs Executors Administrators and Assigns untill the solemnization of the said intended Marriage and from and after the solemnization thereof then in Trust that the said Peter B Girardeau and Benjamin Jenkins their Executors and administrators do and shall permit and suffer the said Elizabeth Mary Ann Girardeau to have use work and employ the said Negro slaves and the future increase of the Females and to receive and take the Profits and earnings of them and every of them to her own proper use and benefit notwithstanding her coverture and

x. n. and put thereof an 1/2 of said land and other  
 gift & appurtenances.

likewise to have we clear plant cultivate or otherwise make use of  
 the Land Tenements and Hereditaments aforesaid and also to  
 have use and enjoy the other goods and chattles aforesaid and to give  
 receipts and to give receipts and transact all other business relation to the  
 same either in writing or otherwise from time to time notwithstanding  
 her coverture to the intent that the same may not be liable to the control  
 debts or engagements of the said Colonel John Jenkins her inten-  
 ded husband but only at her sole and separate disposal And upon  
 this further interest and confidence that the said Peter B Girardeau  
 and Benjamin Jenkins their Heirs Executors administrators and  
 assigns shall and do transfer and dispose of all and every of the said  
 Lands and tenements and other real estate negro slaves and other  
 personal property aforesaid and every or any part thereof unto such  
 person or persons and to and for such uses purposes Estates and  
 Interests and in such parts and portions manner and form with or  
 without power of revocation as the said Elizabeth Mary Ann Girar-  
 deau from time to time notwithstanding her coverture and  
 whether she be sole or married by any writing or writings under  
 her hand and seal attested by two or more credible witnesses  
 to take effect during her life or in nature of or purporting to  
 be her last will and Testament direct limit give or appoint  
 the same then in Trust to be for and remain to and for her  
 sole and separate use and behoof and to her Heirs and  
 assigns for ever And the said Colonel John Jenkins  
 for himself his Heirs Executors and Administrators doth by their  
 Presents covenant promise and agree to and the said Peter  
 B Girardeau and Benjamin Jenkins their Heirs Ex-  
 cutors Administrators and assigns that it shall and  
 may be lawfull to and for and that he will permit  
 the said Elizabeth Mary Ann Girardeau to make such  
 effect during her life or in nature of or purporting to  
 be her last will and Testament as may be necessary for the  
 better <sup>completion</sup> completion and fulfilling all or any other Trusts  
 herein before mentioned and expressed And Moreover  
 that he the said Colonel Jenkins his Heirs Executors and  
 administrators shall and will from time to time and at  
 all times hereafter upon the reasonable request of the said  
 Peter B Girardeau and Benjamin Jenkins their Heirs  
 Executors or administrators make do and Execute or  
 her and other lawfull and reasonable Acts Deeds and

(25) John Jenkins (25) Benjamin Jenkins (25)

Sworn to before me this tenth day of Feb<sup>y</sup> 1919 John Tripp S.C.  
Recorded May 20<sup>th</sup> 1919  
State of South Carolina.

Recorded May  
State of South Carolina.

This Indenture Tripartite made and Executed the twenty first day of December in the year of our Lord one thousand eight hundred and eighteen Between Sarah Ann Legare Daughter of William Elfe Factor & Commission Merchant of the City of Charleston in the State aforesaid of the second Part and Robert Trimrose and Maurice Simons Trustees for the said Sarah Ann Legare <sup>of the first part</sup> at this time Justly entitled to and possessed of certain Negroes (more particularly expressed and specified in a Schedule hereunto annexed) and is also entitled to other Estate real and personal which may hereafter come into possession. And Whereas a marriage is intended with the permission of God to be shortly had and solemnized between the said William Elfe and Sarah Ann Legare. Now Therefore This Indenture witnesseth that in consideration of the said marriage to be had and Solemnized and for the settling and securing all and every part of the aforesaid Estate and property to which the said Sarah Ann Legare now



now is or hereafter may in any manner become entitled unto to the several uses intents & purposes herein after declared expressed limited or appointed of and concerning the same and in consideration of the sum of One dollar to the said Sarah Ann Legare in hand paid by the said Robert Primrose and Maurice Simons at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said Sarah Ann Legare hath granted bargained sold released and confirmed and by these Presents do grant bargain sell release and confirm unto the said Robert Primrose and Maurice Simons 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 Sarah Ann Legare now is or hereafter may become entitled unto as aforesaid, and also all the Estate right title interest use possession benefit trust claim and demand whatsoever of her the said Sarah Ann Legare of, in, to or out of all and singular the real Estate intended to be hereby granted bargained sold or released or any part of parcel thereof in any wise howsoever.

To Have and to Hold, the same unto the said Robert Primrose and Maurice Simons their heirs and assigns to and for the several uses intents and purposes herein after expressed limited and appointed of and concerning the same, and for the consideration aforesaid, the said Sarah Ann Legare hath granted transferred, delivered and by these Presents do grant transfer and deliver unto the said <sup>Robert Primrose and Maurice Simons</sup> Maurice Simons and to their <sup>heirs and assigns</sup> administration ~~and~~ assigns all and singular the personal property, as if the same were herein particularly described and set forth to which the said Sarah Ann Legare now is or hereafter may become entitled, to as aforesaid. To Have and to Hold the same unto the said Robert Primrose and Maurice Simons their execution Administrators or assigns to and for the several uses intents and purposes herein after expressed limited or appointed of and concerning the same, That so to say well real and personal to the use and behoof of the said Sarah Ann Legare her heirs and assigns untill 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 Sarah Ann Legare and William Elfe for and during the term of their joint mutual lives but to be no wise subject to, or be liable for the payment of the present or future debts or engagements of the said William Elfe then to and for the use and behoof of the survivor of them his or her heirs Executors Administrators and assigns for ever free and clear and absolutely discharged of and from all further and any other trust use condition limitation or restriction whatever, and the said William Elfe doth hereby by himself his Executors and administrators and assigns covenant promise grant and agree to and with the said Robert Primrose and Maurice Simons their heirs Executors and assigns that he the said William Elfe shall and will from time to time and at all times hereafter upon the reasonable request of the said Robert Primrose and Maurice Simons 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 advices and assurances in the law for the further better and more absolutely assuring and sure making of the aforesaid premises to the uses intents and purposes herein particularly mentioned as by the said Robert Primrose and Maurice Simons their heirs or assigns or their counsel learned in the Law shall be devised, advised and required and it is the express agreement and understanding of all the parties to these presents that at the parties request and with the consent of the said Sarah Ann Legare and William Elfe in writing signed by both or the survivor of them it shall and may be lawful to and for the said Robert Primrose and Maurice Simons to sell and convey away all and any part of the premises real and personal provided nevertheless that the proceeds thereof be vested in other Estate and property by the said Robert Primrose and Maurice Simons or the survivor of them their Executors administrators or assigns and subject to the Trust herein before expressed and to and for the several uses intentions and purposes. In Witness Whereof the parties to these presents have hereunto set their hands and affixed their Seals the day and year first above written.

Sarah Ann Legare (S) William Elfe (S) Robert Primrose

(A) Married Simon (A). Witness Thomas H. Edwards -  
Isaac Elfe.

Schedule referred to in the annexed deed. Juliet Sandry and  
Jennet Johnson.

Thomas H. Edwards being duly sworn made oath that he was pre-  
sent and saw Sam Sarah Ann Legare William Elfe Rob<sup>t</sup> Prim-  
rose and Manrice Simons sign Seal and deliver the within in-  
strument of writing for the uses and purposes therein mentioned  
that he with Isaac Elfe Witnessed the same.

Sworn to before me this 24<sup>th</sup> May 1919 Benj. Elfe Not. pub.

Recorded 29<sup>th</sup> May 1919

South Carolina. This Indenture Quadripartite made the sixth  
day of May in the year of our lord one thousand eight hundred and  
nineteen between Joseph P. La Bruce of the first part, and Cath-  
arine Ward daughter of Joshua Ward, of the second part, the  
said Joshua Ward, of the third part, and Benj<sup>r</sup>. Huger and  
Joshua Ward of the fourth part all of the district of George-  
town and State aforesaid. Whereas a marriage is intended  
shortly hereafter to be solemnized between the said Joseph P. La Bruce &  
Catharine (f. Ward), and whereas it is the intention of the said Joshua  
Ward, to give, grant, release to the said Joseph P. La Bruce in con-  
sideration & contemplation of the said approaching marriage certain real  
& personal property and the particularly described, as a marriage portion  
for the said Catharine so as aforesaid about to be married. And whereas  
it has been agreed by and between the said parties to these presents, that in con-  
sideration of the said intended marriage & of the said marriage portion, a settle-  
ment shall be made of such kind & by such means as herein below ex-  
pressed. Now this Indenture Witnesseth that in pursuance of the intention afo-  
resaid, and in consideration of the said intended marriage  
of his said daughter, the said Joshua Ward, hath given, granted,  
released, released, & hereby doth give, grant, transfer & release  
unto Benjamin Huger & Joshua Ward Just: all the coffee tract  
& land purchased by the said Joshua Ward of Geo. Chalmers, sit-  
uate on the West side of Nassau and in the 24<sup>th</sup> of George Town  
and State aforesaid, together with all and singular the rights, mem-  
bers & appurtenances to the same in any wise in deed or appurte-  
nances also the three following slaves Susannah Juliet  
and Abigail with their future issue and increase also one half  
share in the United States Bank (dividing off) and all the  
right claim and advantage of the said Joshua Ward of in  
or to the same unto the said Benj<sup>r</sup>. Huger and Joshua



Ward & their heirs and assigns forever Never the less in Trust  
 for the uses and purposes following, viz, in Trust ~~to and~~ for the said  
 Joshua Ward untill the solemnization of the aforesaid inten-  
 ded marriage and from and immediately after for the use of  
 the said Joseph P. La. Bruce his heirs and assigns forever free  
 and discharged from every limitation what soever and he the  
 said Joshua Ward doth hereby covenant to do all such pur-  
 -ther act or acts and to execute all such deed or deeds as may  
 hereafter be reasonably required by any person or persons inter-  
 -ted therein for the better and more perfect giving granting  
 and releasing of the premises or any part thereof agreeable to  
 the true meaning and intent of these presents. And this In-  
 diture further Witnesseth that in performance of the agreement  
 to make a settlement already alluded to and in considera-  
 -n as well of the marriage as of the aforesaid about to be had and  
 solemnized as of the marriage portion received or to be received  
 he the aforesaid Joseph P. La. Bruce hath given granted and  
 confirmed and by these presents Doth give grant and confir-  
 m unto the above mentioned Benj<sup>n</sup> Hugger and Joshua  
 Ward & the full and just sum of Fifteen thousand Dollars  
 To have and to hold unto said Benj<sup>n</sup> Hugger and Joshua  
 Ward & their Executors and administrators Nevertheless in  
 Trust and to and for the several uses and purposes herein after  
 expreed of and concerning the same, that is to say in Trust  
 to and for the said Joseph P. La. Bruce untill the solemnization  
 of the said Intended marriage and from and after the same is  
 solemnized then in the trust and confidence that the said trust-  
 ee his executors and administrators shall permit and suffer the  
 said Joseph P. La. Bruce and his intended wife now Cath-  
 -erine Ward to take remain and enjoy the unadventaged of the  
 said adsum and of the profits produce and interest thereof during  
 their joint lives without any hindrance or interruption whatever  
 on the part of the said trustee or of his Executors or administra-  
 -ors and freed and discharged from all manner of liability on  
 account of any debts due and owing or to become due and  
 owing by the said Joseph P. La. Bruce, and when either the  
 said Joseph P. La. Bruce or Catherine Ward as the case  
 may happen shall die and if there shall be at the pap-  
 -peking of that contingency any child or children of the  
 marriage living or to be born then in Trust for the use ad-  
 -vantage & enjoyment of the said survivor during the

term of his or her natural life, and from and immediately after the  
 decease of such survivor in trust for which child or children of  
 the said marriage shall be then alive or to be born his her or their  
 Executors Administrators and assigns forever... But if at the  
 time of the decease of the said Joseph P. La. Bruce or the said la-  
 thimer & his intended wife, as the one or the other may happen  
 first to pass there is no child or children of the marriage living  
 or to be born in that contingency occurrence of that event  
 the trust and confidence herein reposed in the said trustees and  
 their Executors and Administrators shall cease and terminate and  
 the said sum of money shall become absolute property of the sur-  
 vivor, to his <sup>own</sup> proper use and behoof forever. And this indenture fur-  
 ther witnesseth that for the more effectually securing the foregoing  
 settlement of fifteen thousand dollars in manner aforesaid and in  
 & for the considerations there expressed he the said Joseph P. La. Bruce  
 & Nath granted bargained sold and released and by these Presents  
 doth grant bargain and release unto the aforesaid Benj<sup>m</sup> Huger  
 & Joshua Ward & all that tract of land known by the name of  
 Oak Hill situate on on Waccamaw neck and on the blund  
 in Waccamaw river butting and bounding as by a plat made  
 by John Hardwick and now of record in the office of the register  
 & Commission of the Equity district of Georgetown to the North  
 ward on lands of Miss Ann M. La. Bruce and of the several  
 Estates of Doctor Mackery and Thomas Butler deceased to the  
 eastward on William Axtons lands & the Atlantic ocean to the  
 Southward on lands of the said William Axtton and of Ben-  
 jamin Shyn, & to the westward partly on Waccamaw river & partly  
 on lands of J<sup>r</sup> Pringle and the Estate of Doctor Mackery.—  
 To get her with all and singular the rights members and heredi-  
 taments to the same belonging or in any wise incident or apper-  
 taining, — To Have & to Hold unto the said Benj<sup>m</sup> Huger  
 and Joshua Ward & their heirs & And assigns for ever, —  
 Never the less subject to the same trust and uses conditions  
 and limitation as have already been declared of and concern-  
 ing the above mentioned sum of fifteen thousand dollars  
 And further more provided always never the less that if the  
 said Joseph P. La. Bruce and his heirs Executors and admini-  
 strators ~~shall comply~~ with, perform and fulfill all and  
 singular the provisions & requisites of and concerning the sum  
 of fifteen thousand Dollars as above set forth without  
 any default or deduction whatsoever, then, and in that  
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case, this conveyance of the plantation called Oak Hill shall be null & void. — Lastly it is hereby declared to the agreement intention and understanding of the parties to these presents that in case the said Joseph P. La. Bruce shall at any time hereafter be desirous of disincumbering and discharging the aforesaid of and from the lien created by this indenture it shall and may be lawful for the said Joseph P. La. Bruce by any writing under his hand and seal executed in the presence of two or more credible witnesses and by and with the consent of the said Catherine J. his present intended wife (such approbation being also expressed under hand & seal and attested as aforesaid) to revoke so much of these presents as relate to the same Oak Hill Plantation provided always that he substitutes therefor at the time of such revocation other property good and sufficient for the complete and unquestionable security of the said settlement of fifteen thousand Dollars which property so substituted shall be rendered subject to the same uses and trusts and settled for the same intents and purposes as have above been expressed on the subject of the said Oak Hill plantation.

In Witness whereof the parties to these presents have hereunto set their hands and seals on the day and in the year first before written — Catherine J. Ward (ds) Joseph P. La. Bruce (ds) W. Ward (ds) Benj<sup>n</sup> Huger (ds) Ward (ds) Signed sealed & delivered in the presence of John D. McGill, Robt. Withers, John & Pyatt, John Ward Mathews (George Town District) Personally appeared before me (South Carolina) Robert Withers being duly sworn made oath that he was present & saw the parties to this instrument of writing sign seal and deliver the same for the uses and purposes therein mentioned

Robt. Withers

Sworn to before me this first of June 1819 Isaac Barr 2d  
— & A. P. —  
Recorded 3 June 1819.



This instrument purporteth to make the  
 any of in the year of our Lord One thousand Eight hundred and  
 nineteen, between John Harleston of the City of Charleston in the State of  
 said Egges for the one part, Elizabeth Cades daughter of Thomas Cades late  
 of the State of said Egges and of the one part, and James Cades of the said  
 City, and there a Justice, witnesses to support the trusts herein after declar-  
 ed of the Third part. Whereas with full permission a marriage is shewing  
 to have been solemnized between the said John Harleston and Elizabeth  
 Cades, and the said Elizabeth Cades being seized and possessed of a  
 certain interest to a considerable real and personal estate, deriving from  
 her late Father & Grand Mother, and herein after described, the said  
 John Harleston & Elizabeth Cades, with the consent and approbation of  
 her mother Rebecca Cades before by her signature to these presents, have  
 agreed in consideration of the said intended marriage to sell and se-  
 cure the said Estate to the Trusts herein after declared.

Now This Indenture sheweth that in consideration of the said intended  
 marriage, and of one dollar to her paid by the said James Cades Trustee  
 as above, the said Elizabeth Cades by and with the Privy consent  
 of the said John Harleston, her intended Husband, before by his being party to  
 and joining in the Execution of these presents, by and with the approbation  
 of her Mother before by her signature to these presents, both bargained, sold  
 assigned, transferred and let over, and by these presents, with bargain  
 sold, assigned, transferred and let over unto the said James Cades, all and  
 singular the following Acres, that is to say, One, a Carpenter, Lily, Belinda  
 Charlotte, Sarah, Lydia and Egges - Peggy, both, Dublin, and Shards,  
 Prine, Phillis and Maria Mary, Molly, and John, Prine, Billy,  
 a prime Copper Liner, Will, Ann, Mary, Betty, John and  
 Kate, Betty, Popsy, Hannah, and Rity, Paul, Mary, Jane, and  
 William, Prine, Rachel, Maria, City, Liza, Ben, ~~James~~  
 shown, Satara and John, Birch & Tony, deriving from the Father  
 of the said Elizabeth Cades, and the said Estate left to her by her grand  
 Mother, and a Beck, Minda, Jeanette, Cora, Beck, ~~and~~ <sup>East</sup> ~~Long~~  
 Isaac, Cilla Gynn, Polly also deriving from her Grand Mother  
 together with the full value and interest of each of the said slaves  
 or are hereby. Also nineteen slaves in the Dock in the City

Charleston in the State of said, designated the said Black males by  
 a certificate under the signature of the said John Parrot of the said State Black  
 numbered this 11th date the Eighth day of July in the year of our  
 Lord One thousand eight hundred and nineteen, and purporting that the  
 said slaves are held by John Cades, Prisoner in that for the said

Elizabeth Cady. To have and to hold, all and singular the  
 said Slaves, Shares, and money, to the said James Cady, his Ex-  
 ecutors and Admrs. to pay, and upon the Trust herein after declared of and  
 concerning the same. And the Indenture further testifies that in consideration  
 of the said intended marriage, and of one dollar to be paid by the  
 said James Cady, the said Elizabeth Cady, by and with the joint  
 and consent of her affianced intended husband, and with the assent  
 and protection of her affianced mother, testifies of affianced both parties  
 bargained, sold, and released, and by these presents doth grant bargain  
 sell release, unto the said Jas. Cady, all that plantation or tract  
 of land, situate, in Saint <sup>Thomas</sup> ~~Philip~~ Parish in the State of Virginia,  
 containing about ~~four~~ <sup>three</sup> acres, bounded on one side by  
 land of Thomas Cady, Senr, and another by Land of Santa Philip  
 C. Puleau, and on a third side by Santa River, together with  
 all and singular the rights, moieties, Hereditaments, and appur-  
 tenances to the said premises, belonging or in any wise incident  
 or appertaining, To have & to hold, all and singular the premises  
 before mentioned unto the said Jas. Cady his assigns forever, to the  
 use of the said Jas. Cady, his heirs and assigns forever, In trust-  
 monthly, to pay, and upon the Trust herein after declared, of and  
 concerning the same, that is to say, or trusting and concerning the  
 Slaves, Shares, money, and land of Virginia, In trust for the said  
 Elizabeth Cady, until the solemnization of the marriage between  
 her, and the said John Harlinton, and from and after the  
 solemnization of the said marriage In trust for the joint use  
 of the said John Harlinton & Elizabeth Cady during their joint  
 lives, and from & after the decease of either of them in last for the  
 use of the Survivor, a during his or her life, & from & after the decease  
 of the said Survivor, then in Case the said John Harlinton should  
 have been the Survivor In trust for such Child or Children, of the  
 said John Harlinton & Elizabeth Cady, as shall be living at  
 the time of his death, and also the issue of any deceased Child  
 or children of the said John and Elizabeth who may be living at  
 that time, and his or her or them, sundry heirs, Ex- adm. and assigns  
 forever, the said issue of such deceased Child or children representing  
 his or her a their parent, or their parents respectively, or the Case may  
 be, and taking the Share, or Shares respectively, which his or her, or  
 their deceased parent, or parents respectively, would if living, have  
 been entitled to, and in Case the said Elizabeth Cady should  
 have survived the said John Harlinton, then in Trust for all and  
 singular such Child, and Children of the said Elizabeth

90 Lady, & shall be <sup>living</sup> at the time of her death, and the issue of  
any deceased Child or Children of the said Elizabeth who one of her  
<sup>being</sup> issue at Test here, his, her, and their several Heirs, Executors admors.  
and assigns for ever, the Child or children, of such deceased  
Child or children of the said Elizabeth, representing his, her, or their  
parents, or her parents, respectively, and taking the share, or shares, respecting  
of the same may, for which such deceased parents or parents respectively  
would have been entitled to if living at Test here. But if there should  
be no child or children of the marriage of the said John Harleston and Elizabeth  
Baker, or if there be children, and such children should all die, and  
have no child or children living at the time of the death of the longest-  
liver of the said John Harleston & Elizabeth Baker, then in trust, as to  
all and singular as the premises aforesaid, unto the said John Harleston  
or the said Elizabeth Baker, or he or she should happen to be the  
Survivor, his or her Heirs, Exors. admors. & assigns, forever from  
first to last, PROVIDED always, nevertheless, That if at any time  
hereafter the said John Harleston, and Elizabeth his intended wife  
should be disposed to sell or Exchange the property, real and personal  
now by them so, or any part thereof, and it should appear to the  
Trustees aforesaid, advantageous to do so, it shall be lawful for the said  
Trustees to transfer or convey the said Premises, at the request in  
writing of the said John and Elizabeth or the survivor of them, to any  
person or persons who once become the purchaser or purchasers thereof, or  
other more, bargain or Contract further down taking care always to receive  
the proceeds in such sale or equivalent in such Exchange to the very  
and true of this Marriage Settlement, and this present Sale  
and Transfer at the request in writing of the said John & Elizabeth  
or the Survivor of them, shall extend to any species of property now  
then held by them, <sup>that shall at any time hereafter be subjected</sup> to the trusts of this Settlement, and the express  
Convention that the proceeds, price, or Equivalent of the property, transferred  
in disposition shall always be secured to the trusts of this Settlement.  
And the said John Harleston, for himself his heirs, Exors. and admors.  
forever, promises and agrees with the said Jos. Gledhill Trustee &  
affirms his Heirs Exors. admors. and whomsoever else on any  
day legally succeed him or be substituted as Trustees under these presents.  
That he will at all times hereafter, make, execute, and obtain, and after the  
arriving <sup>at a P</sup> of the said Elizabeth will join her, in making,  
executing, and obtaining to the said James Baker, his Heirs, Exors. admors.  
as aforesaid. All such deeds, Conveyances and assurances  
as may be deemed, advised, required by Counsel learned in the laws  
for the purpose of carrying into effect, and perfecting the trusts herein before declared



advised in respect of the property the last time in the year 1818  
in respect of all and singular the Estate herein before mentioned  
as described according to the true intent & meaning of the Mar-  
riage Contract, and notwithstanding any defect in the legal  
expression of last meaning and intent.

On the 11th of March the said parties  
to their present indenture interchangedly set their hands and  
seals on the day of the year 1819 before  
John Harley, Esq., Elizabeth Cade, James Cade, Rebecca  
Cade, Esq. -

Signa Seals, and delivered in the presence of  
Robert Little  
Jas. Matthews.

The money not being intended to be included in  
this indenture, all that which, my children and mine to the Execution  
of the indenture. Paul in his No 2. was in charge for Tom, in the  
No 3. by the contract consists of both my sister and myself J. S. Ends

Personally come for Matthews & his wife  
made with John Harley, Esq., Elizabeth Cade, James Cade, Rebecca  
Cade, Esq., and I declare the foregoing marriage settlement  
of their estate & declare that he with Robert Little interpose the same -  
Given this 4<sup>th</sup> June 1819 -

By Eliza Jas. Ad. Pub.

Recd this 4<sup>th</sup> June 1819 -

This Indenture Tripartite made the twenty seventh day of May  
1819 between, One Thomas, eight hundred and nine ten, between I give  
Parties of the Dist. of George town and State of Virginia of the first part  
Benjamin F. Pearson of the same Dist. and State of the second part  
and of David McDowell and Robert A. Lloyd also of the same District & State of the third part  
Whereas a marriage is intended shortly to be had and solemnized  
between the said Agnes Kirkpatrick & the said Benjamin F. Pearson.  
And whereas the said Agnes Kirkpatrick is now lawfully, and  
rightfully possessed in her own right of eight or more and other  
Slaves, named as follows, Ann, Polly, Mary, a child, Isaac, Hercules, Molly,  
Simon, Nancy, Venie, Betsey, Phoebe, Minter, Isaac, Caesar, Fanny, Betty,  
Ann, & Susannah. - And whereas in prospect and consideration of the said  
intended marriage it has been agreed by and between the said Agnes Kirkpatrick  
and the said Benjamin F. Pearson that the two said Agnes Kirkpatrick  
shall bargain, sell, transfer and make over the foregoing English Slaves, with  
the furniture in house and outhouse of the female, unto the said Benjamin F. Pearson

and Robert A. Taylor and the survivor of them, his Ex. Adm. and assigns  
 In trust, nevertheless, and to and for the bond and execution any, entirely  
 and forever herein declared of and concerning the same. Now this Indenture  
 witnesseth that in pursuance of the said agreement and in consideration of the  
 said contemplated marriage, and also in consideration of the sum of five  
 dollars, by the said Davidson M. Donnell and Robert A. Taylor to the said  
 Agnes Kirkpatrick in said price at and before the execution of these pre-  
 sents, the said indenture is hereby fully acknowledged, and for divers other  
 causes, and considerations hereunto especially moving, the said Agnes  
 Kirkpatrick (by and with the privity and consent of the said Benjamin F. Taylor  
 testifies by his being a party to and signing, making, and delivering these  
 presents) hath granted, bargained, sold, and transferred, and by these presents  
 doth grant bargain, sell and transfer, unto the said Davidson M. Donnell  
 and Robert A. Taylor, and the survivor of them, and the Ex. Adm. &  
 assigns of both survivor all and singular the slaves of names (viz. Nora  
 Ann, Rosa, Mary, (achio) June, Hercules, Molly, Jimmy, Nancy,  
 Venus, Nelson, Phoebe, Minter, Sam, Caesar, Fanny, Matty, Sam & Susan) be-  
 lying together in number here, together with the future issue and  
 increase of the family unto the said Davidson M. Donnell and Robert  
 A. Taylor and the survivor of them, and the Ex. Adm. & assigns of both survivor  
 To have & to hold all & singular the said slaves & the issue & increase of the  
 family unto the said Davidson M. Donnell & Robert A. Taylor and the  
 survivor of them, his Ex. Adm. & assigns forever In trust nevertheless to and  
 for the use and benefit & behoof of the said Agnes Kirkpatrick her  
 Ex. Adm. until the said intended marriage shall be solemnized & then  
 effect, and from and immediately thereafter to trust for the use and  
 benefit of the said Agnes Kirkpatrick notwithstanding her coverture, so that  
 the same shall not be in any wise subject to the debts, engagements, alienations  
 a contract of her said intended husband. And in case the said Agnes  
 Kirkpatrick shall survive her said intended husband, then upon the  
 happening of that contingency in trust for the said Agnes Kirkpatrick & her  
 heirs, and in the confidence that the said Davidson M. Donnell and  
 Robert A. Taylor and the survivor of them and his Ex. Adm. & assigns  
 shall well & lawfully keep and deliver the same to her and her  
 heirs forever, free and discharged from all manner of limitation or  
 appointment whatsoever. Not in Consideration Benjamin F. Taylor should  
 survive his said intended wife, and in case that the said Agnes  
 Kirkpatrick should have issue living at the time of her death, then and of  
 on that contingency, the said issue by reference in the said Davidson  
 M. Donnell and Robert A. Taylor shall come and determine, &  
 the said slaves above named, together with the issue & increase of the

female, shall become the absolute property of the said issue as living, to have her, or them as the case may be, as his or her under their Ex<sup>ts</sup> and Ad<sup>rs</sup> power or tenure in Common. But it is known, that if the female be a child, a child of the marriage then alive, and also issue lawful of a child or of children of the marriage, such representation, as representative of a deceased child, as children. She only take the share, which his, or her, or their parent would have taken had he or she happened to have survived to the death of the said Agnes Kirkpatrick.

Should it become known that the said Benjamin F. Frame survives the said Agnes, his entire wife, and it does not occur that there is at the time of her death any issue of the marriage then living, then upon the happening of those contingencies the said Davidsons, W. Donahoe & Robt. A. Taylor, and the survivors of them, and the Executors and Ad<sup>rs</sup> of such survivors shall receive, receive and possess of the said share, with the issue of the female, for the proper use and behoof of the said Benjamin F. Frame his heirs and assigns forever.

In Testimony whereof the parties aforesaid have hereunto set their hands and seals, on the day and year first mentioned.

Signed sealed & delivered

in the presence of

Charlotte Ann Alston  
Mary Pyott Alston

Agnes Kirkpatrick & L.

Ben. F. Frame L. J.

Davidson & Donahoe L. J.

Robt. A. Taylor L. J.

South Carolina } Personally appeared W<sup>o</sup> Charlotte A. Alston  
George Town Dist. } and made oath that she was present and saw the  
within named Agnes Kirkpatrick, Ben. F. Frame, together with Davidsons  
W. Donahoe & Robt. A. Taylor, seal & deliver the within my testament of  
writing for the use and behoof of the said Benjamin F. Frame & that he intended  
the same with Mary P. Alston.

Given to before me this 12<sup>th</sup> June 1819

Joacab Carr Clerk & Not. Pub. - Charlotte Ann Alston.

Recorded 24<sup>th</sup> June 1819. —



This Indenture *Stripartite*, made the seventh day of July in the year of our Lord one thousand eight hundred and nineteenth, and in the forty fourth year of the sovereignty & independence of the United States of America, between John Lockhart of Charleston in the State of South Carolina of the first part, Eliza Betty of Charleston in the State of South Carolina of the second part, and Peter Attomson (Trustee of the Third part).

Whereas a marriage is by God's promise <sup>expressly intended</sup> shortly to be solemnized between the said John Lockhart and the said Eliza Betty. And whereas the said Eliza Betty in her own right, possessed of and entitled to a certain negro girl slave named Nancy. And whereas it is hereby agreed by and between the said John Lockhart and Eliza Betty that all the Estate property, and in trust, which the said Eliza Betty now has, was has, in said negro slave Nancy, and which she may have at the time of the intended marriage, which has been herein before particularly expressed, shall be conveyed, assigned, transferred, and secured, to for and upon the several uses & trusts, intents and purposes, herein after expressed of and concerning the said respectively.

Now This Indenture witnesseth that in pursuance of the said agreement, and in consideration of the said intended marriage and of one dollar to the said Eliza Betty, by the said Peter Attomson (Trustee, with & truly paid), She the said Eliza Betty, by and with the consent, jointly and jointly and assent of the said John Lockhart her former intended husband, to be by his being a party to and executing the same both granted, bargained, sold, aliened, conveyed, assigned, transferred, and put over & by then present, with grant, bargain, sell, alien, convey, assign, transfer put over unto the said Peter Attomson, all the right of property which he might by the said intended marriage acquire in and to the said negro girl slave named Nancy, together with her future issue and increase, to have & to hold the said negro girl slave named Nancy, together with her future issue and increase with her granted, conveyed, assigned, and transferred, a trust, mentioned and intended as to be unto the said Peter Attomson and his heirs, his heirs, Ex. adm. and assigns, to for and upon the several uses, trusts, intents, and purposes, following, that is to say. As to the said negro girl slave herein before named together with her future issue and increase to the said Eliza Betty, and from and immediately after the dying and passing of then parents, to the use and separate use of the said Eliza Betty, and from and immediately after the dying of her and during her natural life without being subject to the estate, a subject to the

debt of her said intended husband, <sup>John</sup> Lockhart. Now from and in one  
 discharge after ~~the~~ death, to the use of such person or persons, or the any by  
 will appoint to be her heir or heirs. But in case <sup>the</sup> said Eliza  
 Matley shall die intestate, then the said said negro girl shall have money forth  
 with her future issue and increase to be divided among such of  
 her blood, as the law in case of intestacy appoint to be her heir or  
 heirs. —

Moreover always, notwithstanding that the said Eliza Matley  
 shall think proper at any time, during her life, either married or sole, to sell  
 or dispose of the said negro girl slave Mary, her issue before named, or of the  
 future issue and increase of the said said negro girl slave Mary  
 her issue before named, and her issue and her issue, either married or  
 single, married, or intended to be or to change or alter the said  
 property in any manner whatever it shall be lawful for her to do  
 so, by and with the consent of her said Eliza Matley, Peter Matman and his  
 survivors, by deed, under the hand and seal of the said Eliza  
 Matley, and Peter Matman or Trustee, and by them mutually, and  
 chief execution, when & as often as they shall think it expedient, or see  
 fit, without the interposition, consent, or approbation, of her said intended  
 husband, the said said John Lockhart her issue before named. And  
 the proceeds or proceeds, of the said property, as to be sold, transferred  
 disposed of, shall be paid and received, in the same way and  
 manner, and upon the same day, and time, as such property  
 is by this deed sold and received. And the said said John Lockhart  
 for himself, his heirs, Ex. & Adm. doth hereby covenant, promise, grant  
 and agree to and with the said Peter Matman Trustee or executors  
 and his survivors, his heirs, Ex. & Adm. and assigns, that he the  
 said John Lockhart his heirs, Ex. & Adm. shall and will from time  
 to time, and at all times hereafter, upon the reasonable request,  
 and at the cost and charges of the said Peter Matman Trustee  
 or executors, or his survivors, his heirs, Ex. & Adm. or assigns, make, do  
 and execute, a cause, and process to be done and executed, old  
 and <sup>any</sup> such further and other lawful and reasonable acts &  
 suits, things and things, settlements, conveyances, assignments  
 and assurances, in the land whatever, or otherwise for the confirming  
 and strengthening thereof, or for the further and better con-  
 firming and opening, all and singular the premises aforesaid  
 unto the said Peter Matman Trustee or executors, and his survivors, his  
 heirs, Ex. & Adm. and assigns, and for carrying into full effect, the  
 true intent & meaning of the premises, or by them or any of them, or their  
 or any of their Councils, lawyers in the law shall in that behalf

be lawfully devised, advised, and assigned. -

The Witness Whereof The said parties to these presents have with interchangeably set their hands and seals, the day and year first before written. Signed sealed and delivered in the presence of Henry Baymond

Thomas, Esq. Gast

Thomas John being first intimated, and first to testify with him first named

Thomas, Esq. Gast being

duely sworn South that he and John

Lockart & Eliza Lockart, wife, do,

& deliver the within instrument of writing for the uses and purposes therein made =

and that he with Henry Baymond witness

The second. Given this 8 July, 1819 - before me

Benj. Elph. Junr. Not Pub. -

Witness 8 July 1819 -

John & Lockart L. I.

Eliza & Kelly L. I.

Peter Attorney L. I.

### The State of South Carolina

Whereas, Eliza, Spinney, Bennett of the City of Charleston and State of South Carolina is, jointly held and bound unto Hugh Wilson Esq. Executor of Mary H. Stiles in an obliging writing commonly called a bond bearing date the twenty first day of March in the year of our Lord one thousand eight hundred and Nineteen, and in the fourth year of the sovereignty and independence of the United States of America. (Whereas the said Mary H. Stiles, under and by Virtue of the last Will and Testament of her grand Mother W. Mary Spinney late of South Carolina deceased, duly made and executed on attaining the age of twenty one year, will be entitled to a considerable Estate real & personal, but which said Estate of the said testatrix, owing to the minority of the respective devisees, hath not been devised, and distributed according to the provisions of the said Will. And whereas Benjamin Stiles, the youngest son of Thomas does - the father of the said Mary Stiles, being deceased and a possessor of a considerable Estate real & personal, departed this life in a short time in the year of our Lord one thousand eight hundred and having first duly made and executed his last Will and Testament wherein and whereby inter alia, he devised, appointed, and directed as follows, "It is my Will that my just debts should be paid as soon as convenient - after my death, & that my beloved wife Rebecca Stiles, one of them deceased, and equal share with my Children of all my Estate real and personal, and in case of the death of either of the Children before they attain the age of twenty one years, or have issue this portion shall be equally divided between my said wife and



the ensuing legation," as by the said Will bearing date the 28<sup>th</sup> day of Dec<sup>r</sup>.  
 Anno Domini 1884. and none of record in the Office of the Secretary of  
 Charleston Dist<sup>r</sup>. before me being then with had some fully and at large after  
 perusal which said estate of the said Testator had not yet been divided &  
 appertained to the said respective divisions and legates under the said Will.  
 And whereas a marriage & intended shortly to be had and solemnized  
 between the said Elias Simons, Bennet and the said Mary W. Stiles upon  
 the treaty whereof it hath been agreed by & between the said parties that all the  
 interest & estate now possessed by the said Mary W. Stiles arising from  
 under & by virtue of the respective Wills of the said Testator & Testatrix,  
 or either and both of them, and generally all the property and Estate of the said  
 Mary Stiles of what kind or nature soever a whole or in severalty, should be  
 conveyed to the said Hugh Wilson trustee or of any one upon the following uses  
 and trusts, and none other viz: In trust to and for the joint use of the said  
 E. J. Bennet & the said Mary W. Stiles & for their main use and  
 support during their joint lives and upon the death of either of  
 them then in trust to and for the use and benefit, advantage and  
 support of the survivor for and during the natural life of ~~the~~  
 survivor, and upon the death of such survivor, then to the use, proper use  
 and behoof of any and every child or children of the said Elias Bennet &  
 Mary W. Stiles born of this marriage share & share alike. But in case  
 of the death of either of the said parties before issue born of the said  
 marriage, or leaving no issue surviving, then in trust to deliver the said  
 premises and every part and parcel thereof to the survivor, fully, fully,  
 and absolutely, discharged, incumbered, and acquitted from any and  
 every limitation, exception, proviso, use or trust whatsoever. To have and  
 to hold the premises, of any one to such survivor his or her heirs, Ex<sup>r</sup>. Ad<sup>r</sup>.  
 and assigns absolutely forever. But by reason of the non-age of the  
 said Mary W. Stiles she cannot join in the execution of the said deed  
 Conveyance, and assignments necessary to the Conveying and assigning the  
 said Estate and appertaining to the uses & trusts aforesaid, & because  
 the said said Estate of the said Testator & Testatrix remain undivided,  
 and the share a portion thereof belonging to the said Mary Stiles cannot  
 now be accurately defined or described. Now the condition of the above sta-  
 tion, that if the above named Elias Simons, Bennet shall while upon  
 the division or appertaining part of the aforesaid estate of the said W.  
 Mary Simons & Benjamin Stiles survive till and truly convey and  
 assign any and every share or interest which the said Mary W. Stiles has  
 or may have in them or either of them, or generally shall and do within  
 fifteen days after demand made in writing by the said Hugh Wilson  
 trustee or of any one Will & truly Convey and assign the whole Estate of

of the said Mary M. Gales, of which she may be possessed in commission or otherwise  
in any other manner whatsoever with or without the solemnization of the marriage  
of said Mary M. Gales, before her as aforesaid, into any other person to be  
named by the said Mary M. Gales at the time of the execution of the said deed  
to the said Mary M. Gales, and that herein before mentioned, and declared, and concerning the  
said, and to no other than and in that case the obligations and every matter  
and thing herein contained to be void, standing to remain in full force  
and effect? -

And whereas the several estates and interests herein before  
mentioned have been decided and set off to the several legatees, and  
devisees therein before mentioned, and the part and proportion of the said  
Mary M. Gales fully ascertained. And whereas the said Mary M. Gales, under & by  
virtue of the powers reserved to her in and by the said Bond a writing other-  
wise both nominated, appointed, and directed by these presents both and  
doth nominate appoint & direct that the conveyance, and operation in  
the conclusion of - the said Bond mentioned should be made and  
executed to Joseph Bennett, who was in his place & in line of Joseph  
Bennett in the said Bond named the said Joseph Bennett having assumed  
the said trust, the same being testified by his being a party to these presents.  
And whereas the said E. J. Bennett both furnished with the part and  
proportion of the said Mary M. Gales, his wife the plantation a tract of land within men-  
tioned &c. &c. the said Mary M. Gales here in after named &c. in performance of the condition  
of the said Bond, both agreed and consented to carry the same to the end, intent,  
and purpose herein expressed and declared in the recital of the here in before  
mentioned Bond.

Now know all men by these presents that I Joseph Bennett  
of the place aforesaid for &c. in consideration of the bond before mentioned &c.  
five dollars the sum of which is hereby acknowledged to me in homestead by, have  
granted, bargained, sold, aliened, released, remitted, conveyed and confirmed, and  
by these presents do hereby and absolutely grant, bargain, sell, alien, release, remise  
convey & confirm unto Joseph Bennett of the City of Charleston in the State of South  
Carolina and his heirs and assigns forever, all that plantation a tract of land  
situate, lying and being in the parish of Saint Andrew in the State of South  
Carolina by the name of Kettleborough, containing five hundred acres, more  
or less, situate, and bounding to the East on the High River, both and to the  
South on the River Charles & lands of Thomas Henry Esq. - West on  
lands of Peter Smith Esq. - and South partly on lands of James Elliot  
Esq. partly on lands of Thomas Elliott Esq. as may more fully &  
particularly appear by a plat made by William Brown Esq.  
Surveyor in the town of New York of the year of our Lord  
1800, one thousand eight hundred and thirty-two. To have with all

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19 and singular the house, but house, edifices, buildings, barns, fields,  
docks, gardens, orchards, lands, tenements, hereditaments, rights, franchises and  
appurtenances whatsoever to the said premises, belonging a gift, and with  
the same used and enjoyed a acceptance, release, tolling, a power, and  
lease, and power to be enjoyed by the said E. J. Bennett, or part, parcel  
a member of the same a any part thereof: And the survivor and surviving  
remainder, remainder, jointly and other parts, issues, profits, things, and the  
any part and parcel thereof. And also all the estate, right, title, interest, profits,  
profits, claim, and demand whatsoever, both at law, and Equity which  
are of the said E. J. Bennett, of in, to a part of the said plantation, a  
tract of land, and any part and parcel thereof, to him and to his  
The said plantation a tract of land, hereditaments, premises, above  
mentioned and also all the profits and parcel thereof unto the said  
Joseph Bennett, his heirs and assigns forever. And the said E. J.  
Bennett for the consideration here bargained, sold, and aliened, and  
together with the bargain take holden unto the said Joseph Bennett  
his heirs, Ex<sup>ors</sup> Ad<sup>ors</sup> and assigns, The following, <sup>very</sup> heirs, together with  
The future issue and in case of the female, viz: Charles, Liza, Bet, Frank  
Mary, then their children; Charles, Jim, Herb, Nancy, Clara, Bradley,  
Mary, Emma, Fannie, Sarah, Betty, Paulina, &c. To have and  
to hold the above named premises, together the future issue and in case  
of the female, unto the said Joseph Bennett, his heirs Ex<sup>ors</sup> Ad<sup>ors</sup>  
and assigns forever. Subject always, nevertheless to the following uses, &  
trusts, and some other, that is to say in trust to and for the joint use  
of the said E. J. Bennett and Mary his wife, and for their main-  
tenance and support during their joint lives, even upon the  
death of either of them, then in trust to and for the  
use, benefit, and advantage and support of the survivor, &  
during the natural life of such survivor, & upon the death of  
such survivor, then to the use, profit use and behoof of any of  
any child or children of the said E. J. Bennett & Mary his  
wife, ~~the~~ of this marriage, share & share alike. But in  
case of the death of either of the said parties before issue have of the  
said marriage, & having no issue surviving, then in trust to deliver said  
premises & any part and parcel thereof together with the negro, above named  
& the future issue and in case of the female, to the survivor fully,  
fully, and absolutely, discharged, unincumbered, and acquitted from  
and every limitation, reservation, proviso, use or trust, whatsoever to them  
to hold the premises and personal property forever, to such survivor  
his or her heirs, Ex<sup>ors</sup> Ad<sup>ors</sup> and assigns absolutely forever. And  
the said E. J. Bennett, my heirs, Ex<sup>ors</sup> and Ad<sup>ors</sup> and assigns



and all and my power and favor, and my heirs, and their heirs, having  
 a lawful claim, as estate, right, title, a content of, in and to the said  
 premises, Homestead property, above mentioned, and by these presents released  
 and confirmed, in any part thereof, by them, or under him or them, any  
 part of them, from time to time, and from then forth, forever.

South Carolina

Memorandum. The Plantation

and within mentioned and conveyed to Joseph Bennett, and  
 Charles Bennett was sold by C. S. Stedman Sheriff of the County of  
 Charleston about the 14 July 1828. under a writ of execution  
 of the County Court for the purchase money of the said  
 and the said E. S. Bennett for \$3500. Dollars the said  
 E. S. Bennett transferred his bid to Edward B. Lining  
 one of the heirs of the said Bennett, and the said Sheriff made  
 title to the said B. Lining. Of the negroes the following  
 Bachus, Mungo, and Batic and Paulus were hired  
 on by the Executor John Ball from whom they were purchased  
 and sold to pay the said debts of the purchase money and  
 the proceeds of the said sale to the said John Ball. In and a Betty were purchased of  
 John Ball. In and a Betty were purchased of

Arthur Middleton as mortgaged at the time of purchase  
 to him. They were redelivered to him, the said E. S. Bennett  
 not being able to pay the purchase money. Sandy died on or  
 about the 1st of 1826 and the said Sandy was invited  
 in this deed without my firm knowledge or consent long  
 after the Execution of the same he is not therefore bound by  
 the terms thereof - Witness my Hand and Seal this 13th day  
 of September 1831 - Joseph Bennett

Witness E. Beach

Joseph Bennett

South Carolina: E. Beach made oath that he is well  
 acquainted with Joseph Bennett and with the  
 manner and form of his hand writing having often  
 seen him write and that he truly believes the foregoing  
 signature to be his proper hand writing -

Given to before me this 13. September 1831 -

William G. Demott

13th Sept. 1831

Wm G. Demott

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