

Articles of agreement made and entered into this seventh day of January A.D. 1856 between Ellen A. Beatty of the first part and J. Patton Anderson of the second part. Witnesseth: that whereas the said Ellen A. Beatty is sole owner and in possession of certain lands, tenements and appurtenances situate and lying in the County of Jefferson and State of Florida, Known as the "Casa Bianca Plantation" and containing by estimation four thousand _____ hundred and _____ acres or thereabout (the metes and bounds of which may be more accurately ascertained by reference to the record books of the proper Clerks Office in said County and State, and to which reference is hereby made) together with a number of negroes, slaves for life – more particularly referred to hereafter – and also mules, horses, oxen, cattle, sheep, hogs, farming utensils, tools, etc; and whereas the said Ellen A. Beatty is justly indebted to several creditors in various sums – not now precisely ascertained – but supposed to amount in the aggregate to Five Thousand Dollars or thereabouts; and whereas she is particularly desirous of ridding herself of all care and responsibility in regard to her said property – of securing to herself a comfortable home for life, and an income ample for her support, allowing abundant means for her promoting such religious and charitable objects as she may see fit, - of providing her slaves with what she deems a good master, who will keep them in order, make them do their duty, take care of them in temporal things and provide for their religious instruction; & of having said debts paid, without the perplexities and vexations of managing said slaves and carrying on said plantation for that purpose: and whereas the said J. Patton Anderson agrees to assume the management and control of said plantation and slaves for the purpose of paying said debts, and to the extent of his ability to secure the said Ellen A. Beatty against the perplexities and vexations thereof;- to pay the said Ellen A. Beatty the sum of Four thousand dollars per annum during her life, commencing with the year 1856, which \$4,000 for the year 1856 however, is not to be paid until after the 4th of March of said year, and is such installments as the said Anderson may be able to raise without materially trenching upon the prospective crop of the present year. – to make Casa Bianca his future residence after the 4th of March 1857 and at all times, to contribute to the present welfare, happiness and domestic comfort of the said Ellen A. Beatty, and in good faith to endeavor to promote her aims and objects as above indicated;

Now therefore in consideration of the promises and of the stipulations and agreements mutually to be performed by the parties hereto, the party of the first part covenants and agrees as follows, towit:

1st To lease of rent, for a term of years to expire with the life of either of the parties, to the party of the second part all of the lands aforesaid known as the "Casa Bianca Plantation" together with the appurtenances thereunto belonging except the dwelling house and furniture, kitchen and its furniture, gardens, grounds, stables and outhouses immediately attached to said dwelling, or such as is not used strictly in connection with the plantation.

2nd To hire to said party of the second part, for the same term of years all of the slaves of and belonging to the said Ellen A. Beatty (a list of which said slaves is this day furnished to the party of the second part and signed by the party of the first part) except the following named slaves which are reserved by the party of the first part for her own use and benefit: viz. George, Rebecca, Ann, Charles, Alice and Peter.

3rd To convey to the party of the second part absolutely all of the mules, horses, oxen, cattle, sheep, hogs, wagons, gear, plows, hoes, axes, blacksmith's tools, carpenter's tools

and all of the farming utensils and personal property of every description whatsoever, except the carriage and two carriage horses, the Jersey Wagon, Jenny Laid, and the two horses thereto belonging – and

4th In case the said party of the second part should survive her, at her death, she is to bequeath by will all of said plantation and negroes as specified in the list above referred to, together with their increase, to the said J. Patton Anderson.

And the said J. Patton Anderson, on his part covenants and agrees as follows

1st To pay the debts above referred to, amounting in the aggregate to about Five thousand Dollars-

2nd To pay to the said Ellen A. Beatty the sum of Four thousand dollars per annum during her natural life, as specified in the previous-

3rd To make Casa Bianca his future home and residence after the 4th of March 1857.

4th To furnish all necessary supplies for the sustenance and support of the said Ellen A. Beatty and also for the personal servants and horses reserved for her own use as above – and

5th To endeavor to relieve the said Ellen A. Beatty of the care, perplexities and annoyances attendant upon the management and control of a number of slaves and a large plantation: And the parties mutually stipulate and agree as follows: viz.

1st This contract or agreement is to terminate and be at an end, at the death of either of the contracting parties. And

2nd They will live together at said Casa Bianca as mother and son, for their mutual profit and advantage, the said Ellen A. Beatty being the head of the family and having the control and management of household affairs – she, in her declining years, leaning upon him and his wife and for support, and they, looking to her for counsel and advice.

In testimony whereof the parties have hereunto set their hands and affixed their seals the day and date first above written.

In presence of

Ellen A. Beatty (Seal)

J. Patton Anderson (Seal)

(Duplicate)

Transcribed by Christopher A. Baker, University of Florida, 2008.