

March 2022

## Bill of Sale of an Enslaved Person Named Malvina

Orville M. Blanton

Follow this and additional works at: <https://scholarsjunction.msstate.edu/lantern-um>

---

### Recommended Citation

Blanton, Orville M., "Bill of Sale of an Enslaved Person Named Malvina" (2022). *University of Mississippi*. 46.

<https://scholarsjunction.msstate.edu/lantern-um/46>

This Document is brought to you for free and open access by the Lantern Project at Scholars Junction. It has been accepted for inclusion in University of Mississippi by an authorized administrator of Scholars Junction. For more information, please contact [scholcomm@msstate.libanswers.com](mailto:scholcomm@msstate.libanswers.com).

STATE OF LOUISIANA,  
Parish and City of New Orleans.

Be it Known, THAT on this Ninth  
day of May \_\_\_\_\_ in the year of our Lord one  
thousand eight hundred and fifty seven \_\_\_\_\_ and of the Independence  
of the **United States of America** the Eighty-first:

Before me **JAMES GRAHAM**, a **Notary Public**  
in and for the Parish and City of NEW ORLEANS, State of Louisiana, duly commissioned  
and sworn, and in the presence of the witnesses hereinafter named and undersigned,  
**PERSONALLY CAME AND APPEARED**---

Bernard Rendu, of this  
City, who declared that for the consideration and on  
the terms and conditions hereinafter expressed, he does  
by these presents, grant, bargain, sell, convey, transfer,  
assign and set over, with all legal warranties, unto

Doctor Orville M. Blanton  
of Greenville, Washington County in the State of Miss-  
sissippi, herein represented by Marc J. Bonis, of  
this City who is here present, accepting and purcha-  
sing for his said constituent his heirs and assigns  
and acknowledging delivery and possession thereof

A certain mulatto wo-  
man, a slave for life, named Malvina, aged a-  
bout twenty years \_\_\_\_\_

Said slave is hereby fully guaranteed  
by said vendor against the vices and maladies ren-  
dered redhibitory by the laws of this State: and  
is his lawful property as he hereby declares \_\_\_\_\_

By reference to the Certificate

of the Recorder of Mortgages in and for this City and Parish, dated this day, and hereto annexed, it will appear that the slave herein conveyed is free from encumbrance in the name of said vendor

**To Have and to Hold**, the said \_\_\_\_\_ slave unto the said purchaser *his* \_\_\_\_\_ heirs and assigns forever. And the said vendor hereby binds *himself* \_\_\_\_\_ and *his* \_\_\_\_\_ heirs forever to warrant and defend the \_\_\_\_\_ slave herein conveyed, against all legal claims and demands whatever. The said vendor moreover transfers unto said purchaser all the rights and actions of warranty to which *he himself is* \_\_\_\_\_ entitled, against all the former proprietors of the *slave* \_\_\_\_\_ herein conveyed, subrogating said purchaser to the said rights and actions to be by *him* \_\_\_\_\_ enjoyed and exercised in the same manner as they might have been by the said vendor *himself* \_\_\_\_\_

This sale is made and accepted for and in consideration of the price and sum of Twelve hundred Dollars (\$1200:00) which sum the said Marc F. Bonis, for his said constituent, has paid to the said vendor in ready money, the receipt of which, the latter hereby acknowledges and grants said purchaser a full acquittance and discharge therefor

And now, to these presents, personally came and appeared, Madam Jane Miller, wife, of lawful age of the said Bernard Rendig

who, after having taken cognizance of the foregoing act, which I, the said Notary, carefully read and explained to her declared and said that she approve s and ratifies the same, and that it is her wish and intention to release in favor of the said purchaser, the slave herein described from the matrimonial, dotal, paraphernal and other rights, and from any claims, mortgages or privileges to which she is or may be entitled, whether by virtue of her marriage with her said husband or otherwise.

Whereupon, I, the said Notary, did inform the said Madame Rendig apart, and out of the presence and hearing of her husband, that by the laws of this State, the wife has a legal mortgage on the property of her husband; FIRST—For the restitution of her dowry, and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage. SECONDLY—For the restitution and reinvestment of the dotal property by her acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected. THIRDLY—For nuptial presents. FOURTHLY—For debts by her contracted with her husband. And FIFTHLY—For the amount of her paraphernal property, alienated by her and received by her husband, or otherwise disposed of for his individual interest: That in making her intended renunciation she would deprive herself irrevocably and forever, of all rights of reclamation against the slave herein described, whether under mortgage, privilege or otherwise.

And the said Madame Rendig did thereupon declare unto me, Notary, that she was fully aware of and acquainted with the nature and extent of the matrimonial, dotal, paraphernal and other rights and privileges thus secured to her by law on the property of her said husband, and that she nevertheless did persist in her intention of renouncing, and does formally renounce, not only all the rights, claims and privileges herein before enumerated and described, but all others, of any nature and kind whatever, to which she is, or may be, entitled by any laws now or heretofore in force in the State of Louisiana.

And the said Bernard Rendig being now present, aiding and authorizing the said Madame Rendig in the execution of these presents, she the said Madame Rendig did again declare that she did and does hereby make a formal renunciation and relinquishment of all her said matrimonial, dotal, paraphernal and other rights, claims and privileges, in favor of the said purchaser binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus Done and Passed, in my Office, at New Orleans, aforesaid, in the presence of Hugh Madden and Andrew Heron jr. Witnesses, both of this City, who hereunto sign their names with the parties, and me, the said Notary, the day and date aforesaid.

Original signed \_\_\_\_\_ B. Rendig \_\_\_\_\_ Jane Rendig \_\_\_\_\_  
\_\_\_\_\_ M. F. Bonds \_\_\_\_\_ Hugh Madden \_\_\_\_\_  
\_\_\_\_\_ Andrew Heron jr. \_\_\_\_\_ Ed Graham Not Pub \_\_\_\_\_

\_\_\_\_\_ A true Copy \_\_\_\_\_

\_\_\_\_\_ Ed Graham \_\_\_\_\_  
\_\_\_\_\_ Not. Pub. \_\_\_\_\_

May 9th 1857

John of Slave

by

Edward Perry

to

Orville W. Stanton

James Graham (noted)  
84 1/2 Greenwell