

Not King George the 3^d

Memorandum That the Quins of a Deedman Testator
Directed to me under the hand & Seal of the Honorable Arthur Middleton
President & Ordinary of this Province I have read the above named
Philip Solomon Thomas Hamilton the Christian Clarke the three Subscribing
Witnesses to the sd Will to appear before me who being duly sworn on
the Holy Evangelists, Declare they were present & did see the Testator
Major William Byrd publickly & Declare the above instrument to be
his Last Will & Testament & that he was at that time of sound
Disposing Memory & Understanding to the best of the Deedman's knowledge
and that the sd Deedman did then severally subscribe their names thereto
as Witnesses in the presence of the sd Testator & at his Request

Sworn & Examined
16 July 1726 Recorded
J. Parson & Co. James White

Articles of Agreement between Jeremiah Milner & Thomas Whitner

Articles of Agreement between Jeremiah Milner & Thomas Whitner
Fully agreed upon this Eleventh day of January in the Year of our Lord
One Thousand seven hundred & Twenty Six in the Thirtieth year of the
Reign of Our Sovereign Lord George by the Grace of God of Great Britain
King & Defender of the Faith &c. Between Jeremiah Milner of Charles Town
in the Province of S^c Carolina & Thomas Whitner of James Island in the Province of S^c Carolina
Whom the sd Jeremiah Milner by certain Judges of Peace & Notary
bearing date respectively on or abt the Twenty Sixth & Twenty Seven day
of September last did purchase from M^r Jacob Whitt of Charles Town
a parcel of land the Southernmost half part of a certain Town Lot in Charles
Town aforesaid (known by the N^o 53.) bounding to the North on the land
of the sd Thomas Whitner as by the sd Judges & Notary being thereunto had
doth appear. And whereas the sd Thomas Whitner by certain J^{es}
alias of Isaac & Notary bearing date respectively on or about the 20th
Twenty Sixth & Twenty Seventh days of September last did purchase from
the sd M^r Jacob Whitt the Northernmost half part of the sd Town Lot in
Charles Town (known by the N^o 53.) bounding to the South on the land of
the sd Jeremiah Milner as by the sd Judges & Notary being thereunto had
appear. Now these presents written and it is mutually
agreed by & between the sd Jeremiah Milner & the sd Thomas Whitner that

That a Gate way Passage or Alley of Eight feet wide be left open
beginning from the Street side to run pass clear thro the whole Depth of the
sd Lot to the end thereof which is so far ever to remain as well for the
benefit & advantage of them the sd Jeremiah Milner & Thomas Whitner &
heirs of them & their Heirs for ever as also for the Common Good of other the
Inhabitants of sd Charles Town &c. There fore it is mutually agreed
by & between the sd Jeremiah Milner & the sd Thomas Whitner that each of
them do leave four foot of Land of that part of the said Lot that joyns
to each other for a Gate way, passage or Alley, always to be open beginning
from the Street to the end of the sd Lot. And the sd Jeremiah Milner
doth hereby Covenant Promise and agree to & with the sd Thomas Whitner
that he the sd Jeremiah Milner will Out of his part of the sd Lot N^o 53.
that joyns to the other part of the said Lot belonging to the sd Thomas Whitner
leave four foot of Land in breadth from the said Thomas Whitner's part
fronting the Street to & clear running to the end of the Depth of the sd Lot to
shall be as well for the benefit & advantage of the sd Jeremiah Milner & his
Heirs for ever as also for the Common Good of other the Inhabitants of Charles
Town for ever. And the sd Thomas Whitner doth hereby Covenant Promise
& agree to & with the sd Jeremiah Milner that he the sd Thomas Whitner
will Out of his part of the sd Lot N^o 53. that joyns to the other part of the sd Lot
belonging to the sd Jeremiah Milner leave a full four foot of Land in breadth
from the sd Jeremiah Milner's part fronting the Street clear running to the
end of the Depth of the sd Lot which shall be also as well for the benefit
& advantage of the sd Jeremiah Milner & his Heirs for ever as for the benefit
& advantage of the sd Thomas Whitner & his Heirs for ever as also for the
Common Good of other the Inhabitants of Charles Town forever and for the
true performance of these Articles of Agreement Each doth hereby Oblige himself
& his Heirs & the other & his Heirs in the penal sum of Two hundred
Curr^t money of S^c Carolina to be paid by the Party defaulting to the Party
Observant. In Witness whereof the sd Parties have hereunto set their
hands & Seals the day & Year first above written

Sealed & Signed
In the presence of
John Lawrence
John Coft
Jeremiah Milner
16 July 1726
Recorded J. Parson & Co.