

South Carolina.

Bonds Penalties & Security whatsoever entered into by the said Samuel Penhallow Edward Nicholls or Benjamin Bullard or any of them to the said Governor for Security of the said Islands or other person or persons Legally Authorizing to take the same. That the said Samuel Penhallow should not depart with his Depots from, nor carry off the said Islands any Intendant thereof Freeman, Servants or Slaves, without a Ticket from the Governor or his Deputie the said Islands, Altho' the same Bonds Penalties & Securitys are not well executed misdirected, or not at all mentioned or recited in the to present & of open all other penalties Costs Charges Damages to Expenses whatsoever that have shall or may happen to the said Samuel Penhallow Edw. Nicholls Edw. Bullard, or any of them on account of any the premises. Then this Obligation be void & of none Effect Or else to be & remain in Full force & Virtue.

Sealed & Delivered
in the presence of
Benj. W. Hughes
Law. Coulter

Thos. Gibbs

10th Jan^y 1726

Personally appeared before me Henry W. Hughes Esq. who being duly sworn On the Holy Evangelists declares to his oath the above named Samuel Gibbs Signe Seale & his age & Deeds delivers the above Instrument to the said Laurence Coulter subscribed his Name as Witness together to this Deposition before me the 10th Jan^y 1726
Recorded at Char^t & Port Secty

Got Will & Testament of Roger Whitley, Son of A. K. M. Esq.

In the Name of God A. M. I, Roger Whitley Esq. belonging to General Francis Nicholson's Independent Company at Fort King George South Carolina, being weak in body, blind & dipping mind to memory, Maimed & Old, for the same, Do make & declare this to be my Last Will & Testament in the last manner & form following (thus is to say) I bequeath & give & recommend my Soul into the Hands of Almighty God my Creator & Redeemer, Trusting & assuredly believing that I shall receive full pardon & free remission of all my sins thro' the merits of Jesus Christ, my only Saviour & Redeemer. As for my Body I commit it to the Earth to be decently interred at the discretion of

South Carolina.

Of my Commanding Officer Lieut. James Watt Esq. for my Spanish Estate, Goods Cattle & Debts which now is or at any time hereafter shall be any ways due owing payable to me at the time of my decease with my Spanish arrears or any other money that has been received in my account by Mr. John Putnam of the pay office as also all my substance and arrears due in this Company now in the hands of Kingsmill Egges & what sumes that have been paid by the said Kingsmill Egges upon any account without proper Voucher is not to be allowed, as also my Effects here in the Fort & at Mr. Bartons in Charles Town or in his Daughters hands. I do give Devise & Bequeath unto Mr. Alexander Nicolson in manner & form following until it is satisfied for all the Bills of Exchange drawn by me on Kingsmill Egges Esq. & also what money he has Laid Out for me since May last only with this reserve, That Lieut. James Watt is to be fully satisfied by the Gods that shall be left in his hands for the full sume of Sixty three pounds thirteen shillings & six pence Currency which has been Laid out in manner following, To my Wife drawn on Mr. Nicolson for Fifty One pounds five shillings & six pence Currency & also Debt of Twelve pounds Seven shillings & six pence which Compleats the sume of Sixty three pounds thirteen shillings & six pence. If it happens that the aforesaid Kingsmill Egges has paid the aforesaid Bills drawn on him by me to the aforesaid Mr. Nicolson Then all that has been Bequeathed to him he is only to be satisfied for his sume as he has distributed for me since May last & the Overplus of my Spanish Arrears & my arrears & substance due in this Company with the Remainder of my Effects is to be appropriated to the paying of my Debts which I owe to the Company & others or Expenses of my Funeral & this being my Last Will & Testament hereby revoking all former Wills by me made. In witness whereof I have hereunto set my hand & Seal this seventh day of October Anno Domini 1726.

Signed Sealed & Published
and Declared in the presence of
Philip Delgal
John Hamilton
Christie Clarke

Rodger Whitley

We the above Witnesses sworn on the Holy Evangelists before Lieut. James Watt Do declare that the above said Ensign was sensible of what he signed when the above Will was read to him. As Witnesses our hands at Fort King George this 27th Decem^r 1726.
Philip Delgal, John Hamilton, Christie Clarke

Men

Not King George's

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
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 Whitaker

Articles of Agreement between Jeremiah Milner & Thomas Whitaker
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 & Ireland King Defender of the Faith &c. Jeremiah Milner of Charles Town
in the Province of S. Carolina & Thomas Whitaker of James Island in the Province of S. Carolina
Whereas the sd Jeremiah Milner by certain Indentures of Lease & Release
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
aforesaid Widd. 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 Whitaker as by the sd Indentures & Release being thereunto
do the appear. And Whereas the sd Thomas Whitaker by certain In-
dentures of Lease & Release bearing date respectively on or about the
Twenty Sixth & Twenty Seven day 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 Indentures & Release being thereunto
do the appear. Now these presents written and it is mutually
agreed by & between the sd Jeremiah Milner & the sd Thomas Whitaker

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 Whitaker
to each of them & their Heires for ever. As also for the Common Good of other the
Inhabitants of sd Charles Town &c. Therefore it is mutually agreed
by & between the sd Jeremiah Milner & the sd Thomas Whitaker 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 Whitaker
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 Whitaker
leave four foot of Land in breadth from the sd Thomas Whitaker'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
Heires for ever. As also for the Common Good of other the Inhabitants of Charles
Town for ever. And the sd Thomas Whitaker doth hereby Covenant Promise
& agree to & with the sd Jeremiah Milner that he the sd Thomas Whitaker
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 Heires for ever, as for the benefit
& advantage of the sd Thomas Whitaker & his Heires 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 Heires & the other & his Heires in the penal sum of Two hundred
Curr^t money of S. 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.