

This Indenture made the *fourteenth* day of *December* Anno *Domi* 1722 And in the *third* year of the *Reign* of our *Sovereign* Lord *George* by the *grace* of *God* of *Great* Britain *Kings* and *Ireland* King *defender* of the *faith* of *Britain* *and* *between* *Anne* and *Frances* *Stapleton* Joint *Executors* of the *last* will and *Testament* of *Dame* *Anne* *Stapleton*

of the *one* part and *William* *Henton* of the *Island* of *S. Christophers* Esq. of the *other* part *Witnesseth* that the said *Anne* and *Frances* *Stapleton* for and in *consideration* of the *rent* do *vacant* and *agreements* hereafter in these presents *rescribed* and *contained* on the *part* and *behalf* of the said *William* *Henton* his *Executors* *Admin.* and *Assignes* to be *paid* and *performed* *save* *and* *except* of the *rent* do *vacant* and *agreements* *rescribed* and *contained* on the *part* and *behalf* of the said *William* *Henton* All that *plantation* formerly *belonging* to the *father* *deceased* in *yon* *quarter* containing *about* *two* *hundred* and *forty* *Acres* in the *Island* of *S. Christophers* aforesaid *together* with all *ways* *waters* and *watercourses* *Moenages* *Condemns* and *Ordinances* with their *appurtenances* to the said *land* *belonging* or *in any* *wise* *appertaining* and *formerly* in the *possession* of *Mattias* *Wills* and *William* *Woodley* and *now* of the said *William* *Henton* to have and to hold unto the said *William* *Henton* his *Executors* *Admin.* and *Assignes* from the *twentieth* day of *September* which will be in the *year* of our *Lord* one *thousand* *seven* *hundred* and *twenty* *two* County and *free* (at which time a *Term* of *seven* *years* granted in the said *premises* to the said *William* *Henton* by *Dame* *Anne* *Stapleton* *Widow* by *Indenture* dated the *fourth* day of *February* Anno *Domi* one *thousand* *seven* *hundred* and *seventeen* will *determine* and *expire*) for and during the *space* of *seven* *years* from thence next ensuing and fully to be *tenured* at and *under* Subject *he* or *she* the *lessee* *lessees* *pro* *viso* or *condition* herein after *contained* for the *space* *determination* of the said *Term* in *such* *manner* as therein is *expressed* *yielding* and *paying* the *rent* *yearly* during the said *Term* of *seven* *years* here by *letter* unto the said *Wm* *Henton* his *Executors* and *Assignes* in the said *Island* of *S. Christophers* the *yearly* *rent* of *twenty* *five* *thousand* *pounds* of *good* and *merchantable* *Muscovado* *Sugar* in *bags* on the *twentieth* day of *September* in every *year* And if it shall *appear* the said *yearly* *rent* of *twenty* *five* *thousand* *pounds* of *Sugar* shall be *behind* or *unpaid* in *part* or *in* *all* by the *space* of *forty* *days* next after any of the said *days* on which the *same* ought to be *paid* as aforesaid (being *lawfully* *demandable*) that then and *from* thence forth it shall and may be *lawful* to and for the said *Anne* and *Frances* *Stapleton* their *Executors* and *Assignes* or any of them into *all* and *singular* the *above* *demised* *premises* with the *and* *appurtenances* or into any *part* thereof to *enter* and the *same* to *repossess* and *enjoy* until the *payment* of *such* *yearly* *rent* or any *part* thereof *be* *behind* and *unpaid* any *thing* herein *contained* to the *contrary* notwithstanding And the said *Anne* and *Frances* *Stapleton* do *grant* and *confer* unto the said *William* *Henton* his *Executors* *Admin.* and *Assignes* by these presents in *such* *manner* and *forms* following (that is to say) that the said *William* *Henton* his *Executors* *Admin.* and *Assignes* shall *enjoy* *liberty* of *ingress* *egress* and *regress* at the *expiration* of the *Term* aforesaid or other *sooner* *determination* of this *present* *lease* to *carry* away *all* *such* *Wills* *hoppers* and *stills* as he or *they* shall *draw* or *bring* on the said *plantation* within the *Term* aforesaid And the said *William* *Henton* for himself his *Executors* *Admin.* and *Assignes* do *grant* and *confer* unto the said *Anne* and *Frances* *Stapleton* their *Executors* and *Assignes* that the said *William* *Henton* his *Executors* *Admin.* and *Assignes* shall *pay* with *well* *and* *friendly* *pay* the said *yearly* *rent* of *twenty* *five* *thousand* *pounds* of *Sugar* *above* *rescribed* to the said *Anne* and *Frances* *Stapleton* their *Executors* and *Assignes* from *time* to *time* when and as often as the *same* or any *part* thereof shall be *due* and *payable* during the said *Term* at *such* *days* and *times* and in *such* *manner* and *forms* as the *same* is *before* in these presents *limited* and *appointed* to be *paid* without *fraud* or *deceit* and shall and will *bear* *and* *pay* all *Dues* *Rates* *Duties* *Payments* and *Expenses* which are and shall be *due* and *payable* and *appertaining* to the *said* *rent* or any *other* *Amount* whatsoever for or in respect of the said *demised* *premises* or any *part* thereof during the said *Term* and *from* *all* and *over* the said *dues* *Rates* *Duties* *Payments* and *Expenses* shall and will *discharge* or *well* and *sufficiently* *save* and *keep* *himself* *and* *his* *heirs* *and* *assigns* *and* the said *demised* *premises* and *every* *part* thereof at the *end* of the said *Term* hereby *granted* or other *sooner* *determination* of this *present* *lease* (which shall *first* *happen*) shall *personally* and *quietly* *yield* up unto the said *Anne* and *Frances* *Stapleton* their *heirs* *Admin.* and *Assigns* the said *demised* *premises* and *every* *part* thereof together with *all* the *Ratons* *Demes* and *provisions* then being in and upon the said *premises* without any *waiver* to be made thereof and also shall *leave* *standing* on the said *premises* one *dwelling* *house* *boards* and *thing* *by* in *good* *repair* and *likewise* *all* *such* *other* *Buildings* as shall be then *standing* on the said *premises* in *good* *condition* and *repair* (casualties and *damages* *happening* by or by reason of *fire* *invasions* or *invasions* or *other*) And that the said *William* *Henton* his *Executors* *Admin.* or *Assignes* shall not at any *time* *burn* or *destroy* the *demise* *grounds* or *precision* *grounds* *belonging* to the said *plantation* And the said *Anne* and *Frances* *Stapleton* do *grant* and *confer* unto the said *William* *Henton* his *Executors* *Admin.* and *Assignes* by these presents that the said *William* *Henton* his *Executors* *Admin.* and *Assignes* for the *Term* of *twenty* *five* *thousand* *pounds* of *Sugar* *above* *rescribed* to be *paid* and *under* and *according* to the *demise* *reservations* and *agreements* in these presents *contained* which on his and *their* *parts* ought to be *performed* shall and may *personally* and *quietly* *have* *hold* and *enjoy* the *premises* *above* *demised* with the *appurtenances* without any *let* *hindrance* *interruption* of the said *Anne* and *Frances* *Stapleton* or any *other* *person* or *persons* whatsoever *stemming* by *from* or *under* the *any* *thing* in these presents *contained* to the *contrary* notwithstanding **Provided** and *always* *nevertheless* and it is *agreed* by and *between* the said *parties* to these presents that in *case* before the *expiration* of the said *Term* hereby *letter* the said *Island* of *S. Christophers* shall *happen* to be *taken* in to the *hands* or *possession* of any *Primo* *State* or *Principality* which now is or shall be at *enmity* or *war* with the *King* of *Great* *Britain* that then and *from* thence forth the *said* *William* *Henton* his *Executors* *Admin.* and *Assignes* shall *recede* *determine* and be *wholly* *void* and *inoperative* *any* *thing* aforesaid to the *contrary* notwithstanding And the said *William* *Henton* his *Executors* *Admin.* and *Assignes* *paying* and *bearing* *all* *such* *rent* as shall be *due* and *in* *arrear* to that *time* And if it shall *appear* of the *parties* first *above* *written* to these presents *Indubitably* *interchangeably* *have* *set* *their* *hands* and *Seals* the *day* and *year* first *above* *written*

Sealed and delivered (being first duly stamped) in the presence of
Elias Stapleton
Thomas Bridgewater

Wm Henton

Handwritten text at the top right, possibly a date or reference number.

Handwritten text across the top of the page, likely a header or title.

Declaration

Main body of handwritten text, appearing to be a legal declaration or contract. The text is dense and written in a cursive hand.

M42

14th Dec. 1722

Counterpart of the Lease
of a plantation in the Island
of St. Christopher for 7 years from
20th Sept. 1720 at 25000 of Sugar
per An.

From } to
William Henton Esq.

⑧ F. #
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St. Kitts W.I.

W. H. Jones
CM-567
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