

To all to whom these Presents shall come Elizabeth Constantine of the Island of Saint Christopher Widow and Relict of Henry Constantine late of the said Island Esquire deceased and
Marcus Lynch of the same Island Merchant send greeting whereas a marriage is intended to be shortly had between the said Marcus Lynch and Elizabeth Constantine and whereas it is agreed
between them that the Thirteen Negroe or other Slaves hereinafter named now the Property of the said Elizabeth Constantine shall be by her before such marriage had assigned in such manner and on such Trusts as hereinafter
expressed Now know ye that the said Elizabeth Constantine by and with the Tivishy consent and approbation of him the said Marcus Lynch (testified by his signing and sealing of these presents) and for and in
consideration of the sum of Five Shillings lawfull and current money of the same Island to her in hand at and before the sealing and delivery of these presents by Edward Gillard of the said Island of Saint Christopher
Esquire Uncle of the said Elizabeth Constantine well and truly paid the receipt whereof the said Elizabeth Constantine doth acknowledge Hath granted bargained sold assigned transferred and set over and by
these presents doth grant bargain sell assign transfer and set over unto the said Edward Gillard his Executors Administrators and assigns All those Thirteen Negroe or other Slaves hereinafter particularly
named and mentioned being all the property of her the said Elizabeth Constantine (viz) Four male Slaves commonly called and known by the several names of Nicholas, Pompey, Joe, and Sam, and Nine female Slaves commonly
called and known by the several names of Chloe, Amalia, Mary, Desdemona, Sue, Doll, Clary, Eve, and Peggy with all the Issue and Increase of the said female Slaves To have and to hold the said Thirteen Negroe
or other Slaves to him the said Edward Gillard his Executors Administrators and assigns In Trust nevertheless and for the following purposes (that is to say) In Trust to permit her the said Elizabeth Constantine
to use occupy and enjoy the said Thirteen negroe slaves and all the Issue and Increase of the said female Slaves and receive and take to her own proper use and benefit the rents Issues and profits thereof until the said intended marriage
is had and takes effect AND then from and after the said marriage had In Trust to permit the said Marcus Lynch to use occupy and enjoy the said Thirteen negroe or other slaves and the Issue and Increase of the said
females and receive and take to his own proper use the rents Issues and profits thereof during the continuance of such Intermarriage between them the said Marcus Lynch and Elizabeth Constantine and during their Joint Lives And
then after the death of either the one or the other of them the said Marcus Lynch and the said Elizabeth Constantine now intended to be and then his Wife (whichever shall first happen) In Trust to assign and transfer to the survivor of them
the said Thirteen negroe or other Slaves and the Issue and Increase of the said female Slaves or such and so many of the said Thirteen Slaves and the Issue and Increase of the said female Slaves as shall be then living To the absolute use
and as the absolute Estate and property of such survivor his or her Executors Administrators and assigns for ever and so for no other use intent Trust or purpose whatsoever AND whereas the said Marcus Lynch hath
already become bound or hath agreed and doth mean to become bound to the said Edward Gillard in one Bond or obligation bearing even date with these Presents in the Penalty of Four Thousand Pounds current money of the
said Island of Saint Christopher with Condition recited such intended marriage hereinafter recited to be meant and intended as aforesaid and then with Condition for making such obligations void if (in case the said marriage shall
be had and take effect and also in case he the said Marcus Lynch shall happen to die before her the said Elizabeth Constantine his said intended wife and she the said Elizabeth shall survive him the said Marcus her
intended wife and who will then be his Widow and Relict her Executors Administrators or assigns the sum of Two Thousand pounds like lawfull money of the said Island of Saint Christopher Now it is hereby declared and
agreed by and between the said Marcus Lynch and the said Elizabeth Constantine as follows (that is to say) that it is not nor shall be understood that the assignment hereby made shall be any prejudice to the said Bond or
obligation so hereby mentioned to be entred into or meant to be entred into by the said Marcus Lynch as aforesaid or that the negroe slaves and premises hereby assigned shall be considered in such case as the Effect or State
of the said Marcus Lynch or go or to be offered or taken as such or in or towards discharge or satisfaction of the said sum of Two Thousand pounds so in and by such Bond or obligation conditioned to be paid in the event aforesaid
but that the said sum of Two Thousand pounds is and shall be paid out of the proper Estate and Effects of the said Marcus Lynch and be enjoyed by her the said Elizabeth Constantine to her own use and benefit over and besides the
said Negroe and other Slaves and premises hereinafter assigned or meant or mentioned to be assigned and which said negroe or other Slaves and premises are then to be deemed and taken to all intents and purposes as the proper Estate
and Effects of the said Elizabeth Constantine and who would then be Elizabeth Lynch widow in the same manner as if such intended marriage had never been had or these presents never made or executed provided always nevertheless
that whereas part of the fortune intended to and which will be brought by the said Elizabeth Constantine to her said intended Husband Marcus Lynch if the said marriage should take effect doth and will consist one Bond or obligation
bearing date the Twentieth day of June - One Thousand seven Hundred and Sixty Seven and entred into by Anthony Johnson Esquire brother of the said Elizabeth Constantine to her the said Elizabeth Constantine in
the Penalty of One Thousand and Six Hundred pounds current money of the said Island of Saint Christopher or some other suitable Penalty and conditioned for the payment to her of Eight Hundred pounds like current money of such time
and in such manner as therein expressed Now therefore it is hereby also declared to be the intent and meaning of them the said Marcus Lynch and Elizabeth Constantine and absolutely agreed between them as follows (that is to say) that if
the said Marcus Lynch after and in case of such intended marriage had should die in the life time of her the said Elizabeth his said now intended wife whereby she would become intitled to demand the said sum of Two Thousand pounds
conditioned by such said hereinafter recited Bond bearing even date with these presents to be paid on the death of him the said Marcus to her her Executors Administrators or assigns as aforesaid AND if in case of such event and when she
came happens such Bond of the said Anthony Johnson shall remain in the state and condition it now is and that the said Marcus Lynch during the continuance of such intended intermarriage shall not have released or given
up the said last mentioned Bond but the same shall then continue in full force and vigour in whole or in any part and any money shall be still due for principal or interest thereon That then and in such case the said Bond from
the said Anthony Johnson so remaining in the state it now is shall be considered as part of the Estate and Effects of the said Marcus Lynch and shall be taken and accepted by the said Elizabeth Constantine then to be the
Widow and Relict of him the said Marcus Lynch her Executors Administrators or assigns for and towards payment and satisfaction of the said sum of Two Thousand pounds so conditioned by the said recited Bond
bearing even date herewith to be paid so far and for such money as shall be then due either for principal or interest on the said Bond of the said Anthony Johnson and shall have been unpaid to and received by the
said Marcus Lynch in his life time Any thing in the said Bond so bearing even date herewith or the Condition thereof contained notwithstanding In Witness whereof the said Elizabeth Constantine
and Marcus Lynch have hereunto set their hands and seals the Eighth day of October in the year of our Lord One Thousand seven Hundred and Sixty Seven.

Elizabeth



Constantine

Marcus



Lynch

Sealed and delivered
in presence of us
Maurice Brahan
Ann Brahan

St Christopher

Before the Honourable Justice, Guathey,
Esquire Chief Justice of the Court of Kings Bench
and Common Pleas in the said Island

Personally appeared Maurice Brahan of the Parish of
Saint George Pastors in the said Island of Saint Christopher
Merchant and made oath that he did see Elizabeth Constantine
now the wife of Marcus Lynch and the said Marcus Lynch
both in the within written Deed Poll of Assignment and
agreement named sign seal and delivers the said Deed Poll.

Given this Tenth day of
August 1768 before me

Maurice Brahan

Justice Guathey

I do hereby certify that the within Instrument of writing No
8036 was entered in the Registers office in Saint Christopher on
Wednesday the Tenth day of August 1768 about Six o'clock in the
Afternoon in Book G No 2 Pages 501. 502 and 503

Wm. Burroughs Register

1186

No 8036

Assignment of 13 Negroes from M^r Constantine to M^r Cyllars on the Deed
declared on her marriage with M^r Lynch as in agreement with M^r Lynch
and other parts of Agreement between her and M^r Lynch hereon

St Kitts W. J.
Constantine

Dated 8th October 1767

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