

It shall

be taken elapsed since the preceding half year Rent became due and giving such previous notice and duly paying all such Rent the Term hereby granted shall at the time of its
 said surrender made absolutely cease and be at an End **And** it is hereby covenanted and agreed by and between the parties hereto that so soon as conveniently may be done
 after due notice of their presence and of the intention herein after immediately expressed shall be signified and made known to the persons herein after named at all the Buildings and Portions of the said
 said standing or being on the plantation or Vaudd hereby demised or on any part thereof shall be viewed and examined by the persons herein after named for the said
 and Alexander Douglas all of the said Island of Saint Christopher Esquies or if by Death sickness Pleasure or other impediment all the aforesaid three persons cannot be got together for that purpose
 then such number of three to be made up by such persons as shall by the remaining two of them or if through any such Cause aforesaid even two of the said aforesaid persons shall not be able to be in
 present then ^{by such persons} shall by the remaining one of them be appointed for that purpose and when such three persons so expressly before named or persons supplying any or either of their places in these several
 parts aforesaid shall have viewed and examined the said Buildings they shall appraise the same according to their best skill and judgment in that part and shall set down in writing in a Schedule or
 Inventory thereof the said several parts or parcels of the said Buildings and the Value at which they rate and appraise the same respectively and such Valuation and Appraisalment of such Buildings
 so made and signed by such three persons so viewing and examining the same or any two of them shall be binding on both the parties to these presents and deemed as between them the true
 Value thereof **And** at the end Expiration or other sooner Determination of the term hereby demised a new and fresh Appraisalment shall be made of all the said Buildings by two indifferent persons
 of competent skill in that behalf the one of them to be appointed by the said Christopher Jefferison his Heirs or Assigns the other of them by the said Robert Lord Romney his Executors Administrators
 or Assigns and in case of their disagreement then they to be assisted by such one other person as they shall mutually agree on for that purpose and such Valuation and Appraisalment so then to be
 made by the two persons so then to be appointed by the said parties hereto or their Representatives or in case of such their disagreement by either of them and such person as they shall so call in to
 their assistance shall likewise be deemed the true Value of the said Buildings and in case such Value of the said Buildings according to such future Appraisalment to be made at the end Expiration or other sooner
 Determination of the said Term hereby demised shall be so now shortly appraised by the three persons so aforesaid or person or persons supplying any two or one of their places or a Majority of them as aforesaid
 then the said Robert Lord Romney his Executors Administrators or Assigns shall and will well and truly pay or cause to be paid to the said Christopher Jefferison his Heirs or Assigns so much money as the
 Value of the said Buildings on such second Appraisalment thereof shall fall short of the Value thereof on such first Appraisalment so now to be made **Provided** always And it is hereby expressly declared
 to be the intent and meaning of these presents and of the parties hereto that if the said Term hereby demised shall end by the said Robert Lord Romney his Executors Administrators or Assigns
 surrendering up the said demised premises on year and on account of such surrender of the said Island by an Enemy and Damage thereby done as aforesaid before the Expiration of the whole Term of thirty years
 and an half for the said Term granted herein the said Robert Lord Romney his Executors Administrators or Assigns shall not be obliged to pay but shall have remitted to him or them so much as the
 amount of the said second Appraisalment of the said Buildings shall fall short of the first Appraisalment thereof by means of such surrender and Damage thereby done **And** it is hereby further agreed
 by and between the said parties hereto and the express intent and meaning both of them and of these presents is that if any new or additional Buildings beyond such as are now standing on the said
 hereby demised Vaudd shall be erected by the said Robert Lord Romney his Executors Administrators or Assigns during the Term hereby demised then the same persons as shall at the end or other sooner
 Determination of the Term hereby demised so value and appraise the said Buildings or what shall then be remaining thereof which are now shortly to be appraised as aforesaid shall also separately value
 and appraise the said new and additional Buildings and if the said Christopher Jefferison his Heirs or Assigns shall think fit to pay to the said Robert Lord Romney his Executors Administrators
 or Assigns such appraised Value of such new and additional Buildings the same shall be left standing on the hereby demised Vaudd for the benefit of the said Christopher Jefferison his Heirs
 or Assigns But if the said Christopher Jefferison his Heirs or Assigns shall not think fit so to pay such appraised Value thereof then the said Robert Lord Romney his Executors Administrators
 or Assigns shall be at liberty to take and pull down the same and carry away all the parts and Materials thereof for and use and their own use and property **And further** it is agreed by and between
 the said parties hereto that if at the end Expiration or other sooner Determination of the Term hereby demised there shall be standing and growing any Sugar Canees planted by the said Robert Lord
 Romney his Executors Administrators or Assigns on the said hereby demised Vaudd or any part thereof then also if the said Christopher Jefferison his Heirs or Assigns shall so wish
 require the same shall be valued and appraised by the said persons so then to value and appraise the several Buildings before mentioned and the said Christopher Jefferison his
 Heirs or Assigns paying to the said Robert Lord Romney his Executors Administrators or Assigns the amount of such Valuation and Appraisalment thereof the same shall be left on the said Vaudd for the benefit of the
 said Christopher Jefferison his Heirs or Assigns but if the said Christopher Jefferison his Heirs or Assigns shall not be willing to take and pay for the said Sugar Canees or and
 according to such Appraisalment then the said Robert Lord Romney his Executors Administrators or Assigns shall be allowed such farther Term and Time in the said demised Vaudd
 and premises for the cutting off the said Canees and making the same into Sugar and Rum or otherwise as they shall think proper for that purpose not exceeding the space of six
 months next after the Expiration of the said Term hereby demised any thing therein before contained to the contrary thereof in any wise notwithstanding **Provided** always And it
 is the true intent and meaning of these presents that in case of the said Robert Lord Romney his Executors Administrators or Assigns so holding the said premises for that
 purpose last before mentioned beyond the said Term of thirty years and an half year hereby demised he or they shall pay to the said Christopher Jefferison his Heirs or Assigns Rent
 for the same during the time he or they shall so hold the said demised premises in proportion to the Rent hereby reserved **And** also **Provided** that during the time he or they shall in that case so
 hold over the said demised premises after the Expiration of the Term hereby demised the said Christopher Jefferison his Heirs or Assigns shall have liberty to enter on such vacant parts of
 the said demised Vaudd not holding any Canees growing thereon as shall be fit to manure cultivate or plant in Order to manure cultivate or plant the same as the same be not done in such
 sort as to prejudice the said Robert Lord Romney his Executors Administrators or Assigns in the working cutting and taking off the said Canees so then to be standing and growing **And** lastly
 the said Christopher Jefferison his Heirs or Assigns doth hereby covenant promise and agree to and with the said Robert Lord Romney his Executors Administrators
 and Assigns that he the said Robert Lord Romney his Executors Administrators and Assigns well and truly paying the said several Rents and half yearly sums of two hundred
 pounds therein before reserved and made payable at the place and at such several times and in such manner as the same ought to be paid according to the true intent and meaning of this and of
 indenture and duly performing and keeping all and singular the Covenants Conditions Articles provisions and Agreements therein before contained on his and their parts to be
 done performed and kept shall and lawfully may hold have use enjoy possess and enjoy all and every the Plantations Vaudd Buildings and premises therein before mentioned to be hereby demised with
 their and every of their Appurtenances and have receive and take the Rents Issues and profits thereof to his or their own use or use for and during all the said Term hereby demised without any the lawful
 Let hindrance Trouble Disturbance or Interruption of or by the said Christopher Jefferison his Heirs or Assigns or by any person or persons whatsoever save and except in the case of an Invasion by an Enemy
 as aforesaid **In witness** whereof the said parties to these presents have hereunto deliberately set their hands and seals the Day and Year first above written.

Romney





This Indenture

made the Twentieth ffifta Day of March in the Year of Our Lord One thousand seven hundred and ffifty eight And in the Twentieth ffirst Year of the Reign of Our Sovereign Lord George the Second by the Grant of God of Great Britain France and Ireland King Defender of the Faith

Between Christopher Deaffreson of Dullingham in the County of Cambridge Esquire of the One part and the Right Honourable Robert Lord Romney of the Other part **Witnesseth** that as well for and in Consideration of the Sum of ffive thousand Pounds of Lawfull Money of Great Britain to the said Christopher Deaffreson in and by the said Robert Lord Romney at and before the Executing and Delivery of these presents well and truly paid or seemed to be paid (the Receipt of which said Money or Security for the same as if actually paid the said Christopher Deaffreson Doth hereby Acknowledge and Declare himself fully Satisfied concerning) as also of the yearly Rent and Covenants hereinafter reserved and contained in the Tenants or Lessees Part to be paid and performed unto the said Christopher Deaffreson **With** Granted devised Deceased Sett and to remain Sett and by these presents **Doth** Grant devise Deceased Sett and to remain Sett unto the said Robert Lord Romney **All** that is the said Christopher Deaffreson's Plantation or Part of Land situate in the Parish of Saint Thomas Middle Island in the Island of Saint Christopher one of the British Westward Caribbee Islands in America which Plantation now is or heretofore was called or known by the Name of Whitfield Manor and contained by Estimation Acres (be the same more or less) and is lying in a part contiguous to the Sea and in other Part to the Town of Old Road in the said Island of Saint Christopher or howsoever otherwise the same Plantation is abutting and bounded or what soever other Quantity or Number of Acres the same may contain (the Lands and Plantation hereby devised or meant or mentioned to be devised being the same Lands and Plantation which now are or late were in the Actual Tenure or Occupation of the said Robert Lord Romney under and by Virtue of a Devisse the Copy whereof made by Christopher Deaffreson late of Dullingham and aforesaid Esquire Deceased ffather of the said Christopher Deaffreson Party hereto to Charles Pyne late of the said Island of Saint Christopher Esquire deceased ffather of Pristilla the Wife of the said Robert Lord Romney for a Term of Years expiring on or about the Day of the date of these presents with all and singular Dwelling Houses Mills Messuages or Tenements ^{all other the Lands Tenements and} Buildings whatsoever on the said Plantation or Lands or any part thereof erected standing and being **As Also** all these several and sundry Messuages Lands Tenements or Premises are or were or by whatsoever Names or Descriptions the same are in or by such former Devisse called ascertained or described Together with all and singular Dwelling Houses Messuages Buildings or Premises belonging or appertaining or heretofore used occupied or enjoyed or accepted reputed or taken as part thereof **To have and to hold** the said Plantation or Part of Land Messuages Buildings and all and singular other the Premises herebefore mentioned to be hereby granted or devised to the said Robert Lord Romney his Executors Administrators and Assigns from the Day of the Date of this Indenture for and during and unto the full End and Term of Twenty Years and One half Year from thence next ensuing and fully to be compleat and ended **Yielding and Paying** heretofore unto the said Christopher Deaffreson his Executors or Assigns on the Royal Exchange of the City of London for the ffirst Twenty Years of the said Term hereby devised the yearly Rent or Sum of ffour hundred Pounds of good and lawfull Money of Great Britain by two equal half yearly Payments that is to say the Sum of Two hundred Pounds of Lawfull Money aforesaid on the Twentieth ninta Day of September and the like Sum of Two hundred Pounds on the Twentieth ffifta Day of March in every Year the ffirst of such half yearly Payments to be made on the Twentieth ninta Day of September next ensuing the Date of these presents **And also** the like Sum of Two hundred Pounds of like Money for the last half Year of the said Term of Twenty x Years and an half Year hereby devised All which said half yearly Payments of Two hundred Pounds each to be made and paid ffree of all Taxes Charges Impositions and Assessments whatsoever **And** the said Robert Lord Romney for himself his Executors Administrators and Assigns Doth hereby Covenant Promise and Agree to and with the said Christopher Deaffreson his Executors and Assigns that the said Robert Lord Romney his Executors Administrators or Assigns some or one of them shall and will well and truly during the said Term hereby devised pay or cause to be paid unto the said Christopher Deaffreson his Executors or Assigns all and every the said half yearly Sums of Two hundred Pounds each so herebefore reserved and made payable at the Place and in manner and at the several Days and times so above limited and appointed for the Payment thereof according to the true intent and meaning of these presents without any Deduction Defalcation or Abatement for or in respect of any Taxes Charges Assessments or other Matter or Thing whatsoever **As also** will at the End of every Two Years during the said Term hereby devised ship or Cause to be shipped on Board some good ship or Vessel lying in some Port of the said Island of Saint Christopher and bound for the Port of London in England fforty Tunnels of good pure and sound Rum Consigned to and for the use of the said Christopher Deaffreson his Executors or Assigns or his or their Order **And also** shall and will during the Term hereby devised bear pay and discharge all and all manner of such Taxes Charges Rates Assessments and Impositions whatsoever Ordinary or Extraordinary by the Legislature of the said Island of Saint Christopher or by any Power or Authority whatsoever to be Taxed Assessed or imposed on the Plantation Lands or Premises hereby devised or on any part thereof or on the Owners Landlords or Occupiers thereof for or in respect of the same or any part thereof or of the Rent hereby reserved or any part thereof as shall become due and payable during the Term hereby devised **And also** shall and will at the End Expiration or other sooner Determination of this present Devisse peaceably and quietly Leave and Surrender and yield up unto the said Christopher Deaffreson his Executors or Assigns all and singular the said Plantation Lands Buildings and Premises hereby devised and every Part thereof with their and every of their Appurtenances **Provided always** and these presents are on this Condition nevertheless that if it shall happen the said half yearly Sums of Two hundred Pounds or any or either of them shall be behind or unpaid in whole or in part by the space of ffifty Days next after any or either of the Days or times on which the same ought to be paid as aforesaid (being lawfully demanded) that then and from all times hereafter it shall and may be lawfull to and for the said Christopher Deaffreson his Executors and Assigns into and upon the said Plantation Lands Buildings and Premises and all and singular other the Premises herebefore mentioned to be hereby devised and every Part and Parcel thereof with their and every of their Appurtenances wholly to recover and the same to have again retain repossess and enjoy as in this and their first and former Estate as fully and effectually as if these presents had never been made and executed and the said Robert Lord Romney his Executors Administrators and Assigns and all other Tenants and Occupiers of the said Premises or any Part thereof hereout and from thence utterly to expel put out and remove any thing herebefore contained to the contrary hereof in anywise notwithstanding **Provided also** always and it is hereby further agreed by and between both the said Parties to these presents that if at any time before the Expiration of this Devisse there shall happen to be any Subversion of the said Island of Saint Christopher by the Subjects of any Primate State or Potentate to be taken at War with the Crown of Great Britain and such Enemy shall Destroy or Lay Waste any of the Messuages or Buildings to be taken standing and being on any of the Lands hereby devised to the Value or Amount of ffour hundred Pounds of Lawfull Money of Great Britain or upwards taken and in such Case the said Robert Lord Romney his Executors Administrators or Assigns if he or they shall so find it may at any time within One Year after such Subversion made and such Damage hereby sustained Leave Surrender and Give up All the said hereby devised Lands and Premises to the said Christopher Deaffreson his Executors or Assigns the said Robert Lord Romney his Executors Administrators or Assigns at least six Calendar Months before such Surrender made of this or their intention so to do and paying all the Rent due to the Day of such Surrender made either for an entire half Year or apportioning the same for such Part of a half Year

Sealed and delivered (being first
Carefully stamped) in presence of us.

Dr Baker
Sam. H. Wells

Five or six hundred \$5000 shares of stock

to the Dr. Wells for the purpose of a
for 30 years or on half term
25th March 1853
Certificate of stock from the Saffron Walden
Company



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