

Newport on Rhode Island in New England March the 10th: 1656
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An agreement of several of the free Inhabitants of Rhode Island etc. concerning the purchasing of a certain Island (called Conanicut) near adjacent to Rhode Island in New England aforesaid, which agreement is ratified and confirmed by those of us whose Names are hereunto subscribed, for ourselves our Heirs, Executors, Administrators and Assigns this said agreement being grounded upon the Reasons and Occasions following

Viz:

First forasmuch, as it is frequently declared that of late there have been endeavors used by some who are neither inhabitants of this Island nor members of this Colony, to get into their possession and power of disposal the abovesaid Island Conanicut, And –

Secondly considering how Commodiously the said Island lies for the enlarging the accommodations of some of us, in regard of the nearness of it to our dwellings, As also considering the great straight that many of us are in for want of commonage for Cattle, as also for other occasions therefore And for the preventing any foreigners getting it into their possession. whereby inconvenience and disturbance, might possibly, yea, and probably, arise to the Government of this Colony.

We whose Names are hereto subscribed do as abovesaid for ourselves our Heirs, etc. agree as follows: Viz:-

First That for the procuring the aforesaid Island Conanicut for the occasion aforesaid we do hereby Authorize and appoint, seven of our own Number, -- Namely William Coddington Esq., Benedict Arnold Sr., William Brenton or in his absence William Baulstone in his stead, also Richard Smith Sr., or in his absence his Son Richard Smith of Narragansett. also Captⁿ John Cranston, Caleb Carr and John Sanford, to use the best of their endeavors thereby to Make A full and firm purchase of the aforesaid Island Conanicut, for and to themselves and for the rest of us whose Names are in this present writing, hereafter in order Mentioned, and also hereunto Subscribed, - and to the End premised, the persons above Named are hereby fully and absolutely empowered and Authorized (they or the major part of them after due Notice given to the whole Seven, upon any such occasion, from Either of them) to meet, and confer on the said occasion, & the Major part of the Said seven meeting, and agreeing, upon any direction to Either of themselves, or others, as they see cause to employ about the getting assurance from any Sachem etc. of the Indians, shall be lawful and Authentic for or concerning the said Island Conanicut as also for the Island called

Dutch

Dutch Island to the intent abovesaid, and further, we every one Engage ourselves not to do nor act anything concerning the said Islands, or Either of them, without order Expressly under the hands of the Major part of the aforementioned Trustees, and then to no other End and purpose, but for the use of the purchasers according to the contents of this present, writing, Whereupon all of us the subscribers do engage ourselves, upon forfeiture of all Right forever, in Either of the foresaid Islands upon what accompt or pretence Soever Either of us may have ground of claim to any part of the premises, in case of acting Contrary to this present Article and engagement

Secondly for the preventing of after differences, about the dividing and sharing of the premised intended purchase We Agree and conclude that the proportion to each purchaser shall be shared as is hereafter particularly expressed, Viz:

William Coddington of Newport Esq., and Benedict Arnold of Newport Sr. shall each of them pay one twentieth part of the whole charge, And shall Each of them Receive one twentieth part of the premised purchase, And William Brenton Merchant, shall pay one fortieth part and one hundred & Eleventh part of the whole charge, And shall Receive one fortieth part and one hundred and Eleventh part of the premised purchase, And Richard Smith Sr., Captⁿ John Cranston, Richard Smith, Jr, Robert Carr, Caleb Carr, Francis Brinley, James Smith, John Greene James Barker, James Rogers, John Sailes, Valentine Whitman, and John Sanford shall Each of them pay one fortieth part of the whole charge, and shall Receive one fortieth part of the premised purchase. And John Clarke, Richard Tew, John Roome And Joseph Clarke, shall Each of them pay one fifty fourth part of the whole charge, And shall Each of them Receive one fifty-fourth part of the premised purchase, And William Baulstone, Walter Conigrave shall Each of them pay one sixtieth part of the whole charge, And shall Each of them Receive one sixtieth part of the premised purchase, And James Babcock, Richard Knight, and Thomas Brownell shall each of them pay one Sixty Seventh part of the whole charge, And shall Receive Each of them one Sixty Seventh part of the premised purchase -- And Captⁿ Adam Mott, John Easton, Thomas Clarke, William Vaughan, William Weeden, Captⁿ Thomas Cook, Edward Greenman, Daniel Wilcox, John Porter, John Briggs, Henry Bull, having promised his son Jereth his share, aforesaid, John Gould, Thomas Gould and Daniel Gould, shall Each of them pay one hundred and eleventh part of the whole charge, And shall Each of them Receive, one hundred & eleventh part of the premised purchase, And Captain Randall Holden, and Samuel Sanford shall Each of them pay one hundred and fiftieth part of the whole charge, And shall Each of them Receive one hundred and fiftieth part of the premised purchase. And Emanuel Wooly, Matthew West, John Greene of Warwick Jr., Mark Lucar Stephen Wilcox, William Havens, Joseph Terry, Edward Thurston, Lawrence Turner, Thomas Waterman, George Lawton, Richard Card, Tobias Saunders, Jeremy Willis, John Vaughan, Thomas Hart, Richard Bulgar, Anthony Low, Christopher Almy, Richard Dune, Thomas Dunger, Thomas Walston, John Peabody, William Jefferay, Henry Timberlake, shall Each of them pay one two hundredth part of the whole charge, And shall Each of them Receive one two hundredth part of the premised purchase, And John Tripp, Thomas Waite, Richard Sisson, Edward Larkin,

Robert Bennett, Thomas Tooley, And John Cooke, shall Each of them pay one two hundred & fiftieth part of the whole charge, and shall each of them Receive one two hundred & fiftieth part of the premised purchase, And Thomas Newton, William Lytherland, William Earle, William Case, John Anthony, Robert Taylor, Samuel Hubbard Robert Burdick, Robert Spink, Robert Hazard, Samuel Billings, Thomas Baker, Thomas Manchester, William Hall, Thomas Fish, William Codman, Edward Richmond, Nicholas Brown, Henry Stevens, John Fairfield, Jeremiah Clarke And Latham Clarke shall Each of them pay one three hundredth part of the whole charge, And shall each of them Receive one three hundredth part of the premised purchase, And George Bliss, Marmaduke Ward, Bartholomew Hunt, Ichabod Sheffield, John West, Joseph Ladd, and Andrew Langworthy, shall Each of them pay one, four hundred and fiftieth part of the whole charge, And shall Each of them Receive one four hundred and fiftieth part of the premised purchase, And Thomas Cass, Anthony Ravenscraft, Thomas Oliver, And John Fones, shall Each of them pay one nine hundredth part of the whole charge, And shall Each of them Receive one nine hundredth part of the premised purchase,

Thirdly We do jointly agree, that Sixteen persons shall be and stand A perpetual Council or Committee, who shall have from hence forward the power, (they or the major part of them agreeing) to Nominate and appoint Seven of their own number and to empower and Authorize the said seven with full power to Manage all Matters, concerning the premises from time to time, as occasion shall present, which Sixteen persons have also already Nominated the said seven persons, as they are mentioned in the first Article of these presents, and are hereby confirmed, according to the Contents of these presents, until, the said sixteen hereafter Named shall see cause to change any of the said Seven, and place another of themselves in his or their Rooms, which may not lawfully be done, but in a meeting of the said Sixteen, or the Major part of them, which Meeting shall not be accounted Authentic, Except every one of them have notice given him (in Season) of the time and place of Meeting, by some other of themselves thereto appointed and in case any of the Sixteen hereafter Named Die or remove away, or be by breach of any Article unable to hold his share in the premises, or have sold or given away his proportion, or be otherwise disabled to act in the premises, then it shall be and is in the power of the Remaining fifteen, (or so many as remain capable to act) or the major part of them orderly met as aforesaid from time to time to Nominate, And Elect one of the most able of the purchasers as may be in their judgment thought fit to be in the failing parties' Rooms etc, and the Sixteen that are at present deputed and Authorized to the intent aforesaid, Are William Coddington Esq., Benedict Arnold Sr., both of Newport William Brenton of Boston, Merchant or in his absence William Baulstone for him, Richard Smith Sr. & Richard Smith Jr., both of Narragansett, Captⁿ John Cranston, Richard Tew, Joseph Clarke, John Greene, Richard Knight, Caleb Carr, James Barker, and Mark Lucar all of Newport, John Roome, Mr William Baulstone and John Sanford all of Portsmouth.

Fourthly It is agreed that if any of those before Mentioned purchasers do absolutely refuse to accept of being A purchaser, or do not come in at or before the first of April in the year 1658 and subscribe their Names unto these Articles of agreement, all such persons shall forfeit and lose their premised shares as above Mentioned. And the –

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the aforementioned Trustees upon Notice thereof Received have full power to Nominate and make choice of another or others in his or their Room, or otherwise to dispose of the said share or shares (so forfeited) to the public and proportionable, behoof of the purchasers.

Fifthly We agree that the aforementioned Trustees: are Authorized and empowered to engage and disburse upon all the occasions concerning the premised purchase, and to keep accompts of all the said disbursements and to Exhibit the said accompts to the Rest, and demand repayment, according to Each man's proportion, of the premised disbursements, and Each person shall bring in his proportion of all the said charges to that party of those aforementioned Trustees, whom the Trustees shall inform them is to Receive it, and who so fails of bringing in the said proportion shall have no deed for, nor possession of his proportion in the purchase until he hath paid as aforesaid, and if any fail of Bringing in his pay, or of agreeing with the Trustees, or whom they shall inform, it shall be paid to, within thirty days after demand or information as aforesaid he shall then allow and pay, together with his proportion, after the Rate of twenty in the hundred, for the forbearance thereof, and so shall have the liberty of one whole year after the first demand to pay the same. but if at the year's End he also fail to pay as aforesaid or fail of Agreeing with the disbursers, then the said failing party's share, shall Return to be disposed of by the Trustees aforesaid for the use and behoof of the purchasers aforesaid, provided that the Trustees pay both the principle and the forbearance to the premised Disburser, within thirty days after such share so comes to their dispose as aforesaid, or else the Said Share Shall remain forever in the said disburser's possession or be at his Disposal, and for own proper Benefit to whom the money was due to be paid –

Sixtly That if any of those beforenamed purchasers, shall not in season, as in the Article above written is specified, pay their afore premised proportions or (though paying it yet) do not, according to proportion, bear and pay their proportion of the charge, that may arise by Reason of Controversies or Suits of law about the premises, or other charges that are Necessary for the assurance and Maintenance of all our Rights together in the premised purchase, then such person or persons' Share or shares shall in case of such default Return to the purchasers' Behoof, as shall be ordered by the Trustees as aforesaid.

Sevently We agree that it shall not be lawful for the purchasers or Any of them to dispose or Make any Sale of their or any of their proportions of the premised purchase (as mentioned in the second Article) but only to a purchaser or purchasers of the premises, Except the Aforesaid Trustees being orderly Met, or the Major part of them, approve thereof and consent to the sale thereof to anyone which is not a purchaser, by A writing signed under the hands of the said Trustees or the Major part of them, to signify their Assent thereto, and this injunction to be of full force until the aforementioned Trustees or the Major part of them shall see cause to alter it, and in case any of the Said purchasers shall otherwise dispose of his said purchased part, than as aforesaid, then the said proportion, is hereby declared to be forfeit to the purchasers, and may be seized on by the Trustees for the use and Behoof of the purchasers.

only

Only in case of the decease of any of the purchasers aforesaid, his or their proportion shall remain to his or their lawful Heirs, which Heirs are to observe all the orders and injunctions contained in this present writing.

Eighthly We agree that any grand or fundamental agreements of the purchasers as also any grand deed or deeds had from the Indians concerning the premises shall be kept in the custody of Benedict Arnold of Newport Sr., aforesaid during the time of his being Trustee.

Ninthly We Agree, that John Sanford aforesaid shall be Secretary or Scribe for the purchasers and Trustees, until the aforesaid Trustees or the Major part of them see cause to choose another, and he shall have and keep in his custody True Copies of all material writings And (for such proportionable satisfaction as shall be appointed him by the said Trustees) give forth copies thereof to any of the purchasers that desire it, under his hand as True Copies, as likewise he shall make and sign to Each man's deed that desires it. The aforesaid Trustees making A form of the deed, which shall be given to those that desire it, which shall be an insurance to Each man for his proportion.

Tenthly We Agree, that the premised Trustees beside the charge committed to them in the several Respects aforesaid, have also full power to cause the said Island Conanicut to be surveyed and calculated to the nearest proportion that conveniently it can be done, that so the proportions of the several purchasers may be known, as to the quantity how much Each share will be, and the charge of the said surveying and calculation, to be paid by the purchasers according to proportion and this to be done as it shall appear seasonable to the said Trustees or the major part of them, and in the surveying of the Island premised, the said Trustees are hereby entrusted and Authorized to appoint what highways, and where they shall see Convenient to be left and laid out for perpetuity that so the Remainder may also the better be calculated as in proportion to the division of it, as also the Aforesaid Trustees are empowered and Authorized to lay out about Sixty, two-Acre Shares in some convenient place, for the Situation of A Town with some common adjoining as they the said Trustees shall Judge Necessary and Convenient and to order the disposing the said shares according to their discretion to the behoof of the purchasers.

Eleventhly We agree as touching fencing in of lands on the premised Island Conanicut no man or person shall be compelled to fence in his land until he has occasion and A mind so to do, and wherever it falls out that any line or Range do divide two parcels of land, the said single range or line of fence shall be Equally made and maintained, by the two parties owners of the said parcels, in case they both make use of the said land, But in case any one have a mind to fence his land, he shall not compel the owner of the share that lies next Adjoining on Either side, to fence any part against him unless that party have Benefit of the Middle fence between them, And then look what Benefit or Commodity, he Receives by his Neighbor's fence So much Benefit and Commodity, that Neighbor shall Receive, by his the said party's fence in the said line, And further if any one have helped as aforesaid to set up and Maintain any such partition Lines of fence he is engaged not to Remove or Demolish the same or any part of it to his neighbor's dam-

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Damage although he throw his own land open to the highways or common, but yet having thrown open his land, the other shall maintain that whole Range if he use it, and not Compel him (that hath so opened his own land) to be at any charge about the said fence, until he doth again Receive Commodity by it as aforesaid, And to prevent any prejudicial manners in fencing No man shall set his fence. for such line or Range, but in the Range between the two parcels Except he set it at least two Rod at Every part of the said line within his own land, which two Rod shall then lie perpetual Common, and this to prevent such, as to oppress the adjoining share by setting the fence a little within his own land, that so his Neighbor may have no commodity by his fence, Which that Each one may justly have as is above Expressed is hereby Agreed upon and confirmed.

Twelfthly We Agree, Concerning the Island called Dutch Island aforementioned which Island lies on the west side of and near adjoining to Conanicut, that the said Island shall Remain in Common for the use of all the purchasers Each of them having a proportional Right in the same according to the proportion, they shall enjoy of Conanicut, and the said Dutch Island shall be only for public uses as to put on Calves Rams or other Cattle to Each one's proportional commodity, and shall not be impropiated to any private person, but shall remain at the discretion of the aforesaid Trustees or Major part of them to be improved for the Common behoof of all as aforesaid, And therefore the seven Trustees now already chosen, are not to be altered until there be quiet possession attained of the premises, to which End they are desired and Authorized to spare for No lawful Costs and Means to procure both the said Islands peaceably from the Indians.

Memorandum that Mr. William Baulstone was interlined in the third Article and the word (but) in the seventh Article, and the word (Range) & (if) in the margin: all which particulars were written before the signing hereof.

Lastly. It is agreed and ordered that Joseph Clarke shall subscribe, hereto, in the behalf of his Brother Mr. John Clarke in England, which shall be Authentic. And further We agree that this present Writing shall be of full force and Authority any writings or agreements formerly made Notwithstanding. And this writing Agreed upon March the 10th 1656/57 Is now confirmed and Ratified by us whose names are hereto Subscribed the 12th day of Feb 1657 [1658].