Articles of agreement betwenee Theophilus Eaton & John Davenport & others, English planters att Quinopiocke on the one partye & Momaugin y Indian Sachem of Quinopiocke & Sugcogisim, Quesauach, Caroughood, Wesaucucke & others of his counsell on the other partye, made & concluded the 24th of Novemb' 1638. Thomas Stanton being interpreter.

That hee ye sd sachem, his counsell & company doe jointly profess, affirm & coven', [th]at he ye sd Momaugin is the sole sachem of Quinopiocke, & hath an absolute and independant power to give, alien, dispose or sell, all or any part of the lands in Quinopiocke, & that though he have a soñ now absent, yet neither his sd soñ, nor any other psnon whatsoever hath any right title or interest in any part of the sd lands, soe that whatsoever he, ye forenamed sachem, his counsell & ye rest of ye Indians present doe & conclude, shall stand firme & inviolable against all claimes & pssons whatsoever.

Secondly ye sd sachem, his counsell & company, amongst which there was a squaw sachem called Shampishuh sister to ye sachem, whose either had or p'tended some interest in some part of ye land, remembrand & acknowledging the heavy taxes & eminent dangers w'h they lately felt & feared from ye Pequotts, Moahucks & other Indians, in regard of which they durst not stay in their country, but were forced to flie, & to seeke shelter under the English at Coñecticutt, and observing ye safety & ease ye other Indians enjoy neare ye English, of which benefitt they have had a comfortable taste already since the English began to build & plant at Quinopiocke, which w'h all thankfullnes they now acknowledged. They jointly & freely gave & yeilded up all ye right, title & interest to all ye land, rivers & ponds, trees with all ye libertyes & appurtenances belonging unto ye same in Quinopiocke to ye utmost of their bounds East, West, North, South unto Theophilus Eaton, John Davenport & others, the p'sent English planters there, & to their heires & assignes for ever, desiring from ye sd ye sd English planters to receive such a portion of ground on the East side of the Harbour towards ye fort at ye mouth of ye river of Coñecticott as might be sufficient for them, being but few in number, to plant in; and yet within these limitts to be hereafter assigned to them, they did coven' & freely yeild up unto ye sd English all the meadow ground lying therein, with full liberty to chuse & cut downe what timber they please, for any use whatsoever, without any question, licence or consent to be asked from them ye sd Indians, and if, after their portion & place be limited & set out by the English as above, they ye sd Indians shall desire to remove to any other place within Quinopiocke bounds, but without ye limitts assigned them, that they doe it not without leave, neither setting up any wigwam, nor breaking up any ground to plant come, till first it be sett [ou]t & appointed by ye forenamed English planters for them.

Thirdly ye sd sachem, his counsell & company desiring liberty to hunt & fish [withi]n the bounds of Quinopiocke now given & granted to the English as before, doe [hereby] jo[in]ly coven' & bind themselves to sett noe traps neare any place where ye [    ] whether horses, [ox]en, kine, calves, sheep, goates, hoggs or any sort [........to take] any fish out of any ware belonging to any English, nor to doe any thing neare any such ware as to di[sturb] or affright away any fish to ye p'judice of such ware or wares; & that upon discovery of any inconveni[en]cy growing to ye English by the Indians disorderly hunting, their hunting shalbe regulated and limited for the p'venting of any inconvenience, & yet with as little damage to ye Indians in their hunting as may be.

Fourthly, ye sd sachem, his counsell & company doe hereby covenant and bind themselves ye sd none of them shall henceforth hanker about any of ye English houses at any time when the English use to meete about the publique worship of God; nor on ye Lords day henceforward bee seene within ye compass of ye English towne, beareing any burdens, or offering to truck with ye English for any commoditie whatsoever, & ye sd none of ye henceforward without leave, open any latch belonging to any English mens dore, nor stay in any English house after warninging that he should leave the same, nor doe any violence, wrong, or injury to ye sd psnon of ye English whether man, woman or child, upon any p'tence whatsoever, and if the English of this plantation, by ye sd selves or cattle, doe any wrong or damage to ye Indians, upon complaint, just
recompence shalbe made by yᵉ English; and yᵗ none of yᵗᵗ henceforward use or take any English mans boat or canoe of what kind soever, from yᵗᵗ place where it was fastened or layd, without leave from the owner first had & obtainyd, nor yᵗ they come into yᵗ English towne wᵗ thowes & arrowes, or any other weapons whatsoever in number above 6 Indyans se amid at a time.

Fiifthly yᵗᵗ sᵈ sachem, his counsell & company doe truly covenant & bind yᵗᵗ selves yᵗ if any of yᵗ shall hereafter kill or hurt any English cattle of wᵗ sort soever, though casually or negligently, they shall give full satisfaction for the loss or damage as the English shall judge equall, But if any of yᵗᵗ for any respect, wilfully doe kill or hurt any of the English cattle, upon prooffe they shall pay yᵗ double valew, And if, at any time, any of them find any of the English cattle straying or lost in the woods, they shall bring them backe to the English plantation, & a moderate price or recompence shalbe allowed for their paynes, provided, if it can be proved yᵗ any of yᵗᵗ drove away any of yᵗ English cattle wheresoever they find them, further from yᵗ English plantation to make an incre[ase] or advantage, or recompence for his paynes finding or bringing yᵗᵗ back, they shall in any such case pay damages for such dealings.

Sixthly, the number of yᵗ Quinopyocke Indyans, me[n] or youth growne to stature fit for service being forty seven at pᵗpent, they doe covenant and bind yᵗᵗ selves not to receive, or admitt any other Indians amongst them without leave first had & obtainyd from yᵗ English, & that they will not, at any time hereafter, entertaine or harbo⁰r any that are enemies to yᵗ English, but will pᵗently ap'hend such & deliver yᵗᵗ to yᵗ English, and if they know or heare of any plott by yᵗ Indyans or others against yᵗ English they will forthwith discover & make yᵗ same knowne to yᵗᵗ, & in case they doe not, to be accounted as partyes in yᵗ plott, and to be proceeded against as such.

Lastly yᵗᵗ sᵈ sachem, his counsell & company doe hereby promise truly & carefully to observe & keepe all & every one of these articles of agreemᵗ, & if any of yᵗ offend in any of yᵗᵗ prmisses, they jointly hereby subject & submitt such offendo’t or offendo’s to yᵗ consideration, censure & punishmᵗ of the English magestrate or officers appointed among them for governemᵗ without expecting yᵗ yᵗ English should first advise with yᵗᵗ about it, yet in any such case of punishmᵗ, if the sᵈ sachem shall desire to know the reason & equity of such pceedings, hee shall truly be informed of the same.

The former article being read & interpʾted to yᵗᵗ, they by way of exposition desired yᵗ in yᵗ sixth article it might be added, that if any of the English cattle be killed or hurt casually, or negligently, & prooffe made it was done by some of the Quinopiocke Indyans, they will make satisfaction, or if done by any other Indyans in their sight, if they doe not discover it, & if able to bring yᵗ offendo’t to yᵗ English they wilbe accounted & dealt with as guilty.

In consideration of all which, they desire from yᵗ English, that if at any time hereafter they be affrighted in their dwellings assigned by the English unto yᵗᵗ as before, they may repayre to the English plantation for shelter, & that yᵗ English will there in a just cause endeavor to defend yᵗᵗ from wronge But in any quarrell or warres which they shall undertake, or have wᵗ other Indyans, upon any occasion wᵗ soever, they will maⁿage their affayres by yᵗᵗ selves without expecting any ayd from the English.

And the English planters before mentioned accepting and graunting according to yᵗ teñor of the p’mises, doe further of their owne accord, by way of free & thankefull retribution, give un[to] yᵗᵗ sᵈ sachem, counsell & company of yᵗ Quinopiocke Indians, twelve coates of English trucking cloath, twelve alcumy spoones, twelve hatchetts, twelve hoes, two dozen of knives, twelve porengers & foure cases of French knives and sizers; All which being thankfully accepted by yᵗ aforesᵈ & yᵗ agreements in all points perfected; for rattification & full confirmation of the same, the Sachem, his counsell & sister, to these p’sents have sett to their hands or markes ye day & year above written.

Momaugin his marke
Sugcogisin his marke
Quesaquasha his mark
Carroughood his marke
Weesancuck his mark
Shaumpishuh her marke

I, Thomas Stanton, being interpreter in this treaty, doe hereby profess in ye p'sence of God, yt I have fully acquainted the Indyans with ye substance of every article, & truly returned their answer & consent to the same, according to ye tenno'f of the foregoing writeing, the truth of which, if lawfully called, I shall readily confirme by my oath at any time.

Thomas Stanton.