Agreement between the English Planters of Quinnipiac and the Quinnipiac People

November 24, 1638

Articles of agreement between Theophilus Eaton & John Davenport & others, English planters att Quinopiocke on the one partye & Momaugin ye Indian Sachem of Quinopiocke & Sugcogisin, Quesaquach, Caroughood, Wesaucucke, & others of his counsel on the other partye, made & concluded the 24th of November 1638.

Thomas Stanton being interpreter.

That hee ye sd sachem, his counsel & company doe jointly profess, affirme & convent, that he ye sd Momaugin is the sole sachem of Quinopiocke, & hah an absolute and independent power to give, alien, dispose or sell, all or any part of the lands in Quinopiocke, &son that though he have a son now absent, yet neither his sd son, nor any other pson whatsoever hath any right title or interest in any part of the sd lands, soe that whatsoever he, ye fornamed sachem, his counsel & ye rest of ye Indians present doe & conclude, shall stand firme & inviolable against all claimes & psons whatsoever.

Secondly ye sd sachem, his counsel & company, amongst which there was a squaw sachem called Shampishuh sister to ye sachem, whoe either had or pretended some interest in part of ye land, remembering & acknowledging the heavy taxes & eminent dangers which they lately felt & feared from ye Pequotts, Mohaucks & other Indians, in regard of which they durst not stay in their country, but were forced to flie, & seeke & ease yt other Indians enjoy neare ye English, of which benefitt they have had a comfortable tast already since the English began to build & plant at Quinopiocke, which with all thankfulness they now acknowledged. They jointly & freely gave & yielded up all ye right, title & interest to all ye land, rivers & ponds, trees with all ye utmost of 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 present English planters there, & to their heires & assigns for ever, desiring from ye sd English planters to receive such a portion of ground on the East side of the Harbor towards ye fort at ye mouth of ye river of Conecticott as might be sufficient for them, being but few in number, to plant in; and yet within these limits to be hereafter assigned to them, they did covent &freely yield up unto ye sd English all 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 limits assigned them, that they doe it not without leave, neither setting up any wigwam, nor breaking up any ground to lant corne, till first it be sett out & appointed by ye fornamed English planters for them.

Thirdly ye sd sachem, his counsel & company desiring liberty to hunt & fish within the bounds of Quinopiocke now given & graunted to the English as before, doe hereby jointly covent & bind themselves to sett noe traps neare any place where ye (?) whether horses, oxen, 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 disturb or affright away any fish to ye prejudice of such ware or wares, & that upon discovery of any inconveniency growing to ye English by the Indians disorderly hunting, their hunting shall be regulated and limited or the preventing of any inconvenience, & yet with as little damage to ye Indians in their hunting as may be.

Fourthly, ye sd sachem, his counsel & company doe hereby covenant and bind themselves yt 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, bearing any burdens, or offring to truck with ye English forany commodity whatsoever, & yt none of ym henceforward without leave, open any latch belonging to any English mens dore, nor stay in any English house after warneing that he should leave the same, nor doe any violence, wrong, or injury to ye pson of ye English whether man, woman or child, upon any pretense whatsoever, and if the English of this plantation, by ymselves or cattle, doe any wrong or damage to ye Indians, upon complaint, just recompence shall be made by ye English; and yt none of ym henceforward use or take any English mans boate or canoe of what kind soever, from ye place where it was fastened or layd, without leave from the owner first has & obtained, nor yt they have with other Indians, upon any occasion whatsoever, they will manage their affayres by ymselves without expecting any ayd from the English.

And the English planters before mentioned accepting and graunting according to ye tenor of the promises, doe further of their owne accord by way of free & thankefull retribution, give unto ye sd sachem, counsel & company of ye Quinopiocke Indians twelve coates of English trucking cloath, twelve alcumy spoones, twelve hatchets, twelve hoes, two dozen of knives, twelve porengers & foure cases of French knives and sizers; All which being thankfully accepted by ye aforesed & ye agreements in all points perfected; for ratification & full confirmation of the same, the Sachem, his counsel &sister, to these presents have sett to their hands or markes ye day & year above written.

Momaugin his marke

Sugcogisin his marke

Quesaquaush his marke

Carroughood his marke

Weesaucuck hos marke

Shaumpishuh her marke