

N<sup>o</sup> 108.

MEMORANDUM OF AGREEMENT made the *Nineteenth*  
Day of *March* in the Thirty Second Year of the Reign of our  
Sovereign Lord *George* the Third, by the Grace of God of Great Britain, France, and  
Ireland King, Defender of the Faith, and in the Year of our Lord One Thousand  
Seven Hundred and Ninety-Two, Between Us, *Henry Hew Dalrymple*, Esquire, Governor,  
*John Young*, Esquire, Lieutenant-Governor, *Sir William Halton*, Bart. *John King*, *Philip*  
*Beaver*, *Peter Clutterbuck*, ~~*Clotworthy Upton*~~, *Francis Brodie*, *Charles Drake*, *John Paiba*,  
*Richard Hancorne*, *Robert Dobbin*, and *Isaac Ximenes*, Esquires, Council of a Colony  
about to be settled on the Island of *Bulam*, or on some other Spot on the Coast of  
Africa, of the One Part; and *Adam Appelleis*

a Purchaser of a Grant of Land in the said intended Settlement, of the Other Part;  
that is to say, The said Governor and Council hereby COVENANT, PROMISE and  
AGREE, that in Consideration of the Sum of *Thirty Pounds*  
of good and lawful Money of  
Great Britain, paid by the said *Adam Appelleis*  
as the Purchase Money of *Five Hundred*  
*Adam Appelleis* Acres of Land in the said intended Settlement, the said  
*Adam Appelleis* shall be fully intitled to a Grant in favour of  
himself, and his Heirs or Assigns, for ever, of such *Five Hundred*  
Acres, to be regularly made out and signed by the said Governor and Council, as soon  
as possible after taking Possession of the said Island, or any other Spot on the Coast of  
Africa, where such Settlement may be made. AND it is hereby further COVENANTED  
and AGREED, that the said *Adam Appelleis*

and his Heirs or Assigns, for ever, shall be intitled, in  
the said Grant of his Share of Land, to an Allotment of One Acre of Land within the  
Limits of the Town, to be considered as a Town Lot, for the purpose of erecting Stores  
and other Buildings. And it is hereby further COVENANTED and AGREED, that all  
Lands to be taken possession of by us the Subscribers, that shall not be subscribed for, or  
granted to Purchasers, or given to Yeomen, on the Day of the Sailing of this Expedi-  
tion from England, shall be considered to belong to the Purchasers of Lands (except  
such Purchasers as shall have renounced all Right thereto, at or before the Date of this  
Agreement) as well as to the Original Subscribers, in just Proportions, according to the  
Proportion of Shares subscribed for, or granted to Purchasers; and whatever shall arise  
from the Sale or Division of all or any part thereof, to be considered as an Appendage to  
their respective Shares of Land, and in no other light whatever. AND we do hereby  
moreover, further COVENANT and AGREE, that if, from any unforeseen Event,  
a Settlement on the Island of *Bulam*, at present intended, should be found impracticable;  
or, if the Settlers should, after having attempted or formed a temporary Settlement, think  
proper to abandon it, this Covenant and Agreement are to be understood to extend to any  
other Spot on or near the Coast of *Africa*, whereto the Settlers may resort; and all the  
Concern, Advantages, and Engagements of the Purchasers of Lands, as well as of such  
Settlers, to be thereto transferred. And all and every of the aforesaid Covenants, En-  
gagements, and Provisions, between the Settlers and Purchasers of Lands, We, the said  
Governor and Council, faithfully bind and oblige Ourselves to perform and strictly  
observe;

observe; and each of us who shall fail herein, shall pay to the said Settlers and Purchasers performing and observing the Premises, the Sum of *Sixty Pounds* in name of Liquidate Penalty, over and above Performance.

In WITNESS WHEREOF, We, the said Governor and Council, have each of us hereunto severally set our Hands and Seals, the Day and Year first above written.

Sealed and Delivered, (being first duly Stampd) in the Presence of

*J. Heriot Secy*

*H. H. Dalrymple*

*M. Young*

*W. Hallon*

*W. M. M.*

*P. M. B.*

*Isaac Demere*

*Peter Clatterbuck*

*John King*

*R. P. Hancock*

*P. B. M.*

*B. Brodie*