

# CONTRACT TO SERVE THE AFRICAN COMPANY

23 July 1730

This indenture, made the twenty-third day of July, in the year of our Lord one thousand seven hundred and thirty, and in the fourth year of the reign of our sovereign lord, George the Second, by the grace of God, King of Great-Britain, etc., Defender of the Faith, etc., between the Royal African Company of England, of the one part, and Francis Moore of London, writer, of the other part.

Whereas the said Company, upon the good testimony and character they have received of the said Francis Moore, have entertained him, the said Francis Moore, into their service in the quality of a writer at James Fort on James Island, in the River Gambia, or elsewhere, as the Company or any of their governors or chief merchants for the time being at any of their settlements in Africa, within the limits of their charter, shall direct and appoint, for the term of three years certain, to commence from the time of his arrival at James Fort on James Island aforesaid, and for as long time after as he shall be by the said Royal African Company continued in the place or factories hereafter mentioned, to be employed in all or any of their traffic, merchandizes, business, or affairs in any place or places whatsoever in Africa wherein they or any by them authorized shall think fit to use or employ him.

Now this indenture witnesses that the said Francis Moore for himself, his executors, and administrators does covenant, promise, and agree to and with the said Company and their successors by these presents that he, the said Francis Moore, shall and will from henceforth, during the said term of three years, and every part of the same, and for so long time after as he shall be used or employed in the said service of the said Company or their successors, well, duly, and honestly serve the said Company and their successors in all and every such place and places, and all and every such affair and business whatsoever, wherein they or such as shall be authorized shall employ or entrust him.

And shall also from time to time and at all times observe, keep, and pursue all and every the orders, directions, or instructions which from time to time he shall receive from the said Company, or any other person or persons thereto authorized or appointed by them, and to the utmost of his power and skill resist and withstand all and every such person or persons as shall break, or endeavour to break, the said orders, directions, and instructions, or any of them, or shall attempt or practise any matter or thing whatsoever to the hindrance or damage of the said Company or their successors, or of their goods, merchandizes, trade, or any of them or any part thereof.

And as much as in him lies also prevent and defeat all and every such practices, attempts, and actions whatsoever which shall or may tend to the damage, defrauding, or prejudice of the said Company, or their successors, or of their goods or traffic, or any part thereof in any wise.

And that he shall and will from time to time, and at all times from henceforth conceal, without disclosing to any person or persons whatsoever, all such matters as shall be delivered unto him as secrets by any of the agents, factors, or any other officers of the said Company, or their successors, that may any ways concern the said Company or their successors, to have the same concealed.

And further that he the said Francis Moore shall and will from time to time, and at all times from henceforth, give true notice and intelligence, with all convenient speed, unto the said Company or their successors for the time being, or to such as shall be by them authorized in that behalf, or some of them, of all and every intended deceits, wrongs, abuses, breach of orders, inconveniencies, and hindrances as he, the said Francis Moore, shall know or understand or credibly hear to be contrived, done, practised, offered, or intended to be done against the said Company or their successors, or their goods or trade, or any of them, or any person or persons by them employed or in their service in any place or places; together with the names of those persons by whom the same shall be contrived, offered, practised, or intended.

And also that he, the said Francis Moore, shall and will from time to time, and at all times from henceforth, during his said employment, keep a true and particular journal of all his proceedings relating to the affairs of the said Company, and also books of accounts, wherein he shall daily, duly, and truly enter the account of all and every particular buying, selling, receipts, payments, and all other transactions relating to his trust in the said employment; and shall not charge, place, or put to the account of the said Company for any goods, merchandizes, Negro servants, or gold which he shall buy, any more or greater sums, or other things than he shall really and *bona fide* pay, deliver, or exchange for the same. And also shall bring to account in the said books the full rates and prices of all such goods and commodities as he shall sell, barter, or pay in exchange for any Negro servants, gold, elephant's teeth, beeswax, or other commodities which he shall be allowed to purchase for the accounts of the Company. Which said books shall be produced and delivered to the said Company, or any other by them appointed to receive the same, whensoever the same shall be demanded or sent for.

And shall also on demand well and truly deliver and pay unto the said Company or their successors all and every such monies, goods, Negro servants, gold, or merchandize whatsoever, as by the foot of the same account or otherwise shall appear to be due to him, or to remain in his hands or possession, or for which he ought to be chargeable or answerable in any manner whatsoever.

And moreover, the said Francis Moore does for himself, his heirs, executors, and administrators covenant and promise to and with the Company and their successors by these presents that he, the said Francis Moore, shall not, nor will at any time from henceforth during the time of his said service, directly or indirectly, by himself or any other, deal in, use, or practise any buying, selling, trading, bartering, or merchandizing in any gold, Negro servants, ammunition, goods, or commodities of any sort or kind whatsoever. And shall not engage or employ either the stocks of the said Company, or any part thereof, or make use of the credit of the said Company in trading for any commodities, either for himself or any others.

And further, that in case the said Francis Moore shall at any time hereafter, during the time of his employment in the affairs of the said Company, or before he shall be discharged out of their service, directly or indirectly, by himself or any other, with his own money or merchandize, or with his own credit, or with the money, merchandize, or credit of any other, deal in, use, or practise any buying, selling, trading, or merchandizing for himself or for any other person or persons whatsoever, but only to and for the proper use, benefit and account of the said Company or their successors: That then he shall lose and forfeit to the said Company his growing wages or salary hereafter mentioned, and the arrears thereof; and also all such commission money as shall then be or become due to him from the said Company. Nevertheless all and every other the covenants, clauses, contracts, and agreements in these presents contained shall stand and be in full force and virtue.

And moreover, the said Francis Moore does for himself, his heirs, executors, and administrators covenant and grant to and with the said Company and their successors that in case he, the said Francis Moore, or any other in trust for him or by his order and direction, shall, contrary to these presents, buy, barter, sell, trade, or merchandize in or with any of the goods, Negro servants, gold, and merchandize above-mentioned, or in any other goods or merchandizes whatsoever, that then he, the said Francis Moore, his executors and administrators, upon demand after every such buying, selling, trading, or merchandizing in any of the commodities prohibited as aforesaid, or in any merchandize whatsoever, shall and will pay unto the said Company or their successors, for and upon all sorts of merchandize, as a damage already agreed on and adjusted, after the rate or price of £300 Sterling per tun, and so for a greater or lesser quantity than a Tun. And also for gold £4 Sterling per ounce, and for Negroes £20 Sterling for each Negro.

And also, that he, the said Francis Moore, shall from time to time, and at all times from henceforth, with all convenient speed give intelligence and notice to the said Company or their successors for the time being, as well of all and every such person or persons who now are, or at any time hereafter shall be, employed in the service or affairs of the said Company as shall use, exercise, or practise any trading, buying, selling, or

merchandizing in any place or places in any the commodities, Negro servants, gold, or merchandizes above-mentioned, or in any other merchandizes whatsoever, either to, from, or on the coast of Africa aforesaid, or any place within the limits of their charter, other than for the proper account and benefit of the said Company, and their successors; as also of every particular of the same trading and dealing, according to his best knowledge and understanding.

And also that he, the said Francis Moore, shall and will from time to time, when and as often as he shall be thereunto required by letters, orders, or authorities from the said Company, remove to any of their factories where they shall so direct, require, or appoint him.

And also shall come and return for England when he shall be by the order and direction of the said Company thereunto required. And in case the said Francis Moore shall refuse or neglect to remove or to return into England when he shall be thereunto required as aforesaid, that then it shall and may be lawful to and for any person or persons thereunto authorized by the said Company to seize upon the person of him, the said Francis Moore, and send or bring him, the said Francis Moore, to and for England as aforesaid. And also to seize upon, secure. and inventory all and every the goods, merchandizes, Negro servants, gold, and all other the chattels of him, the said Francis Moore, in the parts and places of Africa within the limits of the charters of the said Company, and the same to transmit and send over into England to the said Company, there to rest in the possession of the said Company until the said Francis Moore shall clear his accounts and make good what he shall owe or stand indebted to the said Company.

And lastly, the said Francis Moore does covenant and agree to and with the said Company that he shall and will at all times and in all things during the time of his service as aforesaid, faithfully and diligently use, behave, and demean himself as a good and faithful servant towards the said Company and their successors, and those by them authorized.

And the said Royal African Company, in consideration of the covenants and agreements in these presents contained to be done and performed by him, the said Francis Moore, and provided that the said covenants and agreements be severally and respectively done, performed, fulfilled, and executed by him, the said Francis Moore, and not otherwise, do for themselves and their successors covenant and agree to and with the said Francis Moore that they shall and will pay and allow unto him, the said Francis Moore, the wages and salary of £30 Sterling per annum (and diet according to the Company's present establishment) in manner following (that is to say) two-third parts thereof yearly and every year, and the other third part to remain in the hands of the said Company until the end or expiration of the time agreed upon for him, the said Francis Moore, to serve the said Company and then and upon his, the said Francis Moore's, clearing and evening all accounts which shall be between him and the said Company, the same shall be paid and delivered unto him, the said Francis Moore, his executors, administrators, or assigns.

In witness whereof the said Royal African Company of England has to one part of these indentures caused their common seal to be affixed, and the said Francis Moore to the other part of these indentures has set his hand and seal, the day and year first above-written.