

shall by the Said wharton be here In Employed for euery of th^e Said negroes or Such lesser number as shall by lott fall unto th^e Said Sibery the quantity of three thousand Six hundred and Eighty pounds of Bright and large tobaccoe without ground Leaues and Seconds and In Case the S^d master or p̄son Employed by the said Wharton See Cause to refuse all or Any of Said tobaccoe the said sibury shall within three dayes more giue and Deliuier to the use of th^e Said wharton for Euery such negroe the three first men and within three days more giue and Deliuier to the use of the S^d wharton for Euery such negroe the thre first men Exepected bills of Exchange for twenty two pounds Sterling with Sufficent Caution to the satisfaction of the p̄sons Concerned and Employed herein payable in three Months after Sight att London

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No. 2

the Said Jonathan Sibery doth Couenant and Ingage that till Such time as the Said tobaccoe be by him deliuered and by the p̄son Employed by the S^d wharton Acsepted or till bills of Exchaing to Content be deliuerd he nor any other p̄son shall nor will not upon Any p̄sence of purchase Contract or Any manor of Right Clame nor demand out of the s^d vessell any more negroes then th^e first three which are Allready paid for and that this as is Aboue Exsepted he will Acsept According to Lott and that after the Expiracon of tenn days next Ensueing such vessells Ariuing in S^d Riuer payment being nott tendred or not Accepted as Afore said the said master shall haue Liberty to depart th^e Said Riuer or then at his pleasure to Remyne and disposse of Such neagrees not withstanding any thing Seming to to the Contrary and that th^e S^d Sibery default to Receiue all or any of the number of negroes Ingaged to be deliuerd him from Abord Such vessell by lott as Afores^d Shall be owned by the s^d Sibury and to all intents Interpreted a delinquency and Breach of Contract One his part :

the Said wharton doth Couenant and Ingage that In case of Such damage death disapointment or Accedentes as Aforesaid he be maid incapable of Complying with and deliuiering the negroes as Afores^d to the Said Jonathan Sibery that then within one month after the first Certayne advise here In he will pay to the Said Sibery his heires or Assigns at th^e town of Boston in Newe England Sixty nine pounds of Currant Money of newe England the S^d Sibery or Against giueng full discharge from all Couenants of this Contract upon Receipt of the Afores^d Sume

And Lastly it is Couenanted and agred by and Betweene both parties herein that each for p̄formance of his respectiue part Stand firmly bound by other in the Some of one hundred pounds Sterling payable by the Said parties diling^t to the parties obseruant and it to be und^rstood that one the parts and behalves of the Said wharton neither the Said three first menconed negroes nor Sixty nine pounds menconed are to be accompted any part of his penalty In wittness whereof