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Articles of Agreement between Arthur McKenzie and Lowbridge and Richard Bright; correspondence to Lowbridge Bright from David Duncomb relating to business concerns in Jamaica. (1 of 18)

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Entered into this

Day of Decr 1783

~~Memorandum~~ of Articles of Agreement between Arthur M'Kenzie Esq. of the  
Island of Jamaica and M<sup>r</sup>. Low<sup>Junr</sup> Rich<sup>d</sup> Bright of the City of Bristol Esq.  
Parties.

The S<sup>r</sup>. Arthur M'Kenzie being indebted to Low<sup>Junr</sup> Rich<sup>d</sup> Bright in the  
sum of £5000. Sterling, <sup>He has</sup> to secure the repayment <sup>there</sup> of which ~~he has~~  
given them a Bond with a confession of Judgement to be entered up  
in Jamaica immediately.

But in order to prevent <sup>their Vendition</sup> Execution being issued by the said L<sup>rd</sup> B<sup>ts</sup> -  
A M'Kenzie, hereby engages without delay to grant them as a further  
security for the same, a Mortgage <sup>situate at the Parish of Clarendon in the Island</sup> on his Pen & Sugar Estate, with  
of Jamaica  
183 Negroes, 60 Steers, 60 Mules, together with all works, Buildings  
utensils & <sup>Servitudes</sup> Thores & Mills belonging, - and likewise the Redemtion of 20 Negroes  
the property of M<sup>rs</sup> Mary M'Kenzie - mother to the said M'Kenzie, during  
her life, and that he will also use his endeavors with M<sup>rs</sup> M'Kenzie  
his wife that she shall join in this Mortgage for securing to the  
1. L<sup>rd</sup> B<sup>ts</sup> - certain other negroes which are her property & in which  
the said M<sup>r</sup>. A M'Kenzie, has now only a Life Estate.

And he also engages to consign to the said L<sup>rd</sup> B<sup>ts</sup> the whole Produce  
of his Estate both in Sugar & Rum, until the above mentioned sum  
of Five Thousand Pounds, together with all Interest due or accruing  
thereon, at the rate of 6% p Annum shall be fully paid - and that  
he will not upon any account assign over any Produce he may  
ship - by Indorsement or Bill of Lading, or by any other means  
whatsoever. - Yet as it may sometimes be for the advantage of M<sup>r</sup>. M'Kenzie  
to dispose of some part of his Produce in Jamaica, it is hereby



understood that he should have liberty so to do - having obtained  
the previous consent of Messrs. L & R B. <sup>or their Attorneys</sup> ~~attorneys~~ and allowing them  
the sum of 20% sterling in lieu of Commission upon every Cask  
of Sugar & Rum, so disposed of, or which does not come consigned  
to them. And in the case of there being no means of conveying the  
whole of the produce of Messrs. Estate in any particular year to the Port of  
Bristol. ~~then that it~~ <sup>shall</sup> may be at the option of W. M. Kenzie, to ship  
the same to either the Port of London or Liverpool transmitting the Bills  
of Lading ~~to Messrs. L & R B. or to Messrs. Kenzie~~ <sup>to Messrs. L & R B. or to Messrs. Kenzie</sup>  
to be by them put under the care of their Friends as either of  
those Ports.

Upon Mr. A. M. Kenzie complying with the above specified particulars  
Messrs. L & R B. consent to suffer their principal sum of £5000, to  
remain unpaid until the 31. December, 1787. and agree to accept  
Mr. M. Kenzie's drafts upon them at 90 Days sight at the rate of 15 <sup>1</sup>/<sub>2</sub> <sup>1</sup>/<sub>2</sub>  
£ Hhd. Sugar & 7. 10 <sup>1</sup>/<sub>2</sub> <sup>1</sup>/<sub>2</sub> Stk. & Punch. Rum, to be drawn at ~~the~~  
or after the time at which he transmits them Bills of Lading  
for said Sugar & Rum, together with orders for Insuring the same.

Each Hhd. of Sugar to weigh from 15 to 17 <sup>1</sup>/<sub>2</sub> <sup>1</sup>/<sub>2</sub> sack at the time of shipping  
and it is hereby understood that if Mr. A. M. Kenzie should at any time omit to order Insurance  
But if it should so happen that at the end of any year that by  
the made that it shall be at the Option of Messrs. L & R B. to insure if they judge it to be necessary.



The payment of such Bills the Balance of account with Mr. M. Kenzie including Interest up to the time, the supplies which Lt. R. B. may have shipped on his Account, & every other charge whatsoever, shall exceed the said sum of Five Thousand Pounds - then Mr. M. Kenzie is to ship in the succeeding year as many Hhd. or Puncheon without drawing any Bills thereon, as will fully discharge the said <sup>above</sup> sum of Five Thousand Pounds - or on his failure so to do Lt. R. B. to have Liberty to appropriate so much of the produce of the as shall reimburse them the said overplus - in preference to the payment of ~~such~~ the Bills that may have been drawn upon the strength of such shipment. It being the express <sup>purpose</sup> condition of this Agreement that the Loan shall never exceed the said sum of £5000. -

And that after the expiration of the year 1787. Mr. M. Kenzie shall limit to the said Lt. R. B. the first 120 Hhd. of sugar Annually of the Produce of this Estate without drawing any Bills thereon, for the express purpose of discharging in part the said debt of £5000. together with the Interest thereon. ~~which he shall continue every year to do until the whole of the said sum be totally discharged.~~ The ~~surplus~~ <sup>residue</sup> ~~will~~ Proceeds of his Compositions to be of sugar & Rum exceeding the said 120 Hhd. Annually to be at the entire disposal of the said Mr. M. Kenzie to



~~to be a necessary expense of business~~ after having  
deducted therefrom the Amount of Supplies, <sup>shipped</sup> the usual commission  
by Messrs L & B. on account of Mr A. McKendie.

And lastly it is hereby agreed by Messrs A. McKendie that in case of  
his failing in any point to comply with these articles according to  
their true intent & meaning. that they shall thereby become null  
& void. & L & B. shall have power & right immediately to enter upon  
the ~~id~~ mortgaged premises in order to secure payment to themselves  
both of Principal & Interest of the sum at that time due from  
Messrs A. McKendie, precisely as if this agreement had never been  
entered into. —

<sup>or</sup> Should ye proceeds of ye Sugar for the year 1800  
be more than 12 £ 10 s. or 7. 10 £ 10 s. per Acre then is agreed  
ye said Arthur McKendie shall have liberty to draw for ye balance if  
he should think proper in following year



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the same - Each Hhd. Sugar to weight from 15 to 16y at the time  
*and it is hereby understood that if Mr. M. K. should at any time omit to order Insurance &c*  
of shipping. - But if it should ~~seem~~ so happen that at the  
*made - that is shall be at the option of the LORBS - to insure if they judge such to be necessary*  
end of every any yearly the pay ment of such Bills The Ballance  
of Account with Mr. A. M. Kenzie, including interest upto the  
time, the supplies which LORBS have shud on this account  
& every other charge whatsoever, shall exceed the said sum of £5000 -  
Then Mr. M. Kenzie is to shud in the succeeding year, as many  
Hhds. or Puncheons without drawing any Bills thereon as  
will fully discharge the s<sup>d</sup> except above £5000, or on his failure  
so to do - LORBS to have Liberty, to appropriate so much of the  
produce as shall reimburse them the s<sup>d</sup> overplus in proportion  
to the ~~apportionment~~ pay ment of the Bills that may have been  
drawn upon the stores of the ship ment - It being the  
express purport & condition of this Agreement, that the Loan  
shall never exceed the said sum of £5000 -

~~and that after~~ the expiration of the Year 1787 - Mr. M. Kenzie  
shall remit to the s<sup>d</sup> LORBS the first 1250 Hhd. of Sugar  
annually of the Produce of his estate without drawing any Bills  
thereon, for the express purpose of discharging in Part the s<sup>d</sup>  
debit off £5000 together with the interest thereon, which he shall



continue every year to do, until the whole of the 1<sup>st</sup> Sum  
be totally discharged - The A<sup>l</sup> Bonds of his Compt<sup>rs</sup> ments  
of sugar & Rum exceeding the said £140 H<sup>ts</sup> & c. are hereby  
to be at the entire disposal of the 1<sup>st</sup> Mr McKeenie, after having  
deducted therefrom - the amount of supplies, <sup>stock</sup> & other charges  
incurred by the 1<sup>st</sup> J. R. Knight or Act of Mr Ar. McKenney  
And lastly it is hereby agreed by the 1<sup>st</sup> Act. McKeenie that  
~~it is agreed~~ in case of his failing in any point to comply  
with these articles according to their true intent & meaning  
that they shall thereby become null & void, & J. R. Knight  
shall have power & right, immediately to enter upon the  
1<sup>st</sup> Mortgage premises in order to secure payment to themselves  
both of Principle & Interest of the sum at that time  
due from the 1<sup>st</sup> Mr McKeenie, precisely as if this agreement  
had never been entered into.



Mem: of Articles of Agreement ~~between~~ to be made between  
Mr. Ant. M. Kense of the Island of Jamaica & Messrs. Law: Rich Bright of the  
City of Bristol merchants. viz.

Mr. A. M. Kense being indebted to Messrs. Bright in the sum  
of Five Thousand Pounds Sterling to secure the repayment of which  
he has given them a Bond with a confession of Judgement, to be  
entered up in Jamaica immediately.

But in order to prevent Execution being issued by the Messrs. Bright.  
Ant. M. Kense, hereby engages without delay to grant them as  
a further security for the same a Mortgage on his Pen & Sugar  
Estate situate in the Parish of Clarendon in the Island of Jamaica  
with 180 Negroes, 60 Steers, 60 Mules together with all works, Buildings,  
Utensils & Tools thereto belonging, and likewise the services of

Negroes the property of Mrs. M. Kense Mother to the said  
Ant. M. Kense, during her life, and that he will also use his  
endeavors with Mrs. M. Kense his wife, that she shall join in  
the said Mortgage for securing to the Messrs. Bright, certain other  
Negroes, which are her property, & in which the said Ant. M. Kense has  
now only a life Estate.

And he also engages to ~~see~~ convey to the Messrs. Bright the  
whole produce of his Estate both in Sugar & Rum, until the  
above mentioned sum of Five Thousand Pounds together with all  
Interest due ~~on~~ or accruing thereon, at the Rate of 6% per



£ annum. shall be fully paid, and that he will not upon any account apply over any produce he may ship, by endorsement or Bill of Lading or by any other means whatever. Yet as it may sometimes be for the advantage of Wm. Kenzie to dispose of some part of his produce in Jamaica, it is hereby understood, that he shall have liberty so to do; having obtained the previous consent of the S<sup>r</sup> L<sup>r</sup> R<sup>s</sup>. and allowing them the sum of 20% Sterling in lieu of Commission upon every Cask of Sugar or Rum so disposed of, or which does not come consigned to them. And in the case of there being no means of conveying the whole of the produce of the S<sup>r</sup> Estate in any particular year to the Port of Bristol. Then that it may be at the option of Wm. McKenzie to ship the same to either the Port of London or Liverpool, transmitting the Bills of Lading for the same to S<sup>r</sup> L<sup>r</sup> R<sup>s</sup>, to be by them put under the care of their Friends at either of those Ports.

Upon and Mr McKenzie complying with the above specified particulars the S<sup>r</sup> L<sup>r</sup> R<sup>s</sup> might consent to suffer their Principal Sum of £5000 - to remain unpaid until the 31. December 1787. - and agree to accept Mr McKenzie's drafts upon them at 90 Days sight at the rate of 12 P<sup>er</sup> Cent & H<sup>is</sup> Sugar & £7. 10. 0 H<sup>is</sup> to Pound Rum. to be drawn at or after the time at which he transmits them Bills of Lading for said Sugar & Rum together with the order for paying