

This is an Open Access document downloaded from ORCA, Cardiff University's institutional repository: <https://orca.cardiff.ac.uk/id/eprint/146003/>

This is the author's version of a work that was submitted to / accepted for publication.

Citation for final published version:

Herrmann, Rachel B. 2023. Consider the Source: An 1800 Maroon Treaty. *Early American Studies* 21 (1) , pp. 166-199. 10.1353/eam.2023.0004

Publishers page: <https://doi.org/10.1353/eam.2023.0004>

Please note:

Changes made as a result of publishing processes such as copy-editing, formatting and page numbers may not be reflected in this version. For the definitive version of this publication, please refer to the published source. You are advised to consult the publisher's version if you wish to cite this paper.

This version is being made available in accordance with publisher policies. See <http://orca.cf.ac.uk/policies.html> for usage policies. Copyright and moral rights for publications made available in ORCA are retained by the copyright holders.





PROJECT MUSE®

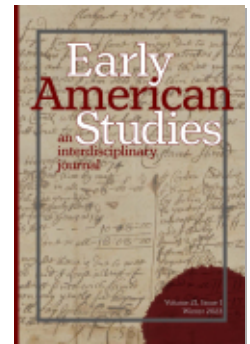
Consider the Source: An 1800 Maroon Treaty

Rachel B. Herrmann

Early American Studies: An Interdisciplinary Journal, Volume 21,
Number 1, Winter 2023, pp. 166-199 (Article)

Published by University of Pennsylvania Press

DOI: <https://doi.org/10.1353/eam.2023.0004>



➔ *For additional information about this article*

<https://muse.jhu.edu/article/885212>

Consider the Source

An 1800 Maroon Treaty

RACHEL B. HERRMANN

Cardiff University

ABSTRACT In 1800, an exiled community of Jamaican Maroons migrated from Nova Scotia to the British antislavery colony of Sierra Leone. When they disembarked, Maroon captains met with Sierra Leone Company officials and rapidly negotiated and coauthored a treaty. This treaty is a composite manuscript document scattered throughout the National Archives at Kew (United Kingdom). The diplomatic customs that Maroons and British officials observed at the negotiation—including making speeches, reading script words aloud, and refusing to sign documents—marked the document as a treaty. This essay makes the case that the source is a treaty; explains and contextualizes the negotiation that occurred; and explores the themes of settlement, alliance, and antislavery that changed in Maroon treaties in Jamaica and Sierra Leone in the eighteenth century.

They embarked at Halifax in the autumn of the year 1800, and arrived at Sierra Leone in the month of October. On their arrival, their principles were immediately put to the test. An insurrection had taken place among the Nova Scotians, who understanding that means were about to be used for establishing the company's authority, had endeavoured to possess themselves of the government. Had the Maroons been the disciples of revolutionary emissaries, or the abettors

I thank Jenny Benham and Ruma Chopra for comments on earlier versions of this piece. I am also grateful to the anonymous reviewers at *Early American Studies*; to Roderick McDonald, Laura Keenan Spero, and Rose Beiler at the journal; and to participants at the American Contact virtual conference at Princeton and the European Early American Studies Association in London.

Early American Studies (Winter 2023)

Copyright © 2023 The McNeil Center for Early American Studies. All rights reserved.

of anarchy and equality, they would in all probability
 have joined the people of their own complexion to
 extirpate the white tyrant: on the contrary, they joined
 with alacrity in quelling the insurrection.

Robert Charles Dallas, *The History of the Maroons*

In Robert Charles Dallas's 1803 history of the Jamaican Maroons, Dallas described people rapidly on the move in the very recent past. He referred to three groups of men and women: "They," the migrants who left Halifax, were the Jamaican Maroons of Trelawney Town. The Trelawney Town Maroons were a military community whom the Jamaican government had exiled to Nova Scotia in 1796, after the Second Maroon War. The Maroons would migrate again to Sierra Leone in 1800, where they would coauthor the source considered in this article. The second group of people Dallas mentioned were the Nova Scotians, Black Loyalists who had allied with the British during the American War for Independence. These men and women had left the mainland American states for British Nova Scotia from 1783 onward, and then moved to the British province of Freetown, Sierra Leone, in 1792. Dallas depicted them as being in "insurrection" when the Maroons arrived. Finally, Dallas referred to a group of people he called "the company"; these were the members of the white Sierra Leone Council. Historians largely agree that the Trelawney Town Maroons usually furthered British imperial aims. Few of them, however, have questioned the "alacrity" with which the Maroons agreed to act on the Sierra Leone Council's behalf in 1800.¹

1. Robert Charles Dallas, *The History of the Maroons, from their origin to the establishment of their chief tribe at Sierra Leone: including the expedition to Cuba, for the purpose of procuring Spanish chasseurs and the state of the island of Jamaica for the last ten years: with a succinct history of the island previous to that period* (London: Printed by A. Strahan, Printers-Street, for T. N. Longman and O. Rees, Paternoster-Row, 1803), 2:284–85; Ruma Chopra, *Almost Home: Maroons between Slavery and Freedom in Jamaica, Nova Scotia, and Sierra Leone* (New Haven: Yale University Press, 2018), 21 (imperial aims), 145 (Maroons' military experience), and "Leaving Nova Scotia: Sierra Leone and the Free Black People, 1792–1800," in S. Karly Kehoe and Michael E. Vance, eds., *Reappraisals of British Colonisation in Atlantic Canada, 1700–1930* (Edinburgh: Edinburgh University Press, 2020), 41 (Maroons as a military community). Kenneth Bilby warns against projecting contemporary ideas about collaboration back onto the eighteenth and nineteenth centuries to evaluate the choices Maroons made; see Kenneth M. Bilby, *True-Born Maroons* (Gainesville: University Press of Florida, 2005), 37. See also

A reading of this moment as a longer interlude is warranted because Dallas telescoped the time between the ship's arrival and the Maroons' agreement of settlement and alliance with the council, eliding a significant negotiation that occurred. Maroons and Sierra Leone councilmen first met two days after the Maroons landed to discuss and debate terms of settlement. The council revised these terms at the Maroons' request and compromised about the method of finalizing them before securing Maroon aid against the Nova Scotians. A study of this negotiation and the substance of the edited terms demonstrates that this agreement is a previously unacknowledged Maroon treaty. Early Americanists know a great deal about treaties with Native Americans to secure land, trade, alliance, or peace to resolve conflicts, and they are familiar with treaties with Maroons to end wars, gain alliances, and shore up systems of slavery. By contrast, the 1800 agreement is worth attention because it deals simultaneously with settlement and alliance, but also with antislavery. Redefining the agreement as a treaty offers historians a new source that expands the periodization and geography of Maroons' diplomacy in the Atlantic world.²

The treaty—referred to throughout this article as “the Terms”—is located in the National Archives at Kew (United Kingdom). Sierra Leone Company founder Henry Thornton sent the draft treaty in a letter to William Henry Cavendish-Bentinck, Third Duke of Portland and Home Secretary, in October 1799. Thornton's letter is located within the Colonial Office records, in the Sierra Leone Original Correspondence series. The October 1800 negotiations to adjust the Terms are chronicled in two sections of the Sierra Leone Sessional Papers series, which form part of the War and Colonial Department and Colonial Office records. Negotiations appear in the Sierra Leone Council minutes for 1800, and in an appendix to those minutes that deals with Nova

Mavis C. Campbell, *The Maroons of Jamaica, 1655–1796* (Amherst, MA: Bergin & Garvey, 1988), 13.

2. Of the scholars I cite, Ruma Chopra is the only one who has comprehensively summarized the document discussed in this article. Padraic Scanlan is interested in how the Maroons' arrival gave the Sierra Leone Company a chance to enhance the colony's naval presence and to make treaties in the future. Neither author characterizes the 1800 agreement as a treaty. Chopra, *Almost Home*, 134–35; Padraic X. Scanlan, *Freedom's Debtors: British Antislavery in Sierra Leone in the Age of Revolution* (New Haven: Yale University Press, 2017), 54, 58, 63. For treaties with Native Americans see Colin G. Calloway, *Pen and Ink Witchcraft: Treaties and Treaty-Making in American Indian History* (New York: Oxford University Press, 2013). For the treaties that ended the First and Second Maroon War, see Bilby, *True-Born Maroons*, 36, 42, 263, 273–74; Campbell, *The Maroons of Jamaica*, 126–37 (for the text of the 1739 Leeward and 1740 Windward Treaties), 138–63 (for Campbell's comparison of them).

Scotians. Although a draft of the Terms, a record of the negotiations, and agreements about revisions exist, the final agreed-upon version of the treaty does not. Consequently, the Terms should be dated to October 2, 1800, when negotiations concluded with an agreement between all interested parties.³

The scattered nature of the treaty text and negotiation make the 1800 treaty, published here for the first time, “a composite manuscript document.” This essay’s interpretation makes a case for considering manuscript records spread across different archival collections (and, potentially, across different colonial archives) and reading them together as a single source. As a composite manuscript document, the treaty is similar in nature to the 1796 agreement that ended the Second Maroon War, and to treaties with Native Americans where the final agreement was often appended to conflicting accounts of discussions. Additional records of this negotiation come from published primary sources, especially the journal of George Ross. Ross began journaling in September 1800 and continued while Superintendent of the Maroons in Sierra Leone until his resignation in May 1801. Like other diarists of his time who worked for the British Empire, Ross likely intended other people to read his words.⁴

3. “Terms on which the Sierra Leone Company propose to receive under their Protection and Government the Maroons now in Nova Scotia, about to be removed thence to the Coast of Africa” (enclosed in [Henry] Thornton to the Duke of Portland, Oct. 5, 1799), CO 267/10, ff. 223–24, the National Archives, Kew (hereafter TNA) (for the original terms); [council minutes], Oct. 2, 1800, CO 270/5, ff. 60–61, TNA (for the first summary of the negotiation); “A Narrative of the Rebellion which broke out in this Colony on the 25th of Sept^r. 1800,” CO 270/5, ff. 105–6, 114, TNA (for negotiations described in the appendix).

4. Miles Ogborn, “A War of Words: Speech, Script and Print in the Maroon War of 1795–6,” *Journal of Historical Geography* 37, no. 2 (2011): 203–15, esp. 203 (“a composite”); “Conference of Lieutenant-Governor Nanfan with the Indians” [July 10, 1701], and “Deed from the Five Nations to the King of their Beaver Hunting Ground,” *Documents Relative to the Colonial History of the State of New-York*, ed. E. B. O’Callaghan (Albany: Weed, Parsons and Company, 1854), 4:896–911; “Proceedings of Sir William Johnson with the Indians at Fort Stanwix to settle a Boundary Line,” *Early Recognized Treaties with American Indian Nations*, accessed Dec. 31, 2020, <http://treatiesportal.unl.edu/earlytreaties/treaty.00007.html> (for two examples of eighteenth-century treaties with Native Americans where the treaty text follows minutes of negotiations). Ross was interim superintendent until November 3, 1800, when the appointment became official. John Clarkson, first superintendent and then governor of Freetown, kept a diary that was not a private document but more akin to the logs he kept as a Royal Navy officer. Other governors, including Zachary Macaulay, wrote and read confessional diaries meant for circulation among fellow Christians. Mavis Campbell, *Back to Africa: George Ross and the Maroons: From Nova Scotia to Sierra Leone*

This analysis of the Maroons' arrival as a mediation and the 1800 agreement as a treaty uses scholarship on speech practices to build on recent work about Maroon agency, collaboration, and survival. Doing so shows how Maroons adapted their strategies between 1739 in Jamaica and 1800 in Sierra Leone. Maroons held inalienable land as a polity in Jamaica; in Sierra Leone they held alienable land as individuals. In Jamaica the Maroons sometimes provided a refuge from slave society, sometimes enforced the status of enslaved people by returning runaways in abidance with the 1739/1740 treaties, and sometimes enslaved people themselves. In Sierra Leone the Maroons settled among formerly enslaved Black Loyalists in an antislavery colony that was surrounded by slave traders. Trelawney Town Maroons accepted these changes that the 1800 treaty formalized while holding fast to the more important point of refusing to mark or sign the official agreement.⁵

Scholars writing about diplomats' negotiation of treaties, the challenges of recovering what happened during these meetings, the wording of treaty terms, and the historical and legal implications of such agreements provide a useful body of work for interpreting the 1800 agreement. Jenny Benham has persuasively argued for a more expansive definition of treaties by showing the limits of defining a treaty as an agreement between states during the medieval period. This definition of an agreement between states is third in the *Oxford English Dictionary*; the preceding and more relevant meaning for a treaty, which the *OED* dates to 1405 and which remained in use during the eighteenth century, is the act of "treating of matters with a view to

(Trenton: Africa World Press, 1993), i–xxv (background on Ross, including his resignation; the remaining text includes Ross's journal); [council minutes], Nov. 3, 1800, CO 270/5, f. 63, TNA (Ross's permanent appointment); Scanlan, *Freedom's Debtors*, 29 (Clarkson and Macaulay as diarists). For other published primary sources see Campbell, *The Maroons of Jamaica*; Mavis Campbell, *Nova Scotia and the Fighting Maroons: A Documentary History* (Williamsburg, VA: Studies in Third World Societies, 1990).

5. For speech see Ogborn, "A War of Words," 203–15; Miles Ogborn, "The Power of Speech: Orality, Oaths and Evidence in the British Atlantic World, 1650–1800," *Transactions of the Institute of British Geographers* 36, no. 1 (2011): 109–25, and *The Freedom of Speech: Talk and Slavery in the Anglo-Caribbean World* (Chicago: University of Chicago Press, 2019). As Amy M. Johnson argues, nineteenth-century Charles and Moore Town Maroons created a "middle ground between a 'society with slaves' and a 'slave society'" that differed in significant ways from chattel slavery even though some Maroons did hold slaves; see "Jamaica's Windward Maroon 'Slaveholders': Charles Town and Moore Town, 1810–20," *New West Indian Guide* 94, nos. 3–4 (2020): 273–92, esp. 275–76 ("middle ground"), 287 (chattel slavery).

settlement; discussion of terms, conference, negotiations.” The eighteenth century was a peak time for the writing, rewriting, and renewal of such treaties. Of the ninety-three agreed treaties between North Africa and Europe (and then the United States) between 1615 and 1830, fifty-one emerged in the eighteenth century. Taking up Benham’s call and drawing on this earlier meaning, this article conceptualizes the 1800 Maroon treaty as one of settlement, alliance, and antislavery between imperial representatives, on the one hand, and displaced, stateless colonists, on the other.⁶ The essay first considers the context of the negotiation and then explains how the themes of alliance, antislavery, and settlement changed in Maroons’ diplomacy as they moved from Jamaica to Sierra Leone.

Impediments to interpreting the Terms must be acknowledged before I present some options for analyzing the source. As Richard Hill and Brigitte Bönisch-Brednich observe in writing about Crown-Māori relationships today, there is a fundamental difference “in worldview and methodology between indigenous scholarship, and western modes of legal and historical research and practice.” Furthermore, there are historic disagreements over the importance of previous Maroon treaties. Barbara Klamon Kopytoff writes about divergent interpretations of the 1739/1740 treaties as legal documents

6. For negotiators, see Nancy L. Hagedorn, “‘A Friend to Go Between Them’: The Interpreter as Cultural Broker during Anglo-Iroquois Councils, 1740–70,” *Ethnohistory* 35, no. 1 (1988): 60–80; James H. Merrell, “‘I Desire All That I Have Said . . . May Be Taken Down Aright’: Revisiting Teedyuscung’s 1756 Treaty Council Speeches,” *WMQ* 63, no. 4 (2006): 777–826; Calloway, *Pen and Ink Witchcraft*, 6; Isabella Lazzarini, *Communication and Conflict: Italian Diplomacy in the Early Renaissance, 1350–1520* (Oxford: Oxford University Press, 2015), 189; Peter C. Perdue, “Boundaries and Trade in the Early Modern World: Negotiations at Nerchinsk and Beijing,” *Eighteenth-Century Studies* 43, no. 3 (2010): 341–56, esp. 348. For comparisons of the Maroons’ use of treaties to Native Americans’ use of treaties, see Kathleen Wilson, “The Performance of Freedom: Maroons and the Colonial Order in Eighteenth-Century Jamaica and the Atlantic Sound,” *WMQ* 66, no. 1 (2009): 45–86, esp. 62n17; Kenneth Bilby, “Swearing by the Past, Swearing to the Future: Sacred Oaths, Alliances, and Treaties among the Guianese and Jamaican Maroons,” *Ethnohistory* 44, no. 4 (1997): 655–89, esp. 683n37. For definitions see Jenny Benham, “Law or Treaty? Defining the Edge of Legal Studies in the Early and High Medieval Periods,” *Historical Research* 86, no. 233 (2013): 487–97, esp. 488; Jenny Benham, *International Law in Europe, 700–1200* (Manchester: Manchester University Press, 2022); *Oxford English Dictionary Online*, s.v. “Treaty, n., 2.,” accessed Dec. 22, 2020, <http://oed.com>. For the proliferation of treaties see Judith E. Tucker, “Piracy of the Eighteenth-Century Mediterranean: Navigating Laws and Legal Practices,” in Judith E. Tucker, ed., *The Making of the Modern Mediterranean: Views from the South* (Oakland: University of California Press, 2019), 123–48, esp. 138.

(according to the colonial government and many historians) versus as sacred charters (according to the Maroons). As Kenneth Bilby suggests, at the 1739 meeting between Jamaican officials and Maroons, the Maroons placed more importance on the act of mixing rum with blood in a calabash from which both negotiating parties drank, which formalized the blood pact between them. The British, by contrast, most valued the written treaty document. Only the Accompong Maroons today retain a paper copy of the first treaty. Disagreements occurred in 1796, too, between Maroons and Alexander Lindsay, Earl of Balcarres. Balcarres established the authority to deport the Trelawney Town Maroons after the Second Maroon War by claiming that the Maroons had violated the 1796 treaty by surrendering to the British too late, and by failing to return runaway slaves who joined them during the war. It is difficult to reconcile Anglo-American legal and historical practices with limited evidence of what contemporary Maroons thought about the 1739/1740, 1796, and 1800 negotiations and documents.⁷

To address these problems, this article first draws on scholarship about archives. Marisa Fuentes has shown how scholars of slavery might use archives to change “the perspective of a document’s author to that of an enslaved subject.” The interpretation of the Terms presented here argues that they were coauthored by antislavery British officials, and Maroon exiles who had previously at times opposed, at times endured, and at times enforced systems of slavery, and that readers must consider the perspectives of both negotiating parties. Fuentes asserts that it is impossible to shift perspectives without piecing together scattered manuscript evidence with more substantive historical context. Thus, this article, in addition to reading separated manuscript collections alongside each other, also provides context about Maroons and Nova Scotians in Jamaica, Nova Scotia, and Sierra Leone.⁸

The second way to address dual Maroon and Anglo-American perspectives is to consider the relationship between speech practices and diplomacy. Jennifer Pitts and Gregory Evans Dowd have explored how shared legal

7. Richard S. Hill and Brigitte Bönisch-Brednich, “Politicizing the Past: Indigenous Scholarship and Crown-Maori Reparations Processes in New Zealand,” *Social and Legal Studies* 16, no. 2 (2007): 163–81 (quote 167); Barbara Klamon Kopytoff, “Colonial Treaty as Sacred Charter of the Jamaican Maroons,” *Ethnohistory* 26, no. 1 (1979): 45–64, esp. 45–46, 49; Bilby, “Swearing by the Past, Swearing to the Future,” 656, 659 (the blood oath), 662 (paper copies of the treaties); Chopra, *Almost Home*, 65–66 (Balcarres’s claims about the 1796 treaty).

8. Marisa J. Fuentes, *Dispossessed Lives: Enslaved Women, Violence, and the Archive* (Philadelphia: University of Pennsylvania Press, 2016), 4. On Maroon slaveholding, see A. M. Johnson, “Jamaica’s Windward Maroon ‘Slaveholders,’” 273–92.

frameworks among Christians and non-Christians allowed for the blending of written and unwritten agreements during the eighteenth and nineteenth centuries. And as Miles Ogborn suggests, colonial officials who met with Maroons in Jamaica did not envision a dichotomy between literacy and orality, in which the former was superior to the latter. Applying this scholarship to the situation in Sierra Leone demonstrates that the Trelawney Town Maroon leaders were free, non-Christian men who valued orality and associated written treaties with oath-breaking. The negotiation over the Terms therefore accommodated Maroon preferences for speaking and reading aloud, rather than signing documents. Despite this elevation of speech over script or print, both Maroon and Sierra Leone Company negotiators also drew on British and Maroon experiences agreeing, living under, and challenging previous written treaties. The main themes in the Terms show how a previously unpublished primary source allows readers to see the transatlantic changes in settlement, alliance, and antislavery that these treaty articles activated for the Maroons in Sierra Leone. Finally, readers will find the agreement published for the first time at the article's end.⁹



The 1800 negotiation occurred after the Maroons' unsuccessful resettlement in Nova Scotia. To agree on the conditions of resettlement in Freetown and their alliance with the Sierra Leone Company, Maroon leaders had to compromise despite a lack of trust arising from their experiences negotiating and agreeing to treaties after the First and Second Maroon Wars. The question of power was paramount at contemporary treaties: from the position of the negotiators, to the strength of the polities they represented; from the power of nearby groups, to the ability of signatories to uphold or contest a treaty's terms in the future. Eric Hinderaker describes early English negotiations with Native Americans as "negotiations of convenience and bad faith and punctuated by violence and warfare." To better appreciate what everyone

9. Jennifer Pitts, "Empire and Legal Universalisms in the Eighteenth Century," *American Historical Review* 117, no. 1 (2012): 92–121, esp. 95 (shared legal frameworks, Christians and non-Christians); Gregory Evans Dowd, "Custom, Text, and Property: Indians, Squatters, and Political Authority in Jacksonian Michigan," *EAS* 18, no. 2 (2020): 195–228, esp. 198 (illiterate Anishinaabe negotiators who invoked written treaty articles); Ogborn, *The Freedom of Speech*, 28 (orality); David Armitage, "Three Concepts of Atlantic History," in David Armitage and Michael J. Braddick, eds., *The British Atlantic World* (Basingstoke, U.K.: Palgrave Macmillan, 2002), 11–27, esp. 20 (transatlanticism).

might have wanted in Freetown and why, it is necessary to consider their views as well as the position of ruling African landlords nearby.¹⁰

It is easiest to gauge the Sierra Leone Council's bargaining position because the council and company produced more documentation. The Britons who founded the Sierra Leone Company sought, among other goals, to create a colony of formerly enslaved men and women whose participation in legitimate commerce (as opposed to the illegitimate trade in enslaved men and women and the commodities they produced) would advance the cause of abolition. From London, company officials tried to argue that free people of African descent could raise cash crops more affordably than enslaved people in the Caribbean. As Padraic Scanlan argues, these men believed that formerly enslaved people, in exchange for their freedom, owed a debt of "flexible, fungible labor." Reformers, in requiring free Black colonists to work hard for wages that could be spent to help develop the colony's economy, envisioned colonization informed by antislavery.¹¹

Their goals caused conflicts—first, over land and trade—with the Bullom, Mende, Susu, Temne, and Eurafricans with whom councilmen and colonists interacted and from whom they leased territory. In 1788 a captain working

10. Eric Hinderaker, "Diplomacy between Britons and Native Americans, c. 1600–1830," in H. V. Bowen, Elizabeth Mancke, and John G. Reid, eds., *Britain's Oceanic Empire: Atlantic and Indian Worlds, c. 1550–1850* (Cambridge: Cambridge University Press, 2012), 218–48 (quote 218). Here I draw on Peter Perdue's work on negotiators' credentials and status, as well as the risks that nearby pastoral peoples posed to negotiators; Colin Calloway's study of treaties as "stepping stones of empire" that shifted from eighteenth-century treaties about trade to nineteenth-century treaties about land; and Clara Kemme's scholarship about the reorientation of power away from Indian rulers and in favor of British officials. Perdue, "Boundaries and Trade in the Early Modern World," 348 (negotiators), 352 (pastoral groups); Calloway, *Pen and Ink Witchcraft*, 2 (quote), 3 (change over time); Clara Kemme, "The History of European International Law from a Global Perspective: Entanglements in Eighteenth and Nineteenth Century India," in Thomas Duve, ed., *Entanglements in Legal History: Conceptual Approaches* (Frankfurt am Main: Max Planck Institute for European Legal History, 2014), 489–542, esp. 506, 508, 519 (decreased negotiating powers).

11. For legitimate commerce and crops see Deirdre Coleman, *Romantic Colonization and British Anti-slavery* (Cambridge: Cambridge University Press, 2005), 132; Suzanne Schwarz, "From Company Administration to Crown Control: Experimentation and Adaptation in Sierra Leone in the Late Eighteenth and Early Nineteenth Centuries," in Paul E. Lovejoy and Suzanne Schwarz, eds., *Slavery, Abolition and the Transition to Colonialism in Sierra Leone* (Trenton: Africa World Press, 2015), 173–74; Bronwen Everill, *Abolition and Empire in Sierra Leone and Liberia* (Basingstoke, U.K.: Palgrave Macmillan, 2013), 19. For wages and labor see Scanlan, *Freedom's Debtors*, 3 (quote), 5, 33, 35.

for abolitionist Granville Sharp arranged the settlement in Sierra Leone of the first wave of colonists through an agreement with a Temne ruler whom the British called King Naimbanna. From the British perspective, the captain purchased the colony's territory in perpetuity in exchange for Naimbanna's sworn allegiance to King George III, his protection of the colonists as British subjects, and his right to tax luxury goods, cloth, provisions, and ships that called at Sierra Leone. Naimbanna would have taken a different view, grounded in the premise of the landlord-stranger relationship, which governed power relations around and beyond Freetown. Naimbanna would not have sold land, because it was inalienable; he would have pledged himself to protect colonists' interests as their landlord, in exchange for tribute. This misunderstanding over land worsened. In 1794, when French sailors attacked Freetown, the Temne seized several company vessels, inhibiting colonists' trade with other Africans for the provisions necessary to sustain them. The Temne presence continually threatened the colony: they captured colonists to sell into slavery during the 1780s, and they attacked in 1801 and 1802. The fact that Euraficans continued to encourage colonists' participation in the slave trade because of its profitability—as they did to colonists who relocated from Freetown to Bance Island—also undermined the Sierra Leone Company's ideals.¹²

These early disputes about settlement fostered more conflict over the trade in goods and required resolution through African diplomatic protocols that would undercut the colony's antislavery position. When the Temne demanded a return of the land that Britons thought they had purchased, the council

12. Scanlan states, "British Sierra Leone, then, began with an apprehension," to which I would add, "over a treaty of trade and settlement." Scanlan, *Freedom's Debtors*, 36 (quote and the 1788 agreement); V. R. Dorjahn and Christopher Fyfe, "Landlord and Stranger: Change in Tenancy Relations in Sierra Leone," *Journal of African History* 3, no. 3 (1962): 391–97; Bruce L. Mouser, "Landlords-Strangers: A Process of Accommodation and Assimilation," *International Journal of African Historical Studies* 8, no. 3 (1975): 425–40, esp. 431. For early problems with the Temne, see Christopher Fyfe, *A History of Sierra Leone* (London: Oxford University Press, 1962), 25. For the French attack and ships, see Zachary Macaulay and James Watt to the Chairman and Court of Directors of the Sierra Leone Company, Freetown, Nov. 15, 1794, mssMY 418 (7), Macaulay Papers, Huntington Library (hereafter HL); Journal of Zachary Macaulay, Oct. 18, 1794, mssMY 418 (4), HL. For the 1801 and 1802 attacks see [ca. November 1801], CO 270/6, f. 303, TNA; Apr. 11, 1802, CO 270/8, f. 79, TNA; Ellen Gibson Wilson, *The Loyal Blacks* (New York: Capricorn Books, 1976), 400; Fyfe, *A History of Sierra Leone*, 89–90. For Bance Island and Black colonists sold into slavery, see James Sidbury, *Becoming African in America: Race and Nation in the Early Black Atlantic* (New York: Oxford University Press, 2007), 82.

had to draw on the knowledge of slave traders to defend them at the palaver convened to adjudicate the matter. Africans insisted that Sierra Leone Company officials participate in the diplomatic forum of the palaver, which Europeans compared to a suit at law. For West Africans, however, the palaver was more expansive, resolving conflicts over law and trade. The Susus, recent arrivals to the region, controlled trade channels: overlapping agriculture, herding, long-distance caravan, provisioning, and slave trades. Africans' control of trade posed a risk because Freetown's provisioning needs and its inability to supply itself with food made colonists dependent on slave traders. The French from the sea, and Africans through riverine and overland trade routes, threatened the financial security of the colony.¹³

Sierra Leone Council negotiators worked to encourage the Maroons' resettlement because the Maroons could help company officials to mitigate these dangers. By 1801, company officials were trying to convince the British Crown to take financial control, which they aimed to do by securing government contracts to enhance the colony's military presence. Royal Navy ships anchored in the Sierra Leone estuary would provide defense, while also helping to improve communication and transportation in the region. A year earlier, the Sierra Leone Council viewed the Maroons as the first piece of this puzzle because of their reputation as combatants.¹⁴ In sum, the company's offer of settlement and alliance to the Maroons addressed several concerns, some of which would prompt disagreement. British officials wanted to dis-

13. Scanlan, *Freedom's Debtors*, 13 (slave traders), 43 (for the palaver to settle the land issue); Sean M. Kelley, *The Voyage of the Slave Ship Hare: A Journey into Captivity from Sierra Leone to South Carolina* (Chapel Hill: University of North Carolina Press, 2016), 74 (palavers, law, and trade), 82 (Susus and trade); Bruce L. Mouser, "Rebellion, Marronage and Jihād: Strategies of Resistance to Slavery on the Sierra Leone Coast, c. 1783–1796," *Journal of African History* 48, no. 1 (2007): 27–44, esp. 32 (overlapping trade); Sean Kelley, "The Dirty Business of Panyarring and Palaver: Slave Trading on the Upper Guinea Coast in the Eighteenth Century," in Lovejoy and Schwarz, *Slavery, Abolition and the Transition to Colonialism in Sierra Leone*, 89–107 (for an overview of the palaver). It was also at the palaver that people accused of crimes could be asked to drink "red water," made from the poisonous calabar bean. This ritual that people used to determine guilt would have been familiar to Maroons who practiced *swiri*, in which an individual's truthfulness was determined by a rite that also involved drinking a potion. Anna Maria Falconbridge, *Narrative of Two Voyages to the River Sierra Leone during the Years 1791–1792–1793*, ed. Christopher Fyfe (Liverpool: Liverpool University Press, 2000), 48 (red water); *Oxford English Dictionary Online*, s.v. "Calabarine, n.," and "Calabar-bean, n.," accessed Dec. 24, 2020, <http://oed.com>; Bilby, "Swearing by the Past, Swearing to the Future," 673 (*swiri*).

14. Scanlan, *Freedom's Debtors*, 13 (government contracts), 31 (Royal Navy), 54 (communication and transportation).

courage slavery and the slave trade and to require free Black colonists to work hard, defend the colony, improve the colony's financial situation, and settle potentially contested African land.

Unpacking what the Maroons wanted out of the settlement agreement requires more guesswork that relies on historical context from their time in Jamaica and Nova Scotia.¹⁵ The Maroons' experience as laborers and military defenders probably made them amenable to clauses in the Terms about work and alliance. The Leeward Treaty (but not the Windward one) obligated the Maroons to cut, clear, and keep open roads, and they had cleared land in Nova Scotia too. These 1739/1740 treaties also committed the Maroons to Jamaica's defense against foreign invasion or internal rebellion. The company's positions on antislavery and alienation may have seemed the most novel to the Maroons, but ultimately the Maroons challenged neither concept in 1800. From their point of view at the meeting, it was probably most important to avoid signing anything because of their past experience with British treaty-breaking after the oral swearing of oaths.¹⁶

Negotiations of the Terms began and finished on October 2, 1800, shortly after the Maroons arrived. On September 30, 1800, 551 Maroons floated

15. For a good state-of-the-field essay, see Helen McKee, "From Violence to Alliance: Maroons and White Settlers in Jamaica, 1739–1795," *Slavery and Abolition* 39, no. 1 (2018): 27–52, esp. 28. McKee is interested in lesser-studied instances of Maroon cooperation and negotiation with white officials, but whereas McKee's focus is the interwar era between the First and Second Maroon Wars, this essay's focus is on what happened thereafter. For Maroons in Jamaica and Nova Scotia, see Barbara Klamon Kopytoff, "The Early Political Development of Jamaican Maroon Societies," *WMQ* 35, no. 2 (1978): 287–307; Michael Craton, *Testing the Chains: Resistance to Slavery in the British West Indies* (Ithaca: Cornell University Press, 1982), 211–23; Campbell, *The Maroons of Jamaica*; Bilby, *True-Born Maroons*; Kenneth M. Bilby, "Maroons, Creoles and Others: Ethnography and History at the Maroon/Non-Maroon Interface," *Slavery and Abolition* 38, no. 4 (2017): 761–69; Tyson Reeder, "Liberty with the Sword: Jamaican Maroons, Haitian Revolutionaries, and American Liberty," *JER* 37, no. 1 (2017): 81–115; Carla Gardina Pestana, "The Jamaica Maroons and the Dangers of Categorical Thinking," *Common-Place* 17, no. 4 (2017), <http://common-place.org/book/vol-17-no-4-pestana/>; Michael Sivapragasam, "After the Treaties: A Social, Economic and Demographic History of Maroon Society in Jamaica, 1739–1842" (PhD diss., University of Southampton, 2018). For Maroons on the move, see James D. Lockett, "The Deportation of the Maroons of Trelawny Town to Nova Scotia, Then Back to Africa," *Journal of Black Studies* 30, no. 1 (1999): 5–14; Chopra, *Almost Home*.

16. Campbell, *The Maroons of Jamaica*, 126–28, 136 (roads, runaways, defense); Anya Zilberstein, *A Temperate Empire: Making Climate Change in Early America* (New York: Oxford University Press, 2016), 126 (clearing land in Nova Scotia). I discuss antislavery and alienation in greater depth below.

just below Freetown. Before they weighed anchor, councilman Thomas Cox came on board to represent the Sierra Leone Council and to inform George Ross that the Nova Scotians were in rebellion against the company. Ross disembarked at night to familiarize himself with the situation. He returned on the morning of October 1 to report back to the Maroons, informing them of “the unpleasant state of the Colony,” and recording that they received the news with “a cheerful countenance and repetitions of their assurances that the greatest candour had always been shown them and that the greatest fairness was intended them.” Ross’s journal entry serves two purposes: it opens up the possibility that he discussed the draft of the Terms with councilmen on September 30, and it relays the Maroons’ knowledge that the council needed their military aid and would compromise to secure it.¹⁷

British officials had previously sought the Maroons’ approval of the Terms before the Maroons met with Sierra Leone councilmen on October 2, 1800. When Thornton sent the Terms to the Duke of Portland in 1799, he asked that Portland transmit them with his endorsement to Halifax so that Ross could “explain the terms to the Maroons” and “witness their Submission to them.” In February 1800 Thornton described a December 1799 letter from Ross, who promised that the Maroons were ready to consent to the Terms. By August 1800, word arrived that the Maroons had “amply and before many witnesses acceded to the Terms, verbally,” but it had become clear that they would not agree to signing them. On October 2, 1800, the council recorded the Maroons’ previous agreement to the Terms in Nova Scotia and observed that October 2 was important because it marked the date for the Maroons’ additional “public assent” to them.¹⁸

For their part, the Maroons required further discussion and assurances before this happened. On October 2 Ross and a number of Maroon captains went to negotiate at Freetown, where Ross introduced Montague James, Andrew Smith, Charles Shaw, John Palmer, Thomas Johnstone, and one more man Ross simply called Baily to Governor Thomas Ludlam. The

17. For Ross’s disembarkation, Cox, and the ship’s arrival see [council minutes], Sept. 30, 1800, CO 270/5, f. 60, TNA; “A Narrative of the Rebellion which broke out in this Colony on the 25th of Sept^r. 1800,” CO 270/5, f. 105, TNA. For Ross’s discussions with the Maroons and quotes see Campbell, *Back to Africa*, 14 (their arrival), 15 (“the unpleasant”), 16 (“a cheerful”). For the Maroons’ numbers, see Chopra, *Almost Home*, 139.

18. Henry Thornton to the Duke of Portland, Kings Arms Yard, Oct. 5, 1799, CO 267/10, f. 224, TNA (“explain the terms” and “witness their”); Campbell, *Nova Scotia and the Fighting Maroons*, 154 (Thornton’s letter about Ross), 160 (“amply and before”); [council minutes], Oct. 2, 1800, CO 270/5, ff. 60–61, TNA (“public”).

Maroons had a lot of collective expertise headed into the meeting. James was chief of the Trelawney Town Maroons. Johnstone and Smith had acted as intermediaries between British military leaders and other Maroons in Jamaica. In Nova Scotia Smith had helped James lead the Maroons who lived in Preston. Together with Shaw, they had petitioned to leave Nova Scotia, where they had been generally well liked by white officials. Smith also spoke good English, so he was ready to act as a go-between who repeated James's assertions to avoid miscommunication.¹⁹

Twenty-five-year-old Governor Ludlam, by contrast, was an unseasoned negotiator, and the Maroons acted strategically to bolster his confidence. In other parts of the British Empire, including Jamaica, propertied white men gained authority by using speech to act and to employ the law, denying power to enslaved people by controlling the contexts in which they spoke. Europeans had by this time remarked on the force and energy of West African orators at palavers, an observation shared by British Indian Department officials who heard Native Americans wax expressively during treaties. But Ludlam muddled things. After Ross's introductions, Ludlam recited a speech to the Maroons while looking at the ground and avoiding eye contact. Ross thought Ludlam's demeanor shocking and unmanly, though some contemporary elocution manuals recommended that speakers cast their eyes downward when speaking one's conscience, heart, or mind. According to Ross, James was the first to respond, which he did by commenting on the weather. James (possibly speaking through Smith) said that Nova Scotia "had been too cold for them," and that was what "made them leave it." Arriving as they had to rising temperatures heralding the end of the monsoon season, James's small talk was really a polite way to indicate the Maroons' inclination to settle. James then assured Ludlam that the Maroons would side with white men and King George, and against the Nova Scotians. Ross wrote that at this point, "The Governor then read over the Terms to them and they agreed to them as when in Halifax."²⁰

19. Chopra, *Almost Home*, 50 (Johnstone), 94 (Shaw), 95 (James, Smith, and Palmer), 151 (Smith's repetition of James's words).

20. Charles Platts, revised by H. K. Higton, "Ludlam, William," *Oxford Dictionary of National Biography*, accessed Jan. 5, 2023, <https://doi.org/10.1093/ref:odnb/17160> (Thomas Ludlam's age; William was his father); Ogborn, *The Freedom of Speech*, 66–67 (speech acts, white men, and power); Kelley, *The Voyage of the Slave Ship Hare*, 75 (palaver oratory); Calloway, *Pen and Ink Witchcraft*, 21 (length of treaty negotiations); Campbell, *Back to Africa*, 16 ("the Governor," Ross's comments about Ludlam, and James's response to Ludlam); Carolyn Eastman, *A Nation of Speechifiers: Making an American Public after the Revolution* (Chicago: University of Chicago Press, 2009), 25 (eye contact).

But their agreement was not as immediate as Ross (or Robert Charles Dallas) would have us think. Just as palavers and treaty councils lasted longer than British officials and traders preferred, this discussion stretched on too. The council minutes indicate that Governor Ludlam read the 1800 articles to the Maroons twice over, explaining each article in turn. The Maroons highly valued orality, or reading aloud written words (in print or script; here, in script). As head of the Leeward Maroons in 1739, the leader named Captain Cudjoe had enforced the use of English and had prohibited African languages, hoping to thereby foster unity. At the negotiation over the 1739 treaty, though the Maroons considered documents to be of little value and the British disdained the ritual blood oath, both sides prized the speech acts used to secure peace. The Maroon captains in Freetown likely spoke English but did not all read it. Governor Ludlam may have communicated poorly, but he would have fulfilled some shared British and Maroon expectations about public speaking. Similar to the way reading royal proclamations aloud on Caribbean islands made laws real, the reading of the Terms in Freetown worked to activate sovereign power.²¹

Ludlam's explanations provided the Maroons with information that gave them the leverage to challenge the Terms. First, they refused to sign the treaty. Then, they negotiated alterations to two (and possibly three) articles that all related to potential misunderstandings about settlement. The Maroons prioritized declining, "as they had also done at Halifax, to sign the paper of conditions," though it is not certain when during the negotiation they made clear their decision. It is impossible to tell because the Sessional Papers describe the negotiation in two places: the main section of script, comprising the council minutes; and the manuscript's appendix, describing the Nova Scotian riot and the Maroons' arrival. The first section does not mention the Maroons' refusal to sign, but the appendix does.²² Although the timing is a little jumbled, the Maroons' rationale is clear.

21. [Council minutes], Oct. 2, 1800, CO 270/5, ff. 60–61, TNA (the double reading); Kelley, *The Voyage of the Slave Ship Hare*, 101 (the length of trade palavers); Ogborn, "A War of Words," 205 (the importance of speech to the Maroons); Lazzarini, *Communication and Conflict*, 191 (for the related act of aurality, which involves hearing spoken writing); Barbara Klamon Kopytoff, "Jamaican Maroon Political Organization: The Effects of the Treaties," *Social and Economic Studies* 25, no. 2 (1976): 87–105, esp. 88 (English and African languages); Ogborn, *The Freedom of Speech*, 48, 50 (the blood pact and oaths), 76 (royal proclamations).

22. "A Narrative of the Rebellion which broke out in this Colony on the 25th of Sept^r. 1800," CO 270/5, f. 105, TNA ("as they had"); [council minutes], Oct. 2, 1800, CO 270/5, ff. 60–61, TNA (for the first summary of the negotiation).

The Maroons refused to sign the Terms to prevent future British treaty-breaking. Maroon captains justified this denial based on “the injury they had sustained in Jamaica, by the breach of a treaty,” which eventually led to their exile. Abiding by the 1796 agreement that ended the Second Maroon War, the Trelawney Town Maroons had begged his majesty’s pardon on bended knees for their part in the violence. A secret article with General George Walpole—agreed with Montague James and signed with a blood pact that resembled the pacts and oaths that legitimized the 1739/1740 treaties—promised that the Jamaican government would permit the Maroons to stay after they made this physical submission. The Earl of Balcarres, in using a narrow legal reading of the 1796 document, broke Walpole’s promise and exiled the Maroons, becoming an oath- and treaty-breaker. Maroon negotiators told Sierra Leone councilmen that they had determined never again “to put their hands to any public paper in future.” The council member or clerk who recorded the Maroons’ refusal in the appendix originally wrote that the council had thought it “prudent to insist,” but edited the sentence with an insertion that councilmen deemed the decision to insist on signatures “not prudent.” Councilmen changed their stance on this position because requiring signatures “would sour their [the Maroons’] minds, and indispose them to render those services which were so much wanted.” This compromise by the council is why Article 12, the last in the treaty, indicates implicit rather than explicit submission by the Maroons to council members on behalf of the Crown. British officials chose to eschew the signatures, marks, or clan iconography that they had consistently required from previous treaties with Maroons in Jamaica and Native Americans in North America. They also decided not to demand the physical submission—or kneeling—required from the 1796 treaty. In what Ruma Chopra has called “an age of written constitutions,” it was the Maroons’ refusal to sign the document that marked it as a treaty.²³

23. Clauses about subjection in the Leeward and Windward Treaties include Captain Cudjoe’s obligation to wait on the governor, the explicit statement that Captain Quao and his people were to be in subjection to the governor, articles that encompassed the reservation of the death penalty to the Crown, and the Jamaican government’s right to appoint Maroon headmen after established lines of succession ended. The 1796 agreement’s insistence that the Maroons beg forgiveness on their knees is even more explicit about physical submission. Chopra, *Almost Home*, 65–66 (Balcarres), 68 (James and Walpole), 154 (“an age”); “A Narrative of the Rebellion which broke out in this Colony on the 25th of Sept^r. 1800,” CO 270/5, ff. 105–6, TNA (all other quotes). For the 1796 agreement and Balcarres’s betrayal see also Campbell, *The Maroons of Jamaica*, 230; Bryan Edwards, *An historical survey of the island of Saint*

In addition to withholding their signatures, the Maroons asked for clarification about and revisions to treaty articles that related to settlement. The articles they queried touched on three specific aspects: land use, including obligations to clear land, and a tax on land called a quitrent; labor, encompassing wage work and military service; and food diplomacy, or the distribution of provisions (in this case, as government-issued rations) as a hunger-prevention act meant to secure or enhance an alliance. The Maroon captain named Baily proposed a “trifling alteration” to the second article. Ross was the only one to mention it, while remarking that Baily was drunk during the negotiation. However, Ross also had a sexual relationship about which little is known with Baily’s daughter, which may have affected his assessment of Baily. Baily’s proposal does not appear in the Sessional Papers, so it does not seem that the councilmen edited Article 2. But the second article likely required some explanation because it is the article that deals with quitrents, an extremely fraught topic for the Nova Scotians. In possibly contesting the article and in refusing to sign the agreement, the Maroons left themselves room to disagree about future quitrent payments, which they did in 1801.²⁴

Domingo, together with an account of the Maroon negroes in the island of Jamaica; and a history of the war in the West Indies, in 1793 and 1794 (London: Printed for John Stockdale, Piccadilly, 1801), 352. For the blood pacts see Kopytoff, “Colonial Treaty as Sacred Charter,” 45–46, 49; Ogborn, *The Freedom of Speech*, 48. For examples of Native American marks on treaties, see Calloway, *Pen and Ink Witchcraft*, 2–3; “Proceedings of Sir William Johnson with the Indians at Fort Stanwix to settle a Boundary Line.”

24. Campbell, *Back to Africa*, xiv (Maroons’ and Nova Scotians’ quitrents), 16 (Baily); Chopra, *Almost Home*, 145 (Baily’s daughter). The Nova Scotians paid no quitrent, or land tax, in Nova Scotia, and John Clarkson persuaded them to migrate by falsely promising that they would not pay a quitrent in Sierra Leone. In 1793, after the Sierra Leone Company fired John Clarkson, Freetown officials imposed a quitrent of two shillings per acre, which Governor Zachary Macaulay reduced to one shilling per acre in 1797. When Thomas Ludlam was governor in December 1799, he indicated that the Sierra Leone Council was willing to release the Nova Scotians from their obligation to pay a quitrent. The Terms proposed a quitrent of twenty cents per acre. Quitrents in British North America were usually two to four shillings per hundred acres. Cassandra Pybus, *Epic Journeys of Freedom: Runaway Slaves of the American Revolution and Their Global Quest for Liberty* (Boston: Beacon, 2006), 150 (Clarkson’s promises), 171 (two shillings), 184 (one shilling); Douglas R. Egerton, *Death or Liberty: African Americans and Revolutionary America* (New York: Oxford University Press, 2009), 219 (for the quitrent in 1799); [council minutes], Jan. 27, 1801, CO 270/6, ff. 51, 54, 56, TNA (Maroons’ complaints about the quitrent); S. Max Edelson, *The New Map of Empire: How Britain Imagined America before Independence* (Cambridge:

James, Smith, Shaw, Palmer, Johnstone, and Baily also asked for a revision to the seventh article, which stated that the Maroons would receive three months of provisions before the council diminished or ceased supplies. Maroon negotiators would have known to challenge this article based on their extensive experience with hunger in Jamaica and Nova Scotia, in combination with the broken treaty of the Second Maroon War. As Ashanté M. Reese has observed about modern Washington, DC, “Black ways of being, knowing, and doing” mattered when it came to the right to acquire food while also experiencing community. In Freetown, the Maroons drew on Black food geographies in Jamaica and Nova Scotia to push for the right to enjoy freedom from hunger.²⁵

In Jamaica after the First Maroon War, Maroons used their treaty-protected territory to produce fruits and vegetables, to gather survival foods, and to raise, hunt, and herd animals. Hunger became more common after the Seven Years’ War began, and the Jamaica Assembly began to reinterpret the 1739/1740 treaties. Plantations encroached on Maroon territory, and sugar monoculture flourished as enslaved people died and planters, writers, and poets (such as Edward Long and James Grainger) worried about soil quality. Land disputes and intra-Maroon conflicts threatened crops and hunting rights. Although the Second Maroon War began with a violent disagreement over hogs, provisioning problems had already become systemic. During the war, Earl Balcarres waged a campaign of victual warfare against Maroon noncombatants. White Jamaicans torched Maroons’ provision grounds. The war came to a close as elders, women, and children succumbed to an outbreak of measles and became “unable to procure a sufficient quantity of provisions,” at which point peace became preferable.²⁶ According to

Harvard University Press, 2017), 305 (quitrents in British North America). The standards of British currency were in flux at precisely this moment, and although colony currency circulated as cents and dollars, Africans used the bar as a universal standard. Conversion rates are thus challenging. In 1801, \$2.20 Sierra Leone currency was worth 11 shillings, and \$9 Sierra Leone currency was worth 45 shillings. Scanlan, *Freedom’s Debtors*, 38 (bars); Bronwen Everill, *Not Made by Slaves: Ethical Capitalism in the Age of Abolition* (Cambridge: Harvard University Press, 2020), 68 (Sierra Leone currency).

25. Ashanté M. Reese, *Black Food Geographies: Race, Self-Reliance, and Food Access in Washington, D.C.* (Chapel Hill: University of North Carolina Press, 2019), 8 (quote, geographies, community).

26. Fruits and vegetables included avocados, cassava, cocoa, coffee, corn, pineapples, plantains, and yams. Survival foods comprised cacao (the edible, water-yielding bean of a leafy vine), calalu (leafy greens, sometimes served as a stew), grub-like worms, thatch-head (hearts of palm), and busu (whelk, mussel, or shellfish) soup. Animals

Kenneth Bilby, Maroon oral traditions include the story of the “treacherous feast,” which signifies the treachery of the Second Maroon War. In this narrative, a “deceitful British colonial governor . . . intends to entrap the Maroons by luring them under false pretenses to a feast of reconciliation” before betraying them. It is not clear from documents authored by Balcarres that a feast really was part of the plan, but what is clear is that the assembly confiscated 1,500 acres of treaty lands, which promised to yield sugarcane, guinea grass, and coffee. There may not yet be manuscript evidence of a betrayal feast, but there *was* a land grab that privileged the production of cash crops while circumscribing Maroon food geographies.²⁷

After the oath-breaking of the Second Maroon War, the 568 Trelawney Town Maroons who underwent forced migration to Nova Scotia continued to experience hunger—in this part of the British Empire, because of disagreements over climate and finances. The Maroons arrived in Halifax with £25,000 Jamaican currency for their support, which the Jamaica legislature supplemented once in 1796, and twice in 1797 (that year, though British

included cattle, fowls, ringtail pigeons, land crab, wild boar, and wild hogs. For vegetable production, hunting, culinary practices, and survival foods, see Bilby, *True-Born Maroons*, 51–52, 129–34, 175–76, 369; Dallas, *The History of the Maroons*, 1:86, 91, 106–7. For Maroon clashes over land, and destruction and starvation during the Second Maroon War, see Craton, *Testing the Chains*, 214, 217, 219. For the hogs see Dallas, *The History of the Maroons*, 1:144; Reeder, “Liberty with the Sword,” 95–96; Bilby, *True-Born Maroons*, 388–89; Campbell, *The Maroons of Jamaica*, 211, 214. For the treaties undermining Maroon authority, see Kopytoff, “Jamaican Maroon Political Organization,” 87; K. Wilson, “The Performance of Freedom,” 58. For land, see Craton, *Testing the Chains*, 213. For Maroons’ land hunger, see K. Wilson, “The Performance of Freedom,” 70. For land quality and worries about the destructive quality of monoculture, see Devin Leigh, “The Origins of a Source: Edward Long, Coromantee Slave Revolts, and the History of Jamaica,” *Slavery and Abolition* (2018): 1–26, esp. 7; Britt Rusert, “Plantation Ecologies: The Experimental Plantation in and against James Grainger’s *The Sugar-Cane*,” *EAS* 13, no. 2 (2015): 341–73, esp. 343. For victual warfare, see Rachel B. Herrmann, *No Useless Mouth: Waging War and Fighting Hunger in the American Revolution* (Ithaca: Cornell University Press, 2019). For Balcarres’s strategy, see Campbell, *The Maroons of Jamaica*, 219; Dallas, *The History of the Maroons*, 1:179, 2:138 (“unable to procure”).

27. Accompong, not Trelawney Town, Maroons are responsible for most of these stories (the ancestors of Accompong and Trelawney Town Maroons used to consider themselves one people). Bilby, *True-Born Maroons*, 378 (for the summary of the feast), 381 (for Accompong storytellers); Campbell, *The Maroons of Jamaica*, 243 (the land grab). On the importance of decentering cash crops in food histories, see Jennifer L. Anderson and Anya Zilberstein, “Empowering Appetites: The Political Economy and Culture of Food in the Early Atlantic World,” *EAS* 19, no. 2 (2021): 195–214, esp. 197.

officials in Nova Scotia did make plans to import garden seeds and agricultural implements, their planning began too late in the season for those items to be used). In November 1796, the lieutenant governor of Halifax, Sir John Wentworth, received a letter from England's home secretary informing him that it was "the express intention of the Legislature of Jamaica to continue the Provision for the Maroons, until they shall be enabled to subsist themselves," but he was wrong. The winter of 1796–97 was said by one scholar to be the harshest and longest since the British colonization of Nova Scotia in 1649, and described by a contemporary as "near three months longer than has been known Since the Settlement of Halifax in the year 1749."²⁸

During the late 1790s, several of the Maroons present at the 1800 negotiation had written petitions to officials in Jamaica and Nova Scotia to dispute the claims that they were thriving in a climate Wentworth portrayed as temperate. From 1797 onward, Maroons began petitioning about the unlivable conditions in Nova Scotia. White officials responded to the petitions with skepticism. They withheld rations, discredited accounts of Maroon hunger, and questioned the validity of their petitions, even in the face of high food prices and the cessation of Jamaican support. When at last the Maroons' petitioning succeeded in securing them the right to migrate to Sierra Leone, the provisions on the voyage itself were worse than what was standard, according to Ross. Thus, by the time they came to negotiate the Terms, the Maroons had plenty of experience going hungry, little faith in short-term government provisioning, and the knowledge that the act of committing their concerns to paper through the manuscript mediums of petitions and treaties had not consistently provided solutions.²⁹

28. Chopra, *Almost Home*, 79 (superintendents and Jamaica currency), 112 (additional money); Campbell, *Nova Scotia and the Fighting Maroons*, xii (the severity and duration of winter), 28 (seeds and tools); Duke of Portland to J[ohn] Wentworth, Whitehall, Nov. 1, 1796, CO 217/67, f. 155, TNA ("the express"); Wentworth to the Duke of Portland, Halifax, Nova Scotia, May 7, 1797, CO 217/68, f. 116, TNA ("near three").

29. Montague James to Lt. General Walpole, Halifax, Apr. 23, 1797, CO 217/68, f. 254, TNA; Montague James, the humble Petition of the Unfortunate Maroons, [n.d.], CO 217/69, f. 25, TNA; Petition of Captains John Jarret[t], Andrew Smith, James Barrel, James Laurence, Thomas Johnston[e], and Charles Shaw, in behalf of themselves and the whole of the Maroons now at Preston, [enclosed in Mr. Thornton's of Jan. 4, 1799], CO 217/70, f. 213, TNA (examples of petitions); Zilberstein, *A Temperate Empire*, 118–19 (Wentworth's climate denial), 127 (petitions in Nova Scotia); K. Wilson, "The Performance of Freedom," 62n17 (petitioning in Jamaica); Campbell, *Nova Scotia and the Fighting Maroons*, 71 (high prices), 133 (withholding rations); John Fraser to John Wentworth, Dartmouth, May 31, 1799, CO 217/70, f.

The Sierra Leone Company was already poised to be more generous about rationing because of previous failures to provision the Nova Scotians, and because the practice of giving foodstuffs as a gift was common for diplomats in North America, on the upper Guinea Coast, and in the other places where Sierra Leone Company officials traveled. Zachary Macaulay learned that when trading with the Fula, purchasers were required to generously provide kola nuts, tobacco, rice, and goods at the start and end of negotiations. Men working for the British Indian Department in North America had begun to bring provisions to treaties with Indigenous peoples and also to send negotiators home with rations for redistribution to kin groups. Later in the nineteenth century, after American officials began to replicate these practices, treaties started to include articles about long-term provisioning tied to annuity payments. The Nova Scotians were supposed to have received several months of government-issued foodstuffs, but Freetown's lack of ships made procurement difficult and distribution inadequate. Instead, the colony's council had championed wage labor, and Governor John Clarkson had required the Nova Scotians to work for rations.³⁰

In the year before the Maroons arrived in Sierra Leone, company officials had examined provisioning schedules that ranged from three to twelve months, so they were prepared to edit Article 7 to turn three months of government provisions into twelve.³¹ Ross explained that he had told the

70, TNA (discrediting hunger). For the delegitimizing of Maroon petitions in Nova Scotia, see Chamberlain to John Wentworth, Preston, June 20, 1797, CO 217/69, f. 130, TNA; [Unknown] to John Wentworth, Whitehall, Mar. 8, 1798, CO 217/69, ff. 11–13, TNA. For voyage provisions, see Campbell, *Back to Africa*, 1–4.

30. Scanlan, *Freedom's Debtors*, 47 (Macaulay and the Fula); Kelley, *The Voyage of the Slave Ship Hare*, 101 (provisions at trade palavers); Calloway, *Pen and Ink Witchcraft*, 175, 214 (provisions granted to Native Americans in treaties); Timothy Shannon, *Iroquois Diplomacy on the Early American Frontier* (New York: Viking, 2008), 78–102 (provisions and diplomacy); Herrmann, *No Useless Mouth*, 143–51 (poor provisioning in Nova Scotia), 174 (Americans charging Native Americans for the cost of provisions), 178–92 (poor provisioning in Sierra Leone).

31. John Gray and T[homas] Ludlam to the Duke of Portland, Freetown, Sierra Leone, May 6, 1799, CO 267/10, ff. 173–74, TNA (four and eight months); Campbell, *Nova Scotia and the Fighting Maroons*, 104 (twelve months), 147 (three, four, and no more than six months); Copy of that part of the Dispatch of the Sierra Leone Company to their Governor and Council at Sierra Leone, Mar. 22, 1799, CO 217/70, f. 244, TNA (twelve months). By June 1799 the council was planning to disburse twelve months of rations: six months at full rationing levels at about what was considered acceptable in the eighteenth century, three months at two-thirds this level, and a final three months at further reduced rations. For the first six months, each man and woman would weekly receive one pound of beef or pork; children would receive half a pound.

Maroons that “the Governor and Council never would entirely cut off their allowance” except in two instances: when “there was some previous fault” on the Maroons’ part, and when the governor and council “could first point out to them the manner in which they could support themselves.” Ludlam responded to Ross’s clarification to define the meaning of such a fault, “for instance, neglecting to clear and cultivate their lands.” Without this sort of failure, he promised, “the necessary supply of provision should be continued to them till they could maintain themselves,” though that period would not “exceed twelve months.” The Maroon captains pressed for an explanation of fault and for an extension of the provisioning period, which the councilmen granted—and extended again after twelve months in the colony had passed.³²

Finally, the captains asked for a change to Article 8, which dealt with “Public Works,” wages, and military alliance. The council agreed to change

One pint of rice, oatmeal, or half a pint of peas constituted the remainder for each man, woman, and child. Together, these commodities cost approximately £3,500. Ultimately, provisions reductions did occur, in April 1801, but in November, the moment that marked the end of twelve months of food aid, the council resolved to continue provisioning the Maroons. This effort to standardize rations predates the interest among metropolitan reformers in consolidating colonial laws and practices concerning the treatment of enslaved and formerly enslaved Black laborers that Nicholas Crawford has identified in the nineteenth-century British Caribbean. Copy of that part of the Dispatches of the Governor & Council at Sierra Leone to the Court of Directors, dated June which respects the Settlement of the Maroons in Africa, [June 1799], CO 267/10, f. 186, TNA (for the longer provisioning timescale); John Gray and T[homas] Ludlam, Estimate of the expense likely to be incurred by the Maroons for Provisions for the first twelve months after their arrival in Africa, supposing them to be in number 560 and about an equal proportion of Men, Women & Children, Freetown, Sierra Leone, June 10, 1799, CO 267/10, f. 195, TNA (for the types of provisions, and their cost); Herrmann, *No Useless Mouth*, 140 (for the rations of white colonists who went to Nova Scotia in 1783), 186 (for soldiers’ rations compared to Maroons’ rations); [council minutes], Apr. 29, 1801, CO 270/5, f. 207, TNA; [council minutes], Nov. 3, 1801, CO 270/6, f. 276, TNA (for provisioning after 1800); Nicholas Crawford, “‘The Reasonable Sustentation of Human Life’: Food Rations and the Problem of Provision in British Caribbean Slavery,” *EAS* 19, no. 2 (2021): 360–92, esp. 361, 364, 368.

32. Campbell, *Back to Africa*, 16 (“the Governor,” “there was,” and “could first”); CO 270/5, Appendix, f. 114, TNA (“for instance,” “the necessary,” and “exceed twelve”). For similar wording but slightly different comma placement that does not change the meaning of the agreement, see also [council minutes], Oct. 2, 1800, CO 270/5, ff. 60–61, TNA. For a shift away from government-issued rations after the start of the recaptive period in 1808, and toward Liberated Africans’ self-sufficiency by 1820, see Philip Misevich, *Abolition and the Transformation of Atlantic Commerce in Southern Sierra Leone, 1790s to 1860s* (Trenton: Africa World Press, 2019), 100, 120.

this article to refer instead to the public good or good of the settlement, using a daily wage identical to the wages delineated in Article 2. The remainder of Article 8 established the alliance between the Maroons and the Sierra Leone Council in case of a foreign invasion but left ambiguous what constituted an informal disturbance. It is clear from the negotiations that by 1800 the Maroons distinguished between the public good and public works—and only the former was acceptable. Company officials probably remained pleased that the Maroons had not challenged the idea of wage labor or refused the military service that would change the company's fortunes for the better. Only after negotiators discussed and agreed to these alterations do council minutes record that the Terms “were unanimously accepted by the Chiefs for themselves, and by General Montague James in the name & as the representative of the whole body of Maroons.”³³ The negotiation had concluded.

This treaty, as with the treaties that preceded and followed it, may have invited divergent understandings. The written treaties that British and American officials concluded with Indigenous Americans earned the moniker of “pen and ink witchcraft.” In India, English-language versions of treaties could differ substantially from the Persian version intended for Indian readers, and at times it was impossible to find common words to describe similar European and Indo-Persianate diplomatic protocols. Kenneth Bilby cites the possibility that the 1739 treaties presented verbally to the Maroons were different from the treaties that the British committed to paper, and it is possible that similar discrepancies arose from the Terms. Such room for misunderstanding at the point from which a treaty was concluded should urge readers to pay more attention to the negotiations themselves, which, as James Merrell suggests, should paradoxically shake readers' faith in the genre of treaties while also restoring it. If differences in meaning remain, they are nevertheless useful for tracking British intentions about treaties, and for hypothesizing about how Maroons may have understood them.³⁴



33. “A Narrative of the Rebellion which broke out in this Colony on the 25th of Sept. 1800,” CO 270/5, f. 105, TNA.

34. Calloway, *Pen and Ink Witchcraft*; Michael H. Fisher, “Diplomacy in India, 1526–1858,” in Bowen, Mancke, and Reid, *Britain's Oceanic Empire*, 249–81, 257 (different versions of treaties), 260 (language problems and diplomatic protocols); Bilby, “Swearing by the Past, Swearing to the Future,” 683n38 (divergent 1739 treaties); Merrell, “I Desire All That I Have Said . . . May Be Taken Down Aright,” 779 (paradoxes, shaking and restoring faith).

The treaty that the Maroons finalized with Thomas Ludlam ultimately dealt with three interlinking themes of settlement, alliance, and antislavery. Having considered the negotiations and their context, it is possible to compare the articles in this document to the 1739/1740 Leeward and Windward Treaties that ended the First Maroon War, to the more controversial 1796 agreement that concluded the Second Maroon War, and to the experiences of the Nova Scotians who preceded the Maroons into Freetown. These comparisons aim to point readers in useful directions for relating the Terms to other treaties that British diplomats engineered, and for considering how ideas about settlement, alliance, and antislavery changed over time. Terms dealing with settlement, encompassing land use, wage labor, and jurisdiction, include Articles 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, and 12 of the treaty. Article 8 is the only term to address alliance. The colony's antislavery position is delineated in Article 9 of the Terms, which forbade the Maroons to buy, sell, or possess slaves. It also prohibited any connection with the slave trade. The colony's stance on antislavery is also supported in the other articles that deal with Sierra Leone Company and Council jurisdiction.

Land use was the primary concern of the Terms. Article 1 established a patriarchal system of landholding and defined the age of male Maroon adulthood. This term granted six acres of land to each nuclear Maroon family: three acres for each man, two for his wife, and one per child. At least a third of the land was to be disbursed within three months of arrival, preempting the distribution problems that the Nova Scotians experienced in what is now Canada (ca. 1783–91) and Sierra Leone (ca. 1792–1800). In Nova Scotia, disbursement of land to Black Loyalists had taken as long as half a decade, rather than the maximum of three years that the Terms pledged to the Maroons. The Sierra Leone Company had offered the Nova Scotians twenty acres per man, ten per woman, and five per child before they migrated to Freetown. After landing and realizing that the Temne still contested the territory, Clarkson persuaded colonists to accept seven acres per family. The Terms thus granted the Maroons slightly less land than the Nova Scotians received and defined Black adulthood in the process. Twenty-one as the age of adulthood for Maroon men was the same age of adulthood as that for white men in England and the United States at this time, but some of the most influential English theorists, such as William Blackstone, did not discuss Black men or women when theorizing age. Slave traders did, but in their view, age indicated size and strength, not childhood, adulthood, or the right to landed property. In Jamaica, free Black peoples' ability to hold land was determined by white Jamaicans' legal and religious definition of a clean bloodline. The designation

of Maroon men as legitimate landholders was consequently unusual for the time, but in keeping with the Nova Scotians' rights.³⁵

A related, potential disagreement about this landholding aspect of settlement was the imagined shape of families and their relationship to the community. Maroons' polygamous practices had troubled the British as early as the First Maroon War, but the 1739/1740 and 1796 treaties did not address them. Wentworth hoped in Nova Scotia that the Maroons would give up polygamy. Yet Article 11 compromised about it, permitting already-established plural unions in Sierra Leone, but prohibiting men from acquiring more wives, and preventing the formation of new plural unions. Article 1 further supported monogamy by using the singular term *wife* in anticipating land grants to married women, and it incentivized monogamous marriages by failing to provide single women with a path to land ownership. This observation about single women does what Jessica Marie Johnson describes as surfacing silence in the imperial archive, identifying the company's disregard for single women as a null value that makes company officials responsible for failing to acknowledge Black women's lives.³⁶

Three months after the negotiation, in January 1801, the treaty was altered. Ross convinced councilmen from then on to allocate two acres of land to anyone over the age of fourteen. This change divorced the ability to acquire

35. Pybus, *Epic Journeys of Freedom*, 148 (delays in land disbursement in Nova Scotia), 150 (acreage promised to Nova Scotians), 152 (contested land in Sierra Leone), 171 (Clarkson's reduction of the acreage offer); Stefania Galli and Klas Rönnbäck, "Land Distribution and Inequality in a Black Settler Colony: The Case of Sierra Leone, 1792–1831," *Economic History Review* 74, no. 1 (2021): 115–37, esp. 127 (landholding among Nova Scotians and Maroons); Corinne T. Field, *The Struggle for Equal Adulthood: Gender, Race, Age, and the Fight for Citizenship in Antebellum America* (Chapel Hill: University of North Carolina Press, 2014), 6 (white male adulthood in the United States), 17 (Blackstone), 19 (white adulthood in England); Jessica Marie Johnson, *Wicked Flesh: Black Women, Intimacy, and Freedom in the Atlantic World* (Philadelphia: University of Pennsylvania Press, 2020), 81 (slave traders and age); Brooke N. Newman, *A Dark Inheritance: Blood, Race, and Sex in Colonial Jamaica* (New Haven: Yale University Press, 2018), 18–19 (bloodlines).

36. K. Wilson, "The Performance of Freedom," 55 (Maroon polygamy in Jamaica); Sarah M. Pearsall, *Polygamy: An Early American History* (New Haven: Yale University Press, 2019), 137–39 (polygamy in West Africa and Jamaica); Chopra, *Almost Home*, 94 (Wentworth), 139 (the Maroons' arrival). British officials recorded the migration to Nova Scotia as consisting of 167 men able to bear arms. Officials counted women together with old men and children to make up the remaining 401 migrants. 551 Maroons arrived in Sierra Leone in 1801, and two years later there were 247 men and 268 women, but children constituted 40 percent of this population. Campbell, *The Maroons of Jamaica*, 241 (Maroon population in Nova Scotia); Chopra, *Almost Home*, 158–59 (Maroon population in Sierra Leone); J. M. Johnson, *Wicked Flesh*, 135.

land from the need to be married or to be an adult. Perhaps the council agreed because Article 10 of the treaty made the Maroons responsible for caring for elders, the sick, and the infirm. In England, poor laws provided for people who were unable to work. In Freetown, in the short term, officials imagined landholding as the purview of men; they probably became more flexible over time because the community was obligated to care for people incapable of laboring.³⁷

Officials used the treaty to define labor by setting a schedule for clearing land (Article 3) and requiring that deserted land revert to the council (Article 4). Sierra Leone Company administrators hoped to accelerate what they thought of as the slow pace of a civilizing antislavery project of agricultural work. This push to encourage free people to produce cash crops characterized postemancipation societies around the Atlantic, with the exception of Haiti. Britons envisioned Black agriculturalists as people capable of withstanding the hot and seasonally rainy climate of Sierra Leone to grow some of the same profitable tropical commodities that flourished in Jamaica but had failed to thrive in Nova Scotia. Abolitionists chose the location of the first Granville Town settlement in Sierra Leone because of their beliefs that it was here that laborers could produce coffee, cotton, and sugar more cheaply than enslaved people in the Caribbean.³⁸

Articles 3 and 4 also reflected officials' familiarity with the challenges of putting these ideas into practice. Maroon men had refused to farm in Nova Scotia while drawing on several strategies, from depending on Maroon women for agricultural labor, to requesting provisions, to petitioning, to work stoppages. Before the Maroons' arrival in Sierra Leone, the council had struggled to hold the Nova Scotians to a land-clearing schedule because of the Temne dispute. After almost two years in the colony, the council decreed that Nova Scotians deemed to have cultivated less than three-fourths of the land granted to them were to forfeit any part of their allotment "exceeding one fourth part as is not cleared." In addition, the council introduced cash prizes rewarding the production of cabbages, cassava, corn, sugarcane, and yams. The Maroons' schedule for clearing land after two years was the same

37. [Council minutes], Jan. 14, 1801, CO 270/5, ff. 139–40, TNA (Ross's successful case for changes to the Terms that dealt with landholding and age); Susannah R. Ottaway, *The Decline of Life: Old Age in Eighteenth-Century England* (New York: Cambridge University Press, 2004), 30 (poor laws in England).

38. Chopra, *Almost Home*, 109 (civilization and Black bodies); Scanlan, *Freedom's Debtors*, 19 (crops and Haiti); Daniel Livesay, "Privileging Kinship: Family and Race in Eighteenth-Century Jamaica," *EAS* 14, no. 4 (2016): 688–711, esp. 689 (commodities in Jamaica); Everill, *Not Made by Slaves*, 143 (Granville Town).

as the Nova Scotians', but the council introduced additional expectations about their first year as agriculturalists in the colony. Article 3 thus required from the Maroons what the Sierra Leone Council had achieved with the Nova Scotians through a combination of cash prizes and threats to repossess land, and Article 4 safeguarded against the antiagriculturalist sentiment the Maroons expressed in Nova Scotia.³⁹

These clauses, together with Articles 5 and 6, offer readers evidence of British changes to Maroon land use. Article 5 stated that only the Sierra Leone governor or councilmen could grant lands and warned that anyone who purchased territory beyond the colony's borders would forfeit lands within them. Article 6 reiterated British and American ideas of individual rather than collective land ownership but prohibited the alienation of land without the consent of the government. These ideas were fundamentally at odds with Maroon Obeah, which "eloquently attested to the inalienability of land," as Kathleen Wilson has explained. Inalienability had been and continued to be the norm in Jamaica among the Maroons who remained after the Trelawney Town Maroons' exile. The Leeward Treaty bounded Maroons' territory with landmarks, and ascribed ownership to the collective; the Windward Treaty indicated that Maroons would receive a certain quantity of land, did not specify boundaries, but pointed to inalienability. The Leeward treaty stated what the Maroons could grow, raise, hunt, and sell; the Windward Treaty simply stated that the Maroons could raise what commodities they wished, but forbade them to grow sugarcane. The land use allowed by the Terms thus differed substantially from that described in previous treaties. The latter required cleared public roads, specified acceptable crops and hunting territory, and assumed that inalienability was the norm; the treaties did not specify it directly. The Terms, by contrast, required cleared private farms, dealt with neither crops nor hunting rights, and in practice explicitly required colonial officials' consent to alienate land.⁴⁰

39. Chopra, "Leaving Nova Scotia," 50–52 (Wentworth and agriculture in Nova Scotia); Chopra, *Almost Home*, 117 (resistance to planting); Zilberstein, *A Temperate Empire*, 126 (Maroon women's labor in Nova Scotia); Ellen Gibson Wilson, *John Clarkson and the African Adventure* (London: Macmillan, 1980), 85–86; E. G. Wilson, *The Loyal Blacks*, 191–92 (problems clearing and allocating land); Council Minutes, Nov. 11, 1793, CO 270/2, ff. 11–12, TNA ("exceeding"). For cash prizes see May 19, 1795, CO 270/3, ff. 155–61; Feb. 5, 1798, CO 270/4, ff. 191–93; and Jan. 20, 1801, CO 270/6, f. 35, all in TNA. As indicated by the last entry, the council continued to fund agricultural prizes after the Maroons had settled in, so they may have been eligible to receive them once they received their lands.

40. K. Wilson, "The Performance of Freedom," 70 ("eloquently attested"). The Leeward Treaty allowed the Maroons to grow coffee, cocoa, ginger, tobacco, and cotton. For these clauses and the clearing, cutting, and keeping clear of land, see Campbell,

The treaty's conceptualization of labor in Freetown also extended beyond agricultural production to encompass wage work and military service. Because antislavery thinkers believed that the process of becoming free should be arduous, Governor Ludlam would institute an apprenticeship system for formerly enslaved people after 1807. In Nova Scotia Maroon labor yielded nine pence per day plus clothing and provisions. In 1792 Clarkson had required Freetown colonists to work for food, setting wages at two shillings per day and requiring two days' labor per week. So, in addition to describing the quitrent, Article 2 allowed Maroons to choose to pay the tax by labor, and Article 8 required ten days of public labor on behalf of the colony while setting a standard daily wage at forty cents. Maroons' additional obligation to defend the colony was informed by previous Maroon treaties in the Caribbean and South America, prior Temne and French attacks, and the current situation with the Nova Scotians.⁴¹

The need for defense from a foreign enemy was established by the time of the negotiation, but historians have disagreed about the characterization of internal threats. Since the 1960s, historians have referred to an 1800 rebellion by Nova Scotians in the colony. More recently, I have offered a reinterpretation of this event as a food riot. After it occurred, Sierra Leone councilmen called this event an insurrection and a rebellion. At the time, Ross deemed it an insurrection as well as a riot. Dallas dubbed it an insurrection. The Nova Scotians' Code of Laws, the spark for this protest, denied the Sierra Leone Council the right to interfere in internal affairs in the colony but made no provisions for defending the colony against foreign attacks—presumably relegating this matter to the council. Whatever one chooses to call it, it is clear that councilmen deemed the Nova Scotians aggressors. They called the Maroons' arrival on the ship the *Asia* a “most unexpected intervention of

The Maroons of Jamaica, 127–36, esp. 128, 135. This shift in land ownership that the council engineered echoed British attempts after 1763 to change the meaning of Native American land titles. Stuart Banner, *How the Indians Lost Their Land: Land and Power on the Frontier* (Cambridge: Harvard University Press, 2007), 109.

41. Scanlan, *Freedom's Debtors*, 3–4 (hard work), 30 (civilization and wages); Mischevich, *Abolition and the Transformation of Atlantic Commerce in Southern Sierra Leone*, 118 (apprenticeship); [John] Wentworth to the Duke of Portland, Halifax, Nova Scotia, July 25, 1796, CO 217/67, f. 127, TNA (Maroons' wages); Herrmann, *No Useless Mouth*, 188 (Clarkson and the Nova Scotians' daily labor). The Leeward and Windward Treaties committed the Maroons to defending Jamaica in the event of foreign invasion or internal rebellion. The Dutch in Guiana had also signed treaties with Indigenous peoples' assistance to the Dutch in case of an invasion or insurrection; see Randy M. Browne, *Surviving Slavery in the British Caribbean* (Philadelphia: University of Pennsylvania Press, 2017), 20.

providence” that “completely changed the face of affairs.”⁴² It was consequently the Maroons’ negotiation over and recognition of the Terms that helped transform the Nova Scotians into Freetown’s internal enemies.

The treaty also enacted jurisdiction on behalf of the British Crown in Articles 4, 5, and 12 to shore up the colony’s antislavery position in Article 9. The council worried about its abilities to enforce laws for several reasons. First, the company charter granting the right to make and enforce English laws was just over a year old. Then, councilmen’s insistence on administering their own justice undermined Africans’ land claims, the landlord-stranger relationship, and the importance of the palaver. Finally, the Maroons had a history of disputing British jurisdiction—established through the 1739/1740 treaties and contested thereafter—in Jamaica. The Terms used Sierra Leone Company and Council jurisdiction in Freetown to establish Maroon subjection to the British Crown and forestalled their participation in the colony’s legal matters. The treaty created room for disagreements over jurisdiction because of the council’s inability to require the Maroons’ signatures and because Freetown would not officially become a Crown colony until 1808.⁴³

42. For historians deeming this a rebellion see Fyfe, *A History of Sierra Leone*, 68, 81–87; E. G. Wilson, *The Loyal Blacks*, 383–401; Mary Louise Clifford, *From Slavery to Freetown: Black Loyalists after the American Revolution* (Jefferson, NC: McFarland, 1999), 189–96; Pybus, *Epic Journeys of Freedom*, 191–202; Egerton, *Death or Liberty*, 219; Maya Jasanoff, *Liberty’s Exiles: American Loyalists in the Revolutionary World* (New York: Alfred A. Knopf, 2011), 304–7; Sidbury, *Becoming African in America*, 125–28. For the riot and the point about internal affairs see Rachel B. Herrmann, “Rebellion or Riot? Black Loyalist Food Laws in Sierra Leone,” *Slavery and Abolition* 37, no. 4 (2016): 680–703, esp. 680, 682–85. For the arrival of the Maroons and primary sources using the terms *rebellion* or *insurrection*, see “A Narrative of the Rebellion which broke out in this Colony on the 25th of Sept^r. 1800,” CO 270/5, Appendix, ff. 100–111, TNA; Campbell, *Back to Africa*, 14, 17 (for “riot”).

43. As Lisa Ford has argued, the legal subordination of people in defined territorial units was necessary to redefine sovereignty. Lisa Ford, *Settler Sovereignty: Jurisdiction and Indigenous People in America and Australia, 1788–1836* (Cambridge: Harvard University Press, 2010), 2 (on the intertwined nature of sovereignty and jurisdiction), 13 (on the necessity of subordination to redefine sovereignty); Chopra, *Almost Home*, 253n9 (the 1799 company charter); Kelley, *Voyage of the Slave Ship Hare*, 74 (landlord-stranger relationship); Bilby, *True-Born Maroons*, 263 (for Maroon descendants’ views about submission in Jamaica). For the establishment of jurisdiction through the treaties, see Campbell, *The Maroons of Jamaica*, 126–27, 136. For Maroon challenges to the treaties thereafter, see Ogborn, *The Freedom of Speech*, 93–94. For British attempts to expand their power in Jamaica, see Kopytoff, “Jamaican Maroon Political Organization,” 87, 96–97. The council had previously legitimized Black participation in certain legal realms. Councilmen established a Freetown court during the 1790s, headed by Zachary Macaulay as judge and constituted by a jury of Black Nova Scotians. In 1798 the Nova Scotians had appointed their own judges to complement the elected

Finally, the Terms required some Maroons to reexamine their expectations about and participation in slavery. As agreed in Articles 9 and 4 of the 1739/1740 Leeward and Windward Treaties, Maroons had caught and returned runaways in Jamaica. Wilson observes that in signing treaties that committed them to returning enslaved runaways, the Maroons agreed to a document that “performatively transformed rebels into subjects, allies of the plantation system, and turned former allies—the enslaved—into enemies.” The earlier treaties were what Jamaican planters probably envisioned as pro-slavery documents. As Amy Johnson suggests, however, freedom fighting for liberation and bondage were not mutually exclusive, and the Maroons did not simply uphold slave society in Jamaica; some Maroons were descended from runaways, some provided refuge, and some engaged in slaveholding that differed in substantive ways from other slave societies in the Americas. Some of the Maroons had transported slaves with them from Jamaica to Nova Scotia after the Second Maroon War. The Terms did not declare the Maroons free, because their freedom was already established, but the Maroons would have needed to adapt to Article 9’s prohibitions against slaveholding, against slave trading, and, in particular, against their connection to the slave trade in any form. The Company Transfer Act of 1807 would make it illegal to buy, sell, or assist in the exchange of slaves, but it remained “unclear how those who were subject to British law would be punished should they be caught dealing in slaves beyond the settlement’s boundaries,” as Philip Misevich argues. Although councilmen were not capable of predicting the future, articles in the Terms about jurisdiction anticipated the problem of colonists living outside the colony, where they might be coaxed into participating in the slave trade. In an instance of unintended consequences, it was the colony’s antislavery position that accelerated slave trading in the region. Once the Maroons arrived, the Royal Navy did indeed follow closely; after 1807, naval cruisers were so active that slave dealers expanded their operations south of Freetown’s frontier.⁴⁴

representatives called hundredors and tythingmen, whom the Sierra Leone Council had previously welcomed—by 1800, the council disapproved most of these representatives. Following the 1799 charter, the 1800 riot, and the arrival of the Maroons, Black colonists lost the right to elect representatives, and their choice of judges was not recognized. The Terms limited the practice of similar legal activities. Falconbridge, *Narrative of Two Voyages*, 124 (for the Freetown court); Egerton, *Death or Liberty*, 219 (judges); Fyfe, *A History of Sierra Leone*, 16, 48 (hundredors and tythingmen); Jasanoff, *Liberty’s Exiles*, 304–5 (representatives).

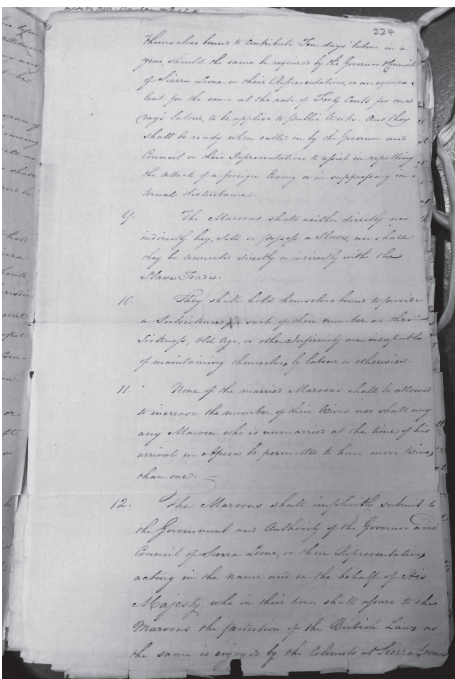
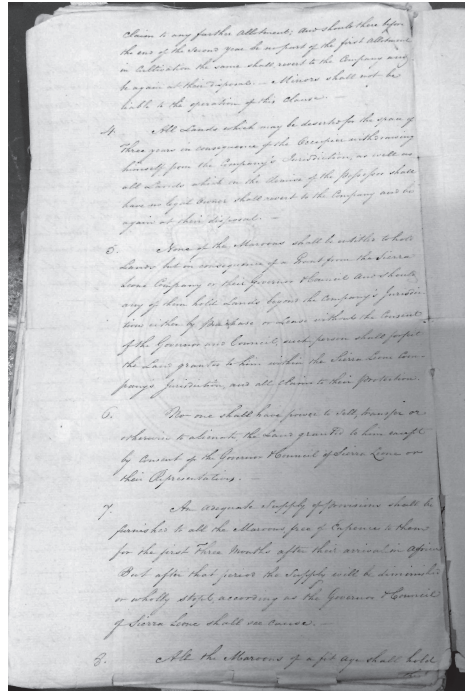
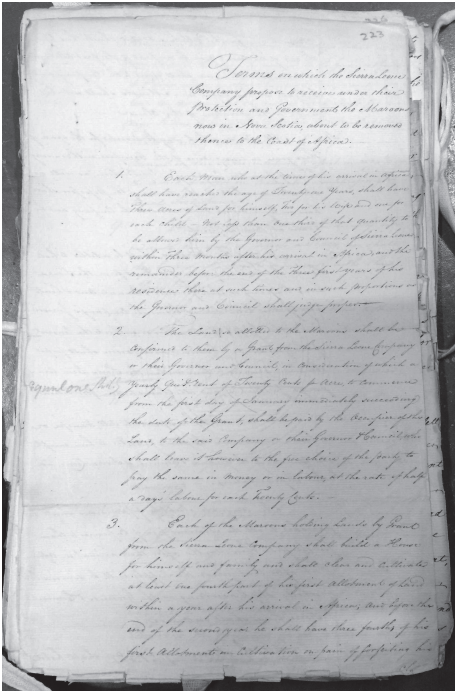
44. K. Wilson, “The Performance of Freedom,” 61 (quote, runaways); A. M. Johnson, “Jamaica’s Windward Maroon ‘Slaveholders,’” 275–76, 287; Chopra, *Almost Home*, 79 (slaves in Nova Scotia); Misevich, *Abolition and the Transformation of Atlantic*

In rushing to publish his 1803 history, Robert Charles Dallas was right to say that the Maroons' principles were indeed tested, but their slow, deliberate actions highlighted principles that Dallas ignored. The principles that mattered to Maroon negotiators included the rejection of writing on public documents, the right to protection against hunger through government rations or access to land, and the commitment to labor through allied military service or for wages for the public good. Although the negotiation was a swift one, the Maroons did not immediately disembark to join forces with the Sierra Leone Council; it took forty-eight hours for both parties to consider what they wanted and how to achieve it. It is clear from Ludlam's multiple readings of the Terms, the debate over ambiguous articles, and the need for the Maroon chiefs to accept as individuals (and for James to accept on behalf of the other Maroons) that this meeting was a formal mediation of a crucial agreement. The Sierra Leone Company's interest in confirming the Maroons' previous acceptance of the Terms in Nova Scotia; the council's urgent need to agree to the Terms in Freetown; the formal nature of the awkward negotiation that unfolded according to the Maroons' customs; the similarities between the Terms and the Leeward and Windward Treaties; the Maroons' comparison of the agreement to the 1796 treaty; and the fact that the Maroons in 1800 refused to sign the articles of agreement—all lend weight to the argument that this was a formal treaty. Recharacterizing these scattered documents as a treaty offers historians another primary source for thinking about how people of African descent used a mixture of diplomacy, law, and past precedent to negotiate rights of settlement conferred by their migration.

The Terms are reproduced in full just below. I have preserved all capitalization, spelling, and punctuation in the original. Because, as far as I have been able to tell, no revised version of the Terms exists in print or manuscript, any challenges or agreed changes to the Terms as a result of the negotiation are identified by footnotes at the end of the relevant term.⁴⁵

Commerce in Southern Sierra Leone, 4 (naval cruisers and slavers), 200 (quote). As Christina Snyder observes, "Virtually every pre-removal treaty demanded that Indians return African American captives and runaways," but it was often impossible for Native Americans to do so. In this sense, then, the early Maroon treaties resemble early treaties with Native Americans, and the 1800 Terms anticipate a similar turn against non-white peoples' slave trading in mid-nineteenth-century treaties with Native Americans. Christina Snyder, *Slavery in Indian Country: The Changing Face of Captivity in Early America* (Cambridge: Harvard University Press, 2010), 186.

45. "Terms on which the Sierra Leone Company propose to receive under their Protection and Government the Maroons now in Nova Scotia, about to be removed thence to the Coast of Africa" (enclosed in [Henry] Thornton to the Duke of Portland, Oct. 5, 1799), CO 267/10, ff. 223–24, TNA.



Figures 1–3. Folios from the original Terms, located in the Sierra Leone Original Correspondence series. Collections of the National Archives, Kew, United Kingdom.



“Terms on which the Sierra Leone Company propose to receive under their Protection and Government the Maroons now in Nova Scotia, about to be removed thence to the Coast of Africa”

1. Each Man who at the time of his arrival in Africa shall have reached the age of Twenty-one Years, shall have Three Acres of Land for himself, Two for his Wife and one for each child—Not less than one third of that quantity to be allowed him by the Governor and Council of Sierra Leone within Three Months after his arrival in Africa, and the remainder before the end of the Three first years of his residence there at such times and in such proportions as the Governor and Council shall judge proper.—

2. The Land so allotted to the Maroons shall be Confirmed to them by a Grant from the Sierra Leone Company or their Governor and Council, in consideration of which a Yearly Quit rent of Twenty Cents *P* Acre, to commence from the first day of January immediately succeeding the date of the Grant, shall be paid by the Occupier of the Land, to the said Company or their Governor & Council, who shall leave it however to the free choice of the Party to pay the same in money or in labour, at the rate of half a day's labour for each Twenty Cents.—⁴⁶

3. Each of the Maroons holding Lands by Grant from the Sierra Leone Company shall build a House for himself and family and shall clear and cultivate at least one fourth part of his first allotment of Land within a year after his arrival in Africa; and before the end of the second year he shall have three fourths of his first Allotment in Cultivation on pain of forfeiting his claim to any further allotment; and should there before the end of the second year be no part of the first allotment in Cultivation the same shall revert to the Company and be again at their disposal.—Minors shall not be liable to the operation of this clause.—

4. All Lands which may be deserted for the space of Three years in consequence of the Occupier withdrawing himself from the Company's Jurisdiction, as well as all Lands which on the demise of the Possessor shall have no legal Owner shall revert to the Company and be again at their disposal.—

5. None of the Maroons shall be entitled to hold Lands but in consequence of a Grant from the Sierra Leone Company or their Governor & Council and should any of them hold Lands beyond the Company's Jurisdiction either by Purchase or Lease without the Consent of the Governor and Council,

46. Negotiators may have debated this article, but it remained unchanged.

such person shall forfeit the Land granted to him within the Sierra Leone Company's Jurisdiction, and all claim to their protection.

6. No one shall have power to sell, transfer or otherwise to alienate, the Land granted to him except by consent of the Governor & Council of Sierra Leone or their Representatives.

7. An adequate Supply of Provisions shall be furnished to all the Maroons, free of Expence to them for the first Three Months after their arrival in Africa But after that period the Supply will be diminished or wholly stopt, according as the Governor & Council of Sierra Leone shall see cause.—⁴⁷

8. All the Maroons of a fit age shall hold themselves bound to contribute Ten days' labour in a year, should the same be required by the Governor & Council of Sierra Leone or their Representatives, or an equivalent for the same at the rate of Forty Cents for one day's Labour, to be applied to Public Works: and they shall be ready when called on by the Governor and Council or their Representatives to assist in repelling the attack of a foreign Enemy or in suppressing informal disturbance.⁴⁸

9. The Maroons shall neither directly nor indirectly buy, Sell or Possess a Slave, nor shall they be connected directly or indirectly with the Slave Trade.

10. They shall hold themselves bound to provide a subsistence for such of their Number as thro' Sickness, Old Age, or other Infirmary are incapable of maintaining themselves by labour or otherwise.

11. None of the married Maroons shall be allowed to increase the number of their Wives nor shall any any [*sic*] Maroon who is unmarried at the time of his arrival in Africa be permitted to have more Wives than one.

12. The Maroons shall implicitly submit to the Government and Authority of the Governor and Council of Sierra Leone, or their Representatives acting in the name and on the behalf of His Majesty, who in their turn shall assure to the Maroons the protection of the British Laws as the same is enjoyed by the Colonists at Sierra Leone.

47. Maroons asked and Thomas Ludlam agreed to revise this treaty article to allow for twelve months of provisions.

48. This article was revised to strike the reference to public works from the agreement and replace it with a reference to the public good or the good of the settlement.