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Courting conflict : managing Dutch East and West India Company disputes in the Dutch Republic

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2. The companies' competitors

Conflicts over entrance into the VOC and WIC charter areas

When the Dutch East and West India Companies were founded, that they had monopoly rights over vast swathes of oceans was essential to their constitution. But the division of the oceans into two separate operational spheres, one for each company, was not a foregone conclusion, nor was its implementation uncontested. Both companies faced competitors who attempted to enter their charter areas in breach of the monopolies they held.

Surprisingly, given the vast bodies of literature on the VOC and the WIC, very little research has been conducted in the vein of commercial conflict resolution involving the companies in the Republic. Readers of company histories might be excused for thinking that apart from smuggling, illegal trade, and prize cases, the companies were not in fact involved in many conflicts relating to the granting and guarding of their monopolies in the Republic. But as the Introduction and Chapter 1 have already begun to show, the lack of attention to conflict resolution is not borne out of the nonexistence of conflicts. In this chapter I will apply the idea of conflict management to disputes which touched on the VOC and the WIC monopolies. Recently, scholars have introduced the concept of conflict management to take a wider view of dealing with commercial disputes than is usually pursued in studies of conflict resolution. As discussed in the Introduction, conflict management is conceived as a process which restrains the actions of the disputants but leaves open the possibility to continue their business.¹ That is, the underlying conflict of interest is not eradicated, but an agreed upon course of interaction is found which does not necessitate its resolution. This idea is taken up in the conflicts which are examined in this chapter, in particular the disputes which involved the VOC. The view of conflicts involving the VOC is not limited to the court cases in which it appeared, but encompasses how the same conflicts were dealt with in other arenas prior to entering the court, or in fact, instead of entering the court. The States General played a crucial role in managing conflicts involving the VOC, in which the conflict over the company monopolies was not resolved by that body but terms of engagement were settled. When these arrangements fell apart, the disputes were transferred to the court.

The disputes which follow then were not all heard in the High Court. Those that were, followed different routes into that court; none of the cases followed the trajectory of city court to provincial court and finally to the High Court, which was set out in Figure 2. Of the four disputes which were heard in the High Court, one began in that court and then underwent revision before a bench constituted by the States of Holland; another was delegated by the States General to a specially constituted bench; one bypassed the

¹ Wijffels, "Commercial quarrels," 1 (Abstract). See also Justyna Wubs-Mrozewicz's NWO-funded research project entitled 'Managing multi-level conflicts in commercial cities in northern Europe (1250-1570)' <http://justynawubs-mrozewicz.blogspot.nl/> (accessed 2017-10-13).

Provincial Court when it was appealed from the Middelburg city court directly to the High Court; and the final case, which involved the Courland Company, was appealed from the Provincial Court to the High Court. This final case was inseparable from the context of numerous disputes between the WIC and Courland over the latter's incursion into trade on the West Coast of Africa. Perhaps most interesting, was the role of jurisdictional disputes embedded in these conflicts, which involved a foreign potentate, and as such made diplomacy a significant part of conflict management. Unsurprisingly, the States General interposed in some conflicts for reasons of state, overruling the jurisdiction of the Admiralty. The dispute which was heard in the High Court between the WIC and the Courland factor Henry Momber unfolded in the context of other Courland-WIC-Republic conflicts.

The first section of this chapter presents a chronology of how the VOC was created, followed by the drawn-out process of creating the WIC. In particular, the role of the States General in the creation of the companies is highlighted. That the States General wanted to create unified companies – for trade to Asia and Africa – was about more than curbing competition between existing firms. Defence and reasons of state were important considerations. This is blatantly clear in the chartering of the WIC, in which pro-war and pro-peace factions in the Republic's war against Spain and Portugal had very different ideas regarding Atlantic trade and colonisation. The processes of establishing the VOC and the WIC were fraught with tension. When the VOC and WIC each received a founding charter from the States General, the companies were granted exclusive rights over trade and navigation in the Indian Ocean, and the Atlantic and Pacific, respectively. Before moving on to consider how the companies dealt with their rivals in those charter areas, I consider the breadth of their monopolies. I demonstrate the usefulness of applying the idea of plural monopolies, which has been used for the VOC, to the WIC as well.

It is in those formative years of the VOC that the roots of disputes with rivals can be found. The VOC has been hailed as a merger of the individual firms which had competed in trade in Asia during the 1590s. These firms have come to be known as the Early Companies (*voorcompagnieën*). However, Olivier van Noort's Magellan Company was not part of that merger; perhaps unexpectedly, the Magellan Company became a tough opponent of the VOC up until the 1630s. Isaac Le Maire too had been involved in the trade with Asia prior to the creation of the VOC. His relationship with the unified VOC was fraught; he found a number of ways to retaliate against the VOC, not least in his Australia Company's successful attempt at discovering a new route to Asia. Both the Magellan Company and the Australia Company tried to constrict the VOC monopoly on the grounds of charters or permissions granted to them. The way in which conflicts between the VOC and these two companies were managed in the first decades of the seventeenth century is the focus of the second section of this chapter.

In the third section, I will highlight two conflicts which arose between the VOC and the WIC. By definition, the charter areas of the two Dutch companies did not overlap. Yet conflicts arose when one company impinged on the other's monopoly area. In both of the episodes under consideration, the States General was central to settling the disputes, which were successfully kept out of court. A recurring theme in this chapter, which

comes to the fore in the conflicts between the VOC and the WIC, is how the political body managed conflict between the companies. The first of the conflicts between the companies arose over the VOC's settlement at the Cape and slave trading from there. The WIC's strategy in that conflict as well as others, was to incorporate what was otherwise illegal into company operations via contracts, and thus profit from it. The second episode played out almost a century later, when a WIC employee sailed in the VOC charter area in what the VOC considered a breach of its monopoly along similar lines as Isaac Le Maire's Australia Company. However, after examining the way that the Australia Company court case had gone, the VOC intentionally kept the dispute with the WIC employee, Jacob Roggeveen, out of court.

Unlike the VOC, which tried to keep competitors out, the WIC let competitors into its charter area under certain conditions, stipulated in contracts. The WIC's strategy of incorporating illegality and legalising it through contracts is the topic of the final section. Two cases that arose out of contracted entrance into the company's monopoly are examined, the first involving merchants from the Dutch Republic, and the second a foreign trading company. The parties disputed whether or not the terms of the contracts had been breached, and the consequences thereof.

This chapter shows that when it came to their monopolies, the VOC and the WIC had different strategies for dealing with their competitors. While the VOC succeeded in eliminating competing firms by the 1630s, the WIC incorporated rival merchants through granting contracted entrance into the company's charter area. This strategy applied to the VOC when that company infringed on the WIC's charter area. The WIC thus profited from licensing out trade as well as conducting company trade. Conflict management is a useful concept when considering the disputes that arose between the companies and their competitors because of the encompassing view that it stipulates. The States General played a crucial role in mediating and settling disputes between rivals. Sometimes this meant that disputes did not enter the court; in other instances settlements did not last long and formal legal proceedings began between the parties. The companies and their competitors used the political and legal institutions of the Dutch Republic in managing monopoly-related conflicts.

Chartering companies in the Republic

This first section explores the way in which the States General worked towards the unification of multiple firms active in branches of trade and drew the power to grant monopoly charters for trade from the city and provincial authorities to itself. The States General succeeded in uniting the firms for long-distance trade with Asia, thereby chartering the United Dutch East India Company, the VOC. During the 1610s, the States General tried to merge the companies trading on the West Coast of Africa, but did not succeed in overcoming the opposition from the Amsterdam companies.² It is likely that it was those same Amsterdam Guinea companies which opposed the chartering of the WIC,

² Deursen, Smit, and Roelevink, *Resolutiën*, I:247 [1412]; 1754-1415 [1129]; 1793-1414 [1324]; 1800 [1356].

which faced opposition from other quarters too. Eventually, some three decades after the idea of a single company for Atlantic trade and colonisation was first proposed, the States General granted a charter to the West India Company.

The VOC and the WIC were constituted by charters (*octrooien*) and then maintained by renewal. These charters were part of the system of monopolies and patents issued by the States General over inventions and new discoveries, including 'discoveries' of new sea routes and lands. As G. Doorman noted, monopolies were sometimes used to promote friends but in other instances were issued with the express purpose of benefitting the common good.³ The States General was by no means the only body which issued charters – Karel Davids contends that we should consider patent systems in the plural, pointing out that towns, cities and provinces issued patents and charters too, creating multiple patent systems.⁴ This was certainly the case for the early seventeenth century when the early firms trading with Asia operated under charters issued by cities or provinces.⁵ It was by virtue of their sovereign power, maintained in the Union of Utrecht (1579), that provinces issued monopoly charters. But on matters of foreign policy and defence – for which the VOC and the WIC were in no small part intended – and for interprovincial enterprises, it was the States General that was the competent body.⁶ In the course of the late sixteenth and early seventeenth century, the States General was drawing the power of granting charters for monopoly companies to itself.

A difficult merger: the VOC

During the late 1500s, in the context of war against Spain and Portugal, a number of firms were set up for voyages to Asia to trade in spices which would otherwise have come onto the market via the Iberian Peninsula. Historians have debated the impetus behind the equipping of those first voyages – to what extent the embargoes by Kings Philip II and III of Spain on Dutch ships in Iberian harbours forced the Dutch to sail east themselves – it is clear that they took place in a period when long-distance trade was expanding.⁷ In a picture dominated by the VOC, these firms have acquired the teleological label of *voorcompagnieën*, that is, the firms which preceded the VOC.

Within a few years, the States General succeeded in altering the structure of trade from multiple firms based in different cities to a single, unified company with chambers based in those same cities. The firms based in the Republic competed with one another in the same goods, from the same places, which competition the States General considered

³ G. Doorman, *Octrooien voor uitvindingen in de Nederlanden uit de 16e-18e eeuw met bespeking van enkele onderwerpen uit de geschiedenis der techniek* ('s-Gravenhage: Martinus Nijhoff, 1940), 9-10.

⁴ Karel Davids, *The Rise and Decline of Dutch Technological Leadership: Technology, economy and culture in the Netherlands, 1350-1800*, 2 vols. (Leiden: Brill, 2008).

⁵ The First United East India Company Amsterdam operated with a monopoly charter granted by the city of Amsterdam. Dillen, *Aandeelhoudersregister*, 13-14.

⁶ Albert C. Meijer, "'Liefhebbers des vaderlandts ende beminders van de commercie'. De plannen tot oprichting van een Generale Westindische Compagnie gedurende de jaren 1606-1609," *Archief. Mededelingen van het Koninklijk Zeeuwsch Genootschap der Westenschappen* (1986): 23. The provinces had given over some competences to the States General, namely on issues relating to foreign policy and defence.

⁷ Gastra, *The Dutch East India Company*, 13; Heijer, *De geoctrooieerde compagnie*, 34.

detrimental to the trade. Competition between merchants drove prices up in Asia and the increased supply to the Republic drove prices down in the market there.⁸ Efforts to unify the firms at that point came to nothing.⁹ But over the following years city-based and provincial cooperation grew. Over time Amsterdam-based firms united and merged, eventually forming the First United East India Company, Amsterdam, in 1600, with a monopoly charter granted by the city.¹⁰ In the same year the United Zeeland Company was formed out of the burgomaster of Middelburg's firm – the eponymous *Compagnie ten Haeff* – and Balthasar de Moucheron's associates from his *Compagnie van Veere*, also known as *Compagnie de Moucheron*. De Moucheron himself however was not involved in the combined Zeeland undertaking.¹¹

Moving from regionally-based cooperation to a united company required overcoming opposition from the United Amsterdam Company, tensions between Holland and Zeeland, and from Balthasar de Moucheron. The United Amsterdam Company recognised the need for a single body to administer trade with Asia, but as the heir of the first of the firms in that trade, the Far Lands Company (*Compagnie van Verre*), the merchants claimed that their company should be that single administrative body, and requested a monopoly charter on trade and navigation east of the Cape of Good Hope for 25 years valid in Holland and West Friesland. This would have secured a very favourable and powerful position for Amsterdam, which was exactly what the other cities of Holland represented in the States of Holland wanted to curtail. Thus, the majority of the States of Holland stressed the need to reorganise the trade for the common good.¹²

It was likely the same fear of Amsterdam pre-eminence that fuelled the tensions between Holland and Zeeland. Gaastra points to the pressure exerted on the Zeelanders from various quarters, including Prince Maurits, which was needed to induce them to cooperate in the plan for a supra-provincial, unified, company.¹³ The Zeelanders, however, were not themselves a unified front. There were tensions between the three cities in which firms were based – Veere, Vlissingen and Middelburg – over the influence each would have within the single Zeeland Chamber.¹⁴ How Balthasar de Moucheron fitted into this picture of diverging interests is not entirely clear. De Moucheron had been one of the foremost supporters of and investors in finding a route to Asia via the north, and was involved in trade not only to Asia, but also on the West Coast of Africa, North Africa, Italy, and with north and south America.¹⁵ He did not take part in the United Zeeland Company

⁸ Gaastra, *The Dutch East India Company*, 19-20.

⁹ Dillen, *Aandeelhoudersregister*, 12-13. This argument is fleshed out in an unpublished paper I co-authored with my colleague, Erik Odegard. Kate Ekama and Erik Odegard, "Multiple Geographies: The spatial organization of Dutch trade activity between the Dutch Republic and the Atlantic and Indian Oceans, c. 1590-1650," in *European Social Science History Conference* (Vienna, Austria: Unpublished conference paper, 2014).

¹⁰ Gaastra, *The Dutch East India Company*, 20, 29-31.

¹¹ Dillen, *Aandeelhoudersregister*, 5-11.

¹² *Ibid.*, 14-15.

¹³ Gaastra, *The Dutch East India Company*, 20.

¹⁴ *Ibid.*, 31.

¹⁵ A. Prinsen, *Balthazar de Moucheron voorloper van de VOC* (Middelburg: Stichting VOC publicaties, 1987), 6-9. See also the very detailed account of de Moucheron's involvement in trade in J. H. de Stoppelaar, *Balthazar de*

when it was formed in 1600; it was that year when he requested a monopoly charter of his own from the States General, to secure his place in Indian Ocean trade. Specifically, he sought monopoly rights over trade on the east coast of Africa but the States General refused him.¹⁶ According to Gaastra, it was financial difficulty around 1600 which prevented de Moucheron from participating in the VOC in 1602. Confusingly, however, Gaastra also notes that de Moucheron was named among the 13 founding directors of the Zeeland Chamber and only gave up his seat the following year, in 1603.¹⁷

After the States General's initial, failed attempts at amalgamating the firms in 1598, the idea arose in 1600 with more urgency in light of the recent chartering of the English East India Company.¹⁸ While Gaastra describes the charter negotiations as 'lengthy' and 'difficult', the united company received its founding charter in March 1602.¹⁹ That charter was more than purely a monopoly granted for a specific duration of time; it was the founding document of the new company in which the company was granted public law competencies.²⁰ From its incorporation, the VOC had a hybrid character: the company was at once an extension of the States General's foreign policy, in the war against Spain and Portugal while simultaneously the VOC was a privately financed trading company.²¹

As one of the sticking points, Gelderblom *et al* point to the necessity that "all merchants active in the Asian trade needed to join if the new concern's monopoly was to work."²² All merchants were not included; Olivier van Noort's Magellan Company was not part of the merger. In fact, the charter issued to the VOC in 1602 included a provision that his Magellan Company could continue its operations based on the charter which it had received in the 1590s. This had serious implications for the VOC's monopoly and activities in the early years of the company's existence. So too did the activities of Isaac Le Maire, one time director of the VOC, who emerged as a rival of that company in the early decades of its existence. Both van Noort and Le Maire feature later in this chapter, in long-running conflicts with the VOC.

Moucheron. Een bladzijde uit de Nederlandsche handelsgeschiedenis tijdens den tachtigjarigen oorlog (den Haag: Martinus Nijhoff, 1901), esp. Chs 10-25.

¹⁶ Stoppelaar, *Balthasar de Moucheron*, 179.

¹⁷ Gaastra, *The Dutch East India Company*, 29, 31.

¹⁸ Gelderblom, Jong, and Jonker, "An Admiralty for Asia," 38.

¹⁹ Gaastra, *The Dutch East India Company*, 31.

²⁰ Jongh, "Tussen *societas* en *universitas*," 63-64.

²¹ Matthijs de Jongh has argued that the VOC and the WIC both had this hybrid character. *Ibid.*, 126.

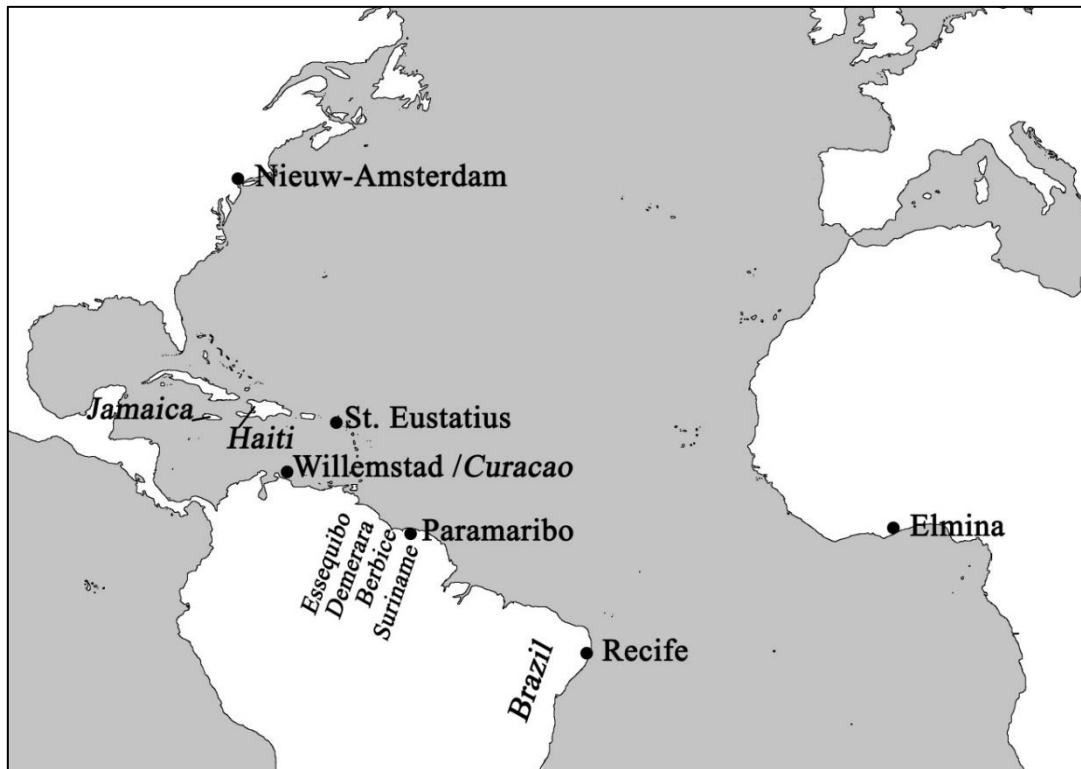
²² Gaastra, *The Dutch East India Company*, 20. Quote: Gelderblom, Jong, and Jonker, "An Admiralty for Asia," 38-39.

Figure 5: Map of the VOC's charter area



Source: NL-HaNA, Kaarten Leupe, toegang nummer 4.VEL, inventaris nummer 312

Figure 6: Map of the northern Atlantic, showing part of the WIC charter area



Map courtesy of Erik Odegard. Odegard, 2016.

Figure 7: Seventeenth century map of the world



Map of the World, Jan de Visscher, after Nicolaes Pietersz Berchem, c. 1670 - c. 1680. Rijksmuseum, Amsterdam.

Chartering the WIC

While the idea to create a single, monopoly company for the Atlantic arose earlier than proposals to unify the Asia traders, creating the West India Company took much longer than chartering the VOC. Opposition arose during the negotiations over the scope of the proposed monopoly, over the core business, and the influence that the States General would have on running the Company. Rivalries between cities and between provinces hampered progress towards chartering a company. War with Spain and Portugal was a significant issue in the creation of the WIC not only in disagreements over the role of the company in the conflict and decision-making power in war, but also because of the delay that the Twelve Years Truce (1609-1621) caused in negotiations. There were clearly disagreements between pro-war and pro-peace factions over the shape a West India company should take.

Willem Usselinx first proposed the idea of creating a chartered monopoly company for trade in the Atlantic in the 1590s, a time when long-distance trade from the Republic was flourishing. Due to "insufficient support", it took a number of years before the idea was taken up by the States of Holland, in 1606.²³ During the course of 1606 and into 1607 the plan to create a West India Company gained impetus, driven forward by the efforts of High Court judge Francois Francken (also Vranck). Francken's dedication to creating a West India Company has led Albert Meijer to reassess the role of Willem Usselinx, such was the importance of the judge in the 1606-7 period.²⁴ The States of Holland submitted a draft charter – based on the VOC's 1602 charter – to the States General which body circulated the draft among the provinces for consultation. Disagreements between stakeholders were discussed and negotiated. The beginnings of peace negotiations with Spain in 1607, which would lead to the signing of the Twelve Years Truce in 1609, halted the process and plans for a West India Company were put aside as a condition of peace. The idea was resurrected in 1614, and again in 1617, but it was only from 1618 onwards that negotiations again intensified, culminating in the June 1621 chartering of the West India Company.²⁵

Albert Meijer argues that the period from 1606-7 was foundational in the creation of the company. The issues which hampered negotiations in that phase, arose again in later years. One of the issues which hindered the negotiations in 1606 was rivalry between the cities in Zeeland. Middelburg dominated the other cities – Vlissingen and Veere – in the VOC Chamber Zeeland, a situation which Vlissingen and Veere wanted to avoid repeating. The cities could not agree on how to divide directors' seats and the equipping of ships between themselves. These were still points of discord in later negotiations, and even continued after the company was chartered in 1621. As Meijer

²³ Henk den Heijer, "The Dutch West India Company, 1621-1791," in *Riches from Atlantic commerce: Dutch transatlantic trade and shipping, 1585-1817*, ed. Victor Enthoven and Johannes Postma (Leiden: Brill, 2003), 78.

²⁴ Meijer, "'Liefhebbers des vaderlandts'," 41, 46. Francken was dedicated to the destruction of the Spanish, whether by the Republic's efforts or France's. According to Meijer, he agreed to move to France to oversee the creation of French West India Company should WIC plans stall in the Dutch Republic. Francken died before the company was chartered. See <http://resources.huylgens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/personen/5756> (accessed 2018-07-04).

²⁵ Bick, "Governing the Free Sea," 98-99; Meijer, "'Liefhebbers des vaderlandts'," 30-45.

points out, city-level rivalry hampered plans but did not thwart the company's formation.²⁶

Also in 1606-1607, there were protests from West Friesian cities Hoorn and Enkhuizen regarding the scope of the monopoly – in order to protect their own trade, they wanted to keep salt shipping out of the planned company's monopoly. Cities in Holland and Zeeland which were part of the negotiations in October 1606 were in favour of including the salt trade in the monopoly of the proposed company. Making the company attractive to investors was a reason to include the salt trade in the new company. The States General sent Francken and two other men to Hoorn to discuss the matter with the burgomaster of that city. The commission made concessions to the Hoorn salt traders to which Zeeland later objected. The Zeelanders claimed that they had been leaders in the salt trade, having 'discovered' the salt pans and shown the Hollanders the route, but Franken's concessions around division of shipbuilding and equipping ships for the salt trade disadvantaged Zeeland in the trade. When negotiations reopened in later years, the salt trade continued to be a sticking point in the company's formation.²⁷

Meijer suggests that in contrast to the VOC, the WIC was set up almost from scratch.²⁸ This view perhaps too easily sweeps aside the numerous firms and companies which were active in Atlantic trade by 1620. Around the turn of the century, Victor Enthoven notes, there were already eight firms trading on the West Coast of Africa, in gold and ivory.²⁹ During the truce, the merchants trading on the West Coast of Africa faced attacks from the Portuguese which threatened their trade. Between 1610 and 1612 they made numerous requests to the States General for assistance from the Admiralties. On the back of rising defence costs, the States General tried to induce the firms to merge and form a united company for the trade. The impetus behind the merger attempts was that a united company could be expected to cover costs of its own protection.³⁰ The delegation of the responsibility of defense takes on greater significance when the role of violence in the VOC and later the WIC is considered. The Guinea Companies were, after all, embroiled in the hostilities between the Republic and Spain and Portugal. In 1610 negotiations between Guinea firm representatives from cities in Holland and Zeeland got as far as a draft charter. Two of the firms, both Amsterdam-based, refused to accept it and so the plan was scuppered.³¹ But the States General did not give up on the merger idea: motivated by their view that it was necessary for the prosperity of the Republic and the trade in Guinea, the States General tried to merge the companies in 1612. Again, the Amsterdam companies obstructed the attempted merger, ostensibly following the advice

²⁶ City rivalry was not resolved in 1621; directors from other chambers came in as arbiters to resolve the dispute after the charter was issued. Meijer, "'Liefhebbers des vaderlandts,'" 37, 45.

²⁷ Ibid., 37-39, 43.

²⁸ Ibid., 46-47.

²⁹ Enthoven, "An assessment of Dutch Transatlantic commerce, 1585-1817," 425. M. R. Doortmont and J. Smit, *Sources for the Mutual History of Ghana and the Netherlands: An annotated guide to the Dutch archives relating to Ghana and West Africa in the Nationaal Archief, 1593-1960s* (Leiden: Brill, 2007).

³⁰ Simon van Brakel, *De Hollandsche handelscompagnieën der zeventiende eeuw. Hun ontstaan - hunne inrichting* (Den Haag: Martinus Nijhoff, 1908), 27.

³¹ Deursen, Smit, and Roelevink, *Resolutiën*, I:247 [1412].

of the Amsterdam magistrate.³² Simon van Brakel accounts for their unwillingness to merge thus: the Amsterdam firms were the most powerful of those trading in Guinea and they could manage the situation there – presumably referring to covering the costs of competition and attacks by the Portuguese – so that merging would only benefit ‘the weaker brothers’.³³

According to Victor Enthoven, a Guinea company was established in 1614 but no mention of it is made in the States General resolutions, indicating that it likely received a city or provincial charter.³⁴ Furthermore, the fact that the resolutions still mention Guinea companies – plural – in July 1615, clarifies that the 1614 company was not the merger the States General had tried to create.³⁵

In 1614 merchants from Holland started up WIC negotiations again. The result of this was a version of the 1606 charter amended by Johan van Oldenbarnevelt to increase the power of the States General by giving it the power to appoint a board member for the company, leaving the business of the company in the hands of merchants. Van Oldenbarnevelt was, however, of the pro-peace faction and thus concerned with not offending Spain and Portugal during the truce years. Soon after, Willem Usselinx penned a competing draft in which he proposed a dual structure for the company directorship which would keep matters of trade and state separate, controlled by chief shareholders and a Council for the Indies respectively. Importantly, Usselinx was of a different political bent to van Oldenbarnevelt: he envisaged an important role for Maurits of Nassau, not the States General, and his plan included the option for foreign princes to buy high office in the company, and in that way support the war against Spain and Portugal.³⁶ These two charters set out fundamentally different views of the relationship between the company and the state regarding the role of the States General in the company, and the creation of the company in keeping peace or making war with Spain and Portugal.

It is possible that Usselinx’s charter was the outcome of meetings in The Hague which had been organised after a group of merchants made a request to the States General in July 1614 to create a company for trade with the West Indies, the coast of Africa, and through the Magellan Strait. It is specifically mentioned in the resolution that the company would not endanger the interests of the VOC, nor cause any break in the truce with Spain and Portugal which was still ongoing. Consultations were planned in The Hague which included influential figures Willem Usselinx and Nicasius Kien.³⁷

Another company established that year was the New Netherland Company. It was formed when the four firms involved in trade on the east coast of North America decided

³² Ibid., I:754-755 [1129]; 1793-1124 [1324]; 1800 [1356].

³³ Brakel, *De Hollandsche handelscompagnieën*, 27.

³⁴ Enthoven, "Early Dutch expansion in the Atlantic region, 1585-1621," 43.

³⁵ Deursen, Smit, and Roelevink, *Resolutiën*, II:468 [537].

³⁶ Bick, "Governing the Free Sea," 98-105. Bick comments on the importance of religious division too. Foreign princes would have the opportunity to support the Protestant Republic in its war against Catholic Spain and Portugal.

³⁷ Deursen, Smit, and Roelevink, *Resolutiën*, II:284 [590] and n. 234. Nicasius Kien was involved in the exploration and trade in the north and that same year, 1614, was instrumental in founding the Noordse Compagnie. On the Noordse Compagnie see Louwrens Hacquebord, *De Noordse Compagnie (1614-1642). Opkomst, bloei en ondergang* (Zutphen: Walburg Pers, 2014).

to merge in order to take advantage of the States General's offer of monopoly charters for new discoveries made in the General Patent.³⁸ They approached the States General to request a monopoly, as noted in the resolutions of the States General from 11 October 1614. The New Netherland Company was to receive a charter for four voyages, valid for three years beginning 1 January 1615.³⁹

The Noordsche Compagnie too was formed in 1614. Initiative for the whaling company came from Hollanders and later a Zeeland 'chamber' was added. Particularly significant from the point of the chartering of the WIC, was the fact that both Groningen and Friesland were left out of the Noordsche Compagnie. This was salt in the wounds of the Frisians who had been excluded from the VOC in 1602. Exclusion fuelled the desire of both Frisians and Groningers to participate in the planned WIC. The two northerly maritime provinces worked hard at negotiating their way into the WIC when negotiations gathered pace and impetus in 1617, and from 1618 onwards.⁴⁰

With the attempted merger of the Guinea companies having failed, but the fur trade now under a monopoly New Netherland Company, trade in the Atlantic was still characterised by multiple firms which operated in specific branches of trade, with a degree of regional specialization.⁴¹ Plans for a single company for the Atlantic were picked up again in 1617 when the States General formed a special commission to deal with the matter of creating a West India Company. The commission favoured Usselincx's proposal and the powerful role that it suggested for the States General, Prince of Orange and noblemen in the management of the company. However, the States of Holland blocked the progress of this charter, supporting instead van Oldenbarnevelt and his commitment to peace. The power balance between the factions shifted following the political upheaval of 1618, and in particular van Oldenbarnevelt's execution. Over the coming months there were a number of amendments made to the shape of the proposed company: the extent of the States General's power on the board of directors was circumscribed; and the States General's financial contribution to the company would make it a shareholder. Despite opposition from Holland, including Amsterdam merchants trading with Guinea who wanted to limit the monopoly to the Americas to protect their interests in Africa⁴², plans progressed and a final draft was produced in October 1620.⁴³ That draft included the provision that cities or provinces which invested f100,000 could appoint a director in a chamber of their choosing. For their part, Groningen and Friesland were granted a

³⁸ Van Cleef Bachman, *Peltries or Plantations: The economic policies of the Dutch West India Company in New Netherland, 1623-1639* (Baltimore: The Johns Hopkins Press, 1969), 3-9. Jaap Jacobs, *New Netherland: A Dutch colony in seventeenth-century America* (Leiden: Brill, 2005), Ch 1, esp 34. Jacobs notes that some of the men involved in the newly formed New Netherland Company had experience working together as they were participants in the Northern Company.

³⁹ Deursen, Smit, and Roelevink, *Resolutiën*, II:337 [861].

⁴⁰ P. J. van Winter, *De Westindische Compagnie ter kamer Stad en Lande* (Den Haag: Martinus Nijhoff, 1978), Chapter 1.

⁴¹ Ekama and Odegard, "Multiple Geographies," 11-15.

⁴² It is quite possible that these Amsterdam merchants were in fact the individuals involved in the Guinea Company created in 1614.

⁴³ This paragraph is based on Bick, "Governing the Free Sea," 105-109. Quote, 107.

chamber, provided they could raise f0.5 million investment.⁴⁴ The charter was approved by the States General on 3 June 1621, almost thirty years after Usselinckx had first proposed the idea.⁴⁵

Over the following two years, the newly chartered company struggled to raise the capital needed to begin its operations, perhaps as a result of the ructions between the VOC and its shareholders at that time (discussed in Chapter 5).⁴⁶ Groningen struggled but succeeded in gathering subscriptions but Friesland did not, with the result that the latter was left by the wayside. Friesland's longed-for involvement in the WIC did not materialise, resulting in "longstanding rancour" against the company.⁴⁷

During that period, the traders who had formed the New Netherland Company in 1614, and then split again after their charter expired in 1618, continued their operations within the WIC's charter area until 1623.⁴⁸ What exactly happened to the New Netherland traders, and to the Guinea firms, in the early years of the WIC is unclear. Henk den Heijer states that they were dissolved; Victor Enthoven contends that they were absorbed into the WIC. According to Jaap Jacobs some New Netherland traders sold their ships to the WIC on the coast of North America while in *patria* some directors of the New Netherland Company became directors of the WIC.⁴⁹ The shift from multiple firms to a single West India Company belies the continuity in the structure of trade.

Company monopolies

Monopolies stood at the centre of the VOC and the WIC charters. In the early 1970s, Sinnappah Arasaratnam argued that the VOC constituted what he called a "many-sided monopoly system."⁵⁰ His short article set out the contours of debate over what were essentially diverging colonial visions: there were advocates of free trade and of continued monopoly policy within the upper echelons of company officials. Chris Nierstrasz has developed these ideas and convincingly argues that the VOC should really be considered as having comprised plural monopolies. There were three monopolies which the company acquired by different means. Firstly, the Dutch monopoly was granted by the States General, first in 1602 and renewed over time, and gave the VOC exclusive rights over trade

⁴⁴ Winter, *Stad en Lande*, 5-6.

⁴⁵ Heijer, *De geschiedenis van de WIC*, 28.

⁴⁶ *Ibid.*, 33. The WIC was by no means alone in its financial struggle. The Portuguese East India Company required four years before sufficient subscriptions had been collected in order for the company to be incorporated. José Engrácia Antunes and Nuno Pinherio Torres, "The Portuguese East India Company," in *VOC 1602-2002: 400 Years of company law*, ed. Ella Gepken-Jager, Gerard van Solinge, and Levinus Timmerman (Deventer: Kluwer legal publishers, 2005), 166-182.

⁴⁷ Winter, *Stad en Lande*, 7-10. Quote 10. In 1622 all directors appointed in the chamber were in fact from Groningen.

⁴⁸ Bachman, *Peltries or Plantations*, 15. Brakel, *De Hollandsche handelscompagnieën*, 31. Bachman is the only author to call Dutch Atlantic companies which preceded the WIC 'voorcompagnieën' which is the term exclusively reserved for reference to the companies trading in Asia before the VOC.

⁴⁹ Heijer, *De geschiedenis van de WIC*, 69. The Dutch word that den Heijer uses is *ontbinding*. Enthoven, "Early Dutch expansion in the Atlantic region, 1585-1621," 44. Jacobs, *New Netherland*, 37.

⁵⁰ S. Arasaratnam, "Monopoly and Free Trade in Dutch-Asian Commercial Policy: Debate and controversy within the VOC," *Journal of Southeast Asian Studies* 4, no. 1 (1973): 1.

with Asia from the Republic. The second monopoly, also granted by the States General, excluded all others from the Dutch Republic from intra-Asian trade. The third monopoly was over certain goods, in particular a number of spices, which the VOC acquired through bloody conflict and conquest in the early seventeenth century and which remained contingent on the VOC's capacity to enforce contracts with Asian sovereigns and exclude rivals. As Nierstrasz correctly concludes, the VOC's control of trade was at no point complete.⁵¹

Nierstrasz's research elucidates the ways in which the VOC devolved some of its monopolies to its servants. After the 1740s, the VOC opened parts of the intra-Asian trade to its employees which Nierstrasz argues was more about company policy than weakness in enforcement of a strict monopoly. This marks a departure from the enduring supposition that private trade was a manifestation of corruption among company employees and its endurance resulted from VOC weakness in imposing limits on those employees. Furthermore, it requires historians to nuance the argument that the VOC and English East India Company (EIC) differed so markedly in the allowances granted to their servants for private trade. It was exactly this strategy – allowing company servants to trade for their own accounts – which Emily Erikson points to in explaining the success of the EIC in Asia, and which Santhi Hejeebu argues made company employees more loyal to the company rather than less.⁵²

Within the ranks of both the VOC and the WIC there were long-running debates between advocates of monopoly policy and free trade. Arthur Weststeijn has shown that the VOC's monopoly policy was by no means uncontested. There were strident voices within the company as well as without which opposed the VOC monopoly: Pieter van Dam, Pieter de la Court and Pieter van Hoorn argued in favour of colonisation and free trade, and against the company's monopoly policy.⁵³

Within the WIC, advocates of private trade and of monopoly were divided particularly sharply along provincial lines. During the 1630s, Amsterdam and Zeeland directors disagreed over opening trade with Dutch Brazil: while Zeeland supported monopoly, Amsterdam was in favour of opening trade. After vacillating between conditional openings of the company monopoly and then reversals, in 1638 the States General decided to open the monopoly. After the loss of Dutch Brazil in 1654, conflicts along provincial lines continued to arise over the question of free trade. By the 1720s, the provinces' positions were reversed – then Amsterdam defended the remnants of the WIC monopoly while the Zeelanders were in favour of free trade.⁵⁴ As historians have

⁵¹ Chris Nierstrasz, *In the Shadow of the Company: The Dutch East India Company and its servants in the period of its decline, 1740-1796*. (Leiden: Brill, 2012), 73-75.

⁵² Emily Erikson, *Between Monopoly and Free Trade: The English East India Company, 1600-1757* (Princeton and Oxford: Princeton University Press, 2014), 1-3. Santhi Hejeebu, "Contract enforcement in the English East India Company," *The Journal of Economic History* 65, no. 2 (2005).

⁵³ Weststeijn, "The VOC as Company-State."

⁵⁴ Henk den Heijer, "A public and private Dutch West India interest," in *Dutch Atlantic Connections, 1680-1800: Linking empires, bridging borders*, ed. Gert Oostindie and Jessica Vance Roitman (Leiden and Boston: Brill, 2014), 166-174.

observed, the WIC monopoly was whittled away over time, both from inside the company as well as by outsiders.⁵⁵

The High Court cases which are discussed in this chapter and Chapter 3 have a bearing on the way in which we understand the VOC and WIC monopolies. Both companies had to defend their monopolies against intrusions, and did so in court. But at the same time, both companies allowed entrance into their monopolies in different ways: the WIC essentially leased out its monopolies to private traders via contracts, while the VOC allowed recognition trade of a more circumscribed kind. Unlike in Atlantic trade, the VOC infrastructure – ships, routes – were crucial to the recognition trade undertaken by private merchants.⁵⁶ The crucial point to make here is that while both the VOC and the WIC were granted monopolies, neither company operated as a strict monopoly. Both faced competition from foreign rivals, as well as from subjects of the States General at certain points in time, and both companies allowed private trade within their monopoly charter areas but to very different degrees. The differences that emerge out of the conflicts which are the subject of the following sections, is that while the VOC tried to keep its competitors out of its charter area, and succeeded in the first decades of the seventeenth century, the WIC structurally permitted private trade in its charter area under certain conditions. The VOC did not offer contracted entrance into its charter area like the WIC did.

Constricting the VOC charter area

Two groups of merchants who had formed companies on the basis of permissions granted in charters from the States General took the VOC to court over issues which related to the latter company's monopoly over trade and navigation east of the Cape of Good Hope. Not only do the cases open a window onto the kind of men who opposed the VOC, but they also show the ways in which they did that. Olivier van Noort tried to maintain the charter he had been granted before the creation of the VOC while Isaac Le Maire tried to skirt around the articles of the VOC monopoly and get a charter of his own which constricted the VOC's area. The States General played an important role in mediating the relationship between the disputants but the conflicts were later transferred to the courts. Clearly neither van Noort nor Le Maire was against monopolies in principle but each man responded to the way in which the VOC's monopolies limited his opportunities.⁵⁷ Both Olivier van Noort's Magellan Company and Isaac Le Maire's Australia Company should be considered as VOC competitors. Their opposition to the VOC's monopoly was not based

⁵⁵ See Enthoven and Postma, "Introduction," 2. For a concise overview of the WIC's loss of monopolies and the tensions between Holland and Zeeland within the company, see Heijer, "The Dutch West India Company," 77-112.

⁵⁶ In general the VOC guarded its Dutch monopoly jealously, but did in fact allow recognition trade to the Republic in certain goods. Chris Nierstrasz, *Rivalry for Trade in Tea and Textiles: The English and Dutch East India Companies (1700-1800)* (Basingstoke: Palgrave Macmillan, 2015), 26-30, esp. 28. WIC contracts for trade within the charter area are discussed later in this chapter, as well as in Chapter 3.

⁵⁷ A famous case took place in England in the 1680s, when Thomas Sandy opposed the East India Company on the grounds that monopolies were illegal. Stern, *The Company State*, 46-60.

on principled opposition to monopolies per se, but stemmed from their own designs on long-distance trade with Asia.

The one that got away? Olivier van Noort's Magellan Company

Rights granted by charter, fine spices, and company agents were at the centre of a long-drawn out dispute between Olivier van Noort's Magellan Company and the Dutch East India Company. For close to three decades the two companies were engaged in a difficult relationship. Initially, the States General set the terms on which the companies related, that is, the underlying conflict between the companies was managed by the States General. However, the conflict between the companies continued and eventually, with the permission of the States General, entered the legal system at the level of the High Court, where a case was heard in first instance. The conflict can be traced back to the late 1590s.

Unlike the majority of the *voorcompagnieën* which sailed to Asia via the Cape of Good Hope, there were two enterprises in the late 1590s which planned to reach the spice islands of the Moluccas by sailing across the Atlantic, through the Strait of Magellan and then across the north Pacific. Confusingly, each has been referred to as the Magellan Company in twentieth-century scholarship. The first was the Compagnie van der Hagen-van der Veken.⁵⁸ Both Pieter van der Hagen and associate Johan van der Veken originated from the Southern Netherlands and had established themselves in Rotterdam. Beyond trade with Asia, they had both been involved in trading with the Spanish-Portuguese colonies in Africa and America, and van der Veken was involved in Baltic trade and in herring fisheries.⁵⁹ Van der Veken in particular was a man of influence and importance in both political and commercial circles. He cultivated ties with the Rotterdam city government, had connections in the States General and States of Holland, to Oldenbarnevelt with whom he had a "close relationship", and the crowns of England and of France.⁶⁰ On 23 December 1597 the Compagnie van der Hagen-van der Veken received concessions from the States General for two return expeditions to the spice islands. The fleet which sailed the following year, under fellow Southern Netherlanders Admiral Jacques de Mahu and Vice-Admiral Simon de Cordes, has become well-known for the disastrous outcome – most of the crew was lost, as well as the majority of the f500,000 of invested capital.⁶¹ Johan van der Veken, neither ruined nor put off long-distance trade by

⁵⁸ Gaastra refers to it as the Magellan Company or Rotterdam Company. Gaastra, *The Dutch East India Company*, 17-23, esp. 19 (Table 11).

⁵⁹ P. C. Molhuysen, P. J. Blok, and Fr. K. H. Kossman, eds., *Nieuw Nederlands Biografisch Woordenboek*, 10 vols. (Leiden: A. W. Sijthoff, 1911-37), X, 1081-1083. Roelof Bijlsma, "Het bedrijf van de Magellaensche Compagnie," *Rotterdamsch Jaarboek* (1917): 26. In his inaugural lecture, Kernkamp recounts van der Veken's overseas trade endeavours and the business partners with whom the voyages were undertaken. See J. H. Kernkamp, *Johan van der Veken en zijn tijd* ('s-Gravenhage: Martinus Nijhoff), Published inaugural lecture, 14-23.

⁶⁰ Molhuysen, Blok, and Kossman, *NNBW*, X, 1081-1083. He was a financier of the Republic and van Oldenbarnevelt's personal banker. Noortje de Roy van Zuydewijn, *Van koopman tot icoon. Johan van der Veken en de Zuid-Nederlandse immigranten in Rotterdam rond 1600* (Amsterdam: Prometheus/Bert Bakker, 2002), 276.

⁶¹ N. Japikse and H. H. P. Rijperman, eds., *Resolutiën der Staten-Generaal, 1576-1609*, 14 vols. (Den Haag: Martinus Nijhoff, 1915-1970), IX:681 [354]. Bijlsma, "Het bedrijf," 26-27.

the disastrous endeavour, became a director of the VOC chamber Rotterdam in 1602. He held the position until his death in 1616, when he was counted among the wealthiest men in the city.⁶²

The second company set up in Rotterdam followed a very different trajectory. In the late 1590s, Olivier van Noort (Figure 8) set up a Rotterdam-based trading company called the 'Company of the Captain-General Olivier van Noort of the Magellan Strait'.⁶³ On 24 December 1597 van Noort was granted the same concessions as the States General had granted van der Hagen and van der Veken the previous day. That entailed assistance from the Admiralties for one journey and exemption from convoy fees for two return journeys to the 'East Indies' via the Strait of Magellan.⁶⁴ Unlike van der Hagen and van der Veken, who had strong ties to immigrants from the Southern Netherlands, van Noort was backed by Hollanders who invested in his company. Directors of van Noort's Magellan Company included Pieter van Beveren who was soon to become the mintmaster-general of Holland, and Jan Jacobsz Huydecooper, of the Amsterdam city council (*vroedschap*). Investments also came from generations of a Rotterdam family. Gerrit Huygensz was a merchant and herring shipowner (*reder*), and he held the position of alderman (*schepen*) in the city of Rotterdam. He invested f5000 to become major shareholder (*hoofd-participant*); his son Huych Gerrytsz van der Buys invested f4330 to become a director (*bewindhebber*); and van der Buys's children also invested in the company.⁶⁵ From Amsterdam, the Coeckebacker brothers, Claes Jacobsz and Jan Benninck, were involved in van Noort's company. Following the pattern of the Far Lands Company (*Compagnie van Verre*), Magellan Company crew members invested two month's wages in the company. Van Noort himself made a considerable investment. Together, the company's capital amounted to some f200,000 in f1000 parts.⁶⁶

The fleet, which was equipped in Amsterdam and Rotterdam, consisted of two ships and two yachts (*jachten*) with a crew numbering close to 250. Olivier van Noort himself was the Admiral of the fleet, aboard the *Mauritius*, with his associate Jacob Claesz in charge of the Vice-Admiral ship *Fredrik Hendrik*. Jacob Jansz Huydecooper, son of the Amsterdam director Huydecooper, was captain aboard the yacht named *De Hoop*. Unlike the Company van der Hagen-van der Veken, van Noort's intention to sail via the Magellan Strait was no secret – he planned to sail via the Strait to trade on the West Coast of South America, and from there proceed to the spice-producing islands of Southeast Asia. When it came to equipping the fleet, the dangers of sailing through the Magellan Strait scared off a number of prospective sailors so that van Noort had to make do with an inexperienced

⁶² Molhuysen, Blok, and Kossman, *NNBW*, X, 1081-1083. Zuydewijn, *Van koopman tot icoon*, 276. In chapter 8 van Zuydewijn traces Johan van der Veken's twentieth-century transformation from obscure merchant to iconic Rotterdam entrepreneur. Archivist Wiersum's research began the process which was completed in the 1990s when the city of Rotterdam decided to bestow the Johan van der Veken award on citizens who had, like van der Veken, made an outstanding contribution to the flourishing of the city.

⁶³ I refer to the company van Noort as the Magellan Company, which follows Bijlsma's usage. According to him, the company was referred to as the Magellan Company from 1603. Bijlsma, "Het bedrijf," 28, 29.

⁶⁴ Japikse and Rijperman, *Resolutiën*, IX:681-682 [355]. They had requested permission for six journeys free of fees but were granted two return trips.

⁶⁵ Bijlsma, "Het bedrijf," 28, 29.

⁶⁶ *Ibid.*, 28-31.

and motley crew. Van Noort's fleet set sail soon after the fleet of the *Compagnie van der Hagen-van der Veken*, in mid-1598.⁶⁷

Over the course of the van Noort Company's three-year voyage numerous crew members died, one of the yachts had to be abandoned and the *Fredrik Hendrik* was separated from the fleet and assumed lost. Despite the setbacks, van Noort himself was the first Dutchman to circumnavigate the globe, surviving Atlantic, Pacific and Indian Ocean crossings to return to Rotterdam in late August 1601. During the journey van Noort and company succeeded in conducting trade in spices in archipelagic Southeast Asia as well as taking prize off the coast of Chile, both of which activities the company was sanctioned to undertake. The charter granted van Noort's Magellan Company by the States General gave van Noort permission to conduct trade, while he and his fleet were sanctioned to do as much damage to the Portuguese and Spanish as possible in the fleet's *artikelbrief* which was signed by Prince Maurits.⁶⁸ The expedition was not a financial success.⁶⁹

Unperturbed, the directors of the Magellan Company opposed the chartering of a united Dutch East India Company during negotiations to form such a company in the early years of the seventeenth century. Roelof Bijlsma states that "the monopolisation of navigation to the East Indies met with resistance from the side of the directors of the Magellan Company, who continued to insist on the maintenance of their rights."⁷⁰ The directors of the Magellan Company manifest their opposition in a remonstrance submitted to the States General in February 1602, by which time negotiations for the merger were already quite advanced. It was based on the argument that they had been granted rights already. In 1597 van Noort had been granted exemption from convoy fees by the States General. He argued that it was for four journeys - the Rotterdam participants and the Amsterdam participants had each been granted this concession for two return journeys.⁷¹ The States General resolved on the issue in March, days after the VOC charter had been signed: the Magellan traders would continue to enjoy the concession granted to them, that is the 1597 concessions, for a limited period of time.⁷² This was specified in Article 34 of the VOC's charter which started to set out the vast area which would fall under the VOC monopoly. No one, other than the Company, being the VOC, would be allowed to sail from the Dutch Republic east of the Cape of Good Hope or through the Strait of Magellan during the period of 21 years, beginning in 1602, with the exception that concessions given to companies to sail through the Magellan Strait remained in their

⁶⁷ Ibid., 27-28.

⁶⁸ Ibid., 31.

⁶⁹ Ibid., 34. Van Noort did succeed in taking some ships prize en route. However, these did not bring in much valuable loot. One Spanish ship taken prize had gold on board, but the captain of the vessel threw it overboard, presumably to keep it out of van Noort's hands! On prizes, see *ibid.*, 32-33.

⁷⁰ Original: "*de monopoliseering van de vaart naar O.-Indië ontmoette verzet van de zijde van de bewindhebbers der Magelhaensche Compagnie, die op handhaving hunner rechten bleven aandringen.*" *Ibid.*, 35.

⁷¹ *Ibid.*

⁷² Japikse and Rijperman, *Resolutiën*, XII:298 [293].

entirety on condition that they will send their ships from the Dutch Republic within four years, on pain of losing their concession.⁷³

Whether van Noort's remonstrance was written from a position of weakness or strength is not clear. Was it a desperate attempt from someone already excluded and trying to salvage a future in trading? Or was it a significant obstacle put in the way of the proponents of a unified company? The outcome of the VOC charter negotiations and formation of the company was that the politically and commercially powerful van der Veken became a director of the Rotterdam chamber, while van Noort did not. The latter's Magellan Company continued to exist after the creation of the VOC in March 1602, with protection of its concessions for a limited period of time. The fact that van Noort's rights previously granted were recognised and upheld would indicate that his arguments were taken seriously. But why did the States General allow the continued existence of the Magellan Company? Bijlsma has suggested that van Noort's Magellan Company was allowed to maintain its concessions because it was not considered a serious competitor of the VOC: "Evidently people did not consider the competition of the Magellan Company of enough import to also win this party over to the charter."⁷⁴ But allowing the continuation of van Noort's Magellan Company does not quite line up with the States General's efforts to pressure the Zeelanders into a merger at the same time. By upholding the Magellan Company's concessions, the States General left a gaping hole in the VOC's monopoly. Was this a victory for van Noort as a man of influence and reputation himself? In 1602, van Noort took up a high-ranking office in the Anglo-Dutch fleet which sailed against the Portuguese, as part of the war against Spain and Portugal.⁷⁵ It is clear that van Noort would not have objected to the proposed VOC's military side. The reason for his exclusion should be sought elsewhere. It is possible that van Noort's exclusion from the VOC was a matter of finances – that he did not have the necessary sum to invest in order to gain a seat among the directors. Perhaps it was the influential van der Veken who managed to exclude van Noort's associates from the negotiations in order to advance his own interests at a city level. Van der Veken's clout may be part of the explanation as to why the Magellan Company was left out, but does not explain why the States General upheld van Noort's concessions.

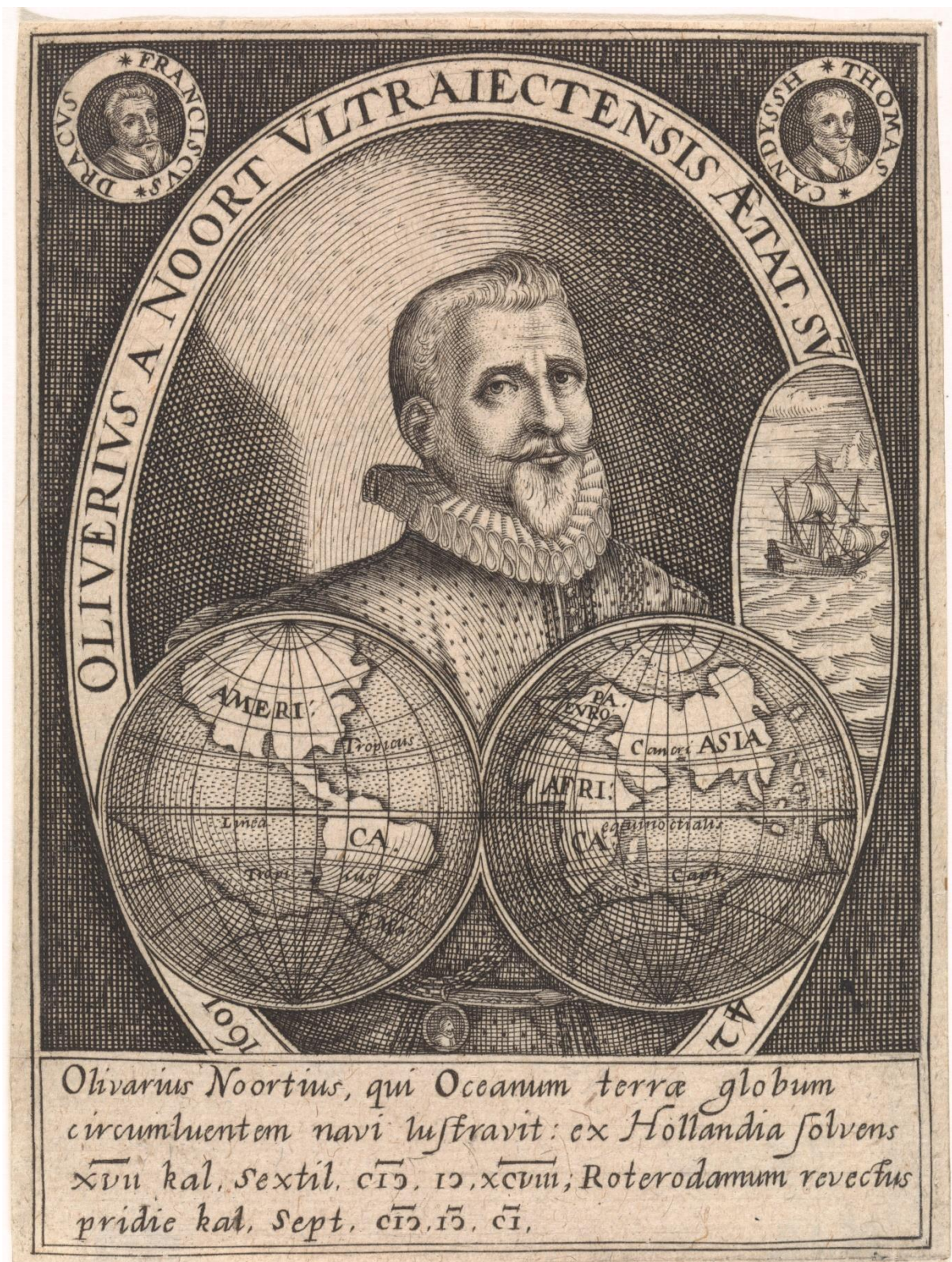
Revoking the Magellan Company's 1597 concessions may well have been seen as undermining the legitimacy of the States General. And on what grounds could they base such a decision? Whether desired or not, van Noort was not numbered among the directors of the VOC when it was established in 1602. Instead, his Magellan Company continued to exist, which would prove to be a thorn in the side of the VOC over the following decades.

⁷³ Article 34 in Witteveen, *Een onderneming*, 94. A problem in interpreting the charter article is the use of the plural. This may be explained by the fact that the Magellan Company had 'branches' in Amsterdam and Rotterdam.

⁷⁴ Original: "*Blijkbaar heeft men de concurrentie der Mg. Cie. niet van genoeg beteekenis geacht, om ook deze partij nog voor het octrooi te winnen.*" Bijlsma, "Het bedrijf," 35.

⁷⁵ Molhuysen, Blok, and Kossman, *NNBW*, VIII:1229. He was the deputy to the commander of the Dutch ships. After the expedition, he was captain in the Dutch army.

Figure 8: Portrait of Olivier van Noort.



Crispijn van de Passe (I), Portrait of the admiraal Olivier van Noort, 1601. Rijksmuseum, Amsterdam.

The States General: Managing the companies' conflicts

The relationship between the VOC and the Magellan Company was based on the charters of the two companies – the concessions granted to van Noort and associates in 1597 and the provision for their continuation in the VOC charter of 1602. The relationship between the two companies was to change dramatically in 1603 when news brought from Asia radically altered the Magellan Company's prospects. The States General set the terms of engagement between the two companies in 1603, which bolstered the VOC's claims to exclusivity in its charter area but at the same time allowed the Magellan Company to continue its trade within the VOC's monopolies.

After they had successfully navigated the Magellan Strait, in 1600 the vice-admiral ship *Fredrik Hendrik* became separated from the rest of the Magellan Company fleet along the coast of Chile and was written off as lost. However, the *Fredrik Hendrik* had in fact successfully sailed across the Pacific, and reached the island of Ternate. There, company agent Bartholomeus de Graeff closed an agreement with the Sultan: de Graeff sold the ordnance and ammunition on board, as well as the body of the vessel itself, to the Sultan in return for cloves.⁷⁶ The yacht *Het Duyfken* arrived in the Republic in February 1603 with news of the *Fredrik Hendrik's* arrival in Ternate. It was closely followed by *De Enckhuyzen* which carried some of the surviving crew who confirmed the news. In light of the trade agreement made, the Magellan Company directors announced that they were readying a fleet to sail to Ternate.⁷⁷

The VOC objected to the Magellan Company's plans, apparently claiming that it was a breach of the VOC's charter.⁷⁸ The matter was taken to the States General. The States General commissioned mediators to bring the parties to a settlement. The States General had earlier resolved that if the dispute could not be settled via mediation between the two sides's representatives, then it would be concluded with finality by the States General.⁷⁹ Because mediation came to naught, the States General made a decision on 7 October 1603 in which they set out the new terms of the relationship between the companies and settled the disputes between them. The first point made by the States General was that the Magellan Company had to renounce its charter and concessions.

So it is that we have declared and declare hereby, that the aforementioned Magellan Company will renounce the aforementioned charter and concession granted and that the same will be considered invalid and

⁷⁶ Bijlsma, "Het bedrijf," 35-37.

⁷⁷ Ibid., 36-37.

⁷⁸ Pieter van Dam, *Beschrijvinge van de Oostindische Compagnie*, 8 vols. (Den Haag: Martinus Nijhoff, 1927-54), I.i:10. According to my understanding, it was not a breach of the VOC's charter because of the provision made for the Magellan Company in Article 34. Furthermore, the time limit put on the concessions had not yet expired. Perhaps the VOC made some argument regarding what its monopoly covered – sea routes and/or products and/or trade.

⁷⁹ The three men were van Oldenbarnevelt, Magnus and van der As. Japikse and Rijperman, *Resolutiën*, XII:629 [319, 320] and n. 625.

without effect, such that based on its power no claim could be made on trade through the aforementioned strait or otherwise.⁸⁰

The Magellan Company acquiesced, leaving it in the position of having principals in the Republic and agents in Ternate with no legal means to connect them or ship cloves. The second issue dealt with was exactly that connection – VOC ships would transport the Magellan Company's agents (*commiezen*) and spices. The continued existence of the Magellan Company had undermined the VOC's monopoly in a serious way but the new terms of the companies' relationship as set out by the States General moved the VOC into a stronger position. The Magellan Company was reduced to an on-shore trading company with no possibilities to expand its trade, or exploit new opportunities. Its trade agreement with the Sultan of Ternate was upheld but a time limit of five years was placed on it. For five years the VOC would transport Magellan Company personnel and products to and from Ternate. According to the States General's terms, the VOC had to transport two agents to Ternate on behalf of the Magellan Company and later bring all the company's agents back, treating them as if they were their own employees, providing board and lodging without cost. Regarding cloves, the States General decided that VOC could not trade in spices on Ternate until the company's obligation to the Magellan Company had been fulfilled – that is, only once the Magellan Company's clove consignment had been fulfilled could VOC agents trade in spices on the island.⁸¹ This decision precluded competition between the companies' agents in Ternate by prioritising the Magellan Company's trade.

In some ways this resolution protected the VOC's monopoly – no others were allowed to send ships into its charter area as specified in 1602. But to prioritise the Magellan Company's trade undermined the VOC – the Magellan Company's trade agreement was protected from and indeed fulfilled by the VOC as a shipping company. Following this agreement, the VOC fleet under Admiral Steven van der Hagen brought the Magellan Company's first shipment of cloves to the Dutch Republic.⁸²

Going to court, c. 1610-1635

The States General's Resolution of 1603 did not bring animosity between the companies to an end. In fact, conflict between them escalated. Firstly, the companies did not adhere to the States General's terms of engagement. In particular, the VOC refused to transport Magellan Company personnel and letters. The VOC suspected that the Magellan Company letters contained anti-VOC sentiments, while the Magellan Company complained that the VOC was opening and reading their correspondence before handing it over to the directors. It is not clear when exactly this started but resolutions of the States General

⁸⁰ Original: "Soo ist, dat wy...verklaart hebben en verklaren by desen, dat de voorsch. Magellanische Compagnie sal afstant doen van den voorsch. octroye ende concessie... verleent ende dat deselve sullen gehouden sijn...kragteloos en sonder eenigh effect, sulcx dat uyt kraghte van dien geen vaart door de voorsch. Strate ofte andersints en sal mogen werden gepretendeert." Dam, *Beschrijvinge*, l.1:13.

⁸¹ *Ibid.*, l.i:13-14.

⁸² Bijlsma, "Het bedrijf," 39.

between 1613 and 1616 indicate that the dispute had already been going a number of years, with the two companies petitioning the States General.⁸³

Secondly, the companies disagreed on the proper arena to resolve their dispute. The Magellan Company wanted the States General to continue mediating their dispute, because, the company claimed, the States General understood the reasons why the Magellan Company had relinquished its concessions in 1603.⁸⁴ The VOC on the other hand wanted the dispute heard in the courts. Initially, the States General had also resisted handing the dispute to the courts, favouring a quicker way to deal with the dispute than litigation. Eventually both the States General and the Magellan Company acquiesced. As the VOC had wished, the dispute was put before the High Court.⁸⁵

The case between the VOC and the Magellan Company was not delegated to the court by the States General; it was heard by the High Court following the ordinary procedure of justice. This too was in line with the VOC's wishes.⁸⁶ The reference to ordinary procedure in this context likely means that the High Court would pass a sentence, not the States General. In the delegated cases discussed in Chapter 1, the High Court wrote a sentence but sent it back to the States General to be passed. In first instance, the case between the Magellan Company and the VOC was initiated by the directors of the Magellan Company against the directors of the VOC. A sentence was passed by the High Court in 1620.⁸⁷ The High Court's sentence then underwent revision, which required the bench be enlarged with legal scholars who had not previously heard the case.⁸⁸ This bench pronounced their verdict in 1623.⁸⁹ In 1624 the Magellan Company requested that the States General have some of the judges removed from the case due to conflicts of interest. The Magellan Company believed that four judges were themselves or were related to investors in the VOC. While the States General agreed in principle that judges with a vested interest should be distanced from the case, they decided that the High Court should deal with the request. This was specifically due to the fact that the case had not been delegated to the court but followed the ordinary procedure. Therefore, the States General decided, it would not interfere.⁹⁰ Unexpectedly, the sentence passed by the High Court on 20 January 1623 already included the names of three of the four Court of Holland judges whom the Magellan Company wanted as replacements for those with a vested interest in the outcome of the case. The conclusion of the sentence lists Reijnier van Persijn, Johan Oem van Wijngaerden and Abraham van der Meer amongst the judges who heard the case. Their fellow Court of Holland judge Willem Baersdorp was named alongside them as was

⁸³ Deursen, Smit, and Roelevink, *Resolutiën*, II: 170 [953], 182 [135], 231 [285], 250 [405], 252-173 [418], 638-179 [411], 718 [801], 740 [924].

⁸⁴ *Ibid.*, II: 170 [953]. NL-HaNA, VOC, 1.04.02, inv. no. 11120. Dossier: VOC vs. Magellan Company, unpaginated.

⁸⁵ *Ibid.*, II:170 [953]; 250 [405].

⁸⁶ *Ibid.*, II: 170 [953].

⁸⁷ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. no. 887 (1620), Register der dictums...geresolveerd.

⁸⁸ LeBailly and Verhas, *Hoge Raad*, 93.

⁸⁹ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. no. 935 (1623), Register der dictums...gepronuncieerd.

⁹⁰ Deursen, Smit, and Roelevink, *Resolutiën*, VII:64 [368]; 364 n. 368e.

Leiden law professor Cornelis Swanenburch. Gilles de Glarges, Pensionary of Haarlem, and Cornelius Smoutius, secretary of Rotterdam, brought the bench to seven.⁹¹

The dispute between the two companies limped on. In 1627 the High Court passed another sentence, in *rau actie*, indicating first instance, which was initiated by the Magellan Company against the VOC. In this sentence, pronounced on 4 March 1627, the judges are referred to as those “delegated” by the States of Holland. This is significant for two reasons. Firstly, it is clear that the bench which heard the case was not the normal bench of either the provincial court or the High Court; rather it consisted of men who were given the task specifically. Secondly, and following from this, it was the States of Holland in whose name they pronounced their judgment, not the States General or High Government as was sometimes referenced in other cases. The judges named in the 1627 sentence numbered seven in total, four from the Court of Holland and the remaining three from the High Court.⁹² Unlike the sentence passed in 1623, there was not a law professor specifically named among them. *Meester* Couwenburch (Pieter Couwenburch van Beloy), whom the Magellan Company requested replace one of the judges in 1624, was amongst the provincial court judges named in the 1627 sentence. The only man who was on the bench in both the 1623 and 1627 sentences was Johan Oem van Wijngaerden.⁹³

The sentence passed in the case in first instance between the Magellan Company and the VOC underwent revision initiated by VOC, in 1627/8. The case was sentenced on 14 July 1628 by a bench of seven judges. Amongst them were Reijnier van Persijn, Gilles de Glarges, and Professor Cornelis Swanenburch to whom the dispute between the companies was familiar as a result of their earlier involvement.⁹⁴ Some five years later, on 16 December 1633, the last sentence was passed by the delegated judges, in the name of the States of Holland. It was specifically stated that the 1633 sentence dealt with the execution of the first sentence in the case, dated 4 March 1627.⁹⁵ Thus we can conclude that the 1627 case which underwent revision in 1628 was continued in the High Court and finally sentenced in 1633. It concerned the payment, as set out in the first sentence, which the VOC was legally bound to make to the Magellan Company. Detailed accounts of the purchase and value of cloves, deductions made on the VOC’s debt and the payment of toll to the Sultan of Ternate were presented to the court and sentences set out the payments which should be made between the companies.

By 1633 the Magellan Company was in a state of liquidation. Over the following two years the Magellan Company was wound up and a final dividend paid out. Dividends of around 20% were paid to investors twice, in 1607 and 1613. The final payment of 85% was paid out to the heirs of the initial investors in the Magellan Company in 1635.⁹⁶

⁹¹ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. no. 935 (1623), Register der dictums... gepronuncieerd.

⁹² NL-HaNA, VOC, 1.04.02, inv. no. 11121 unpaginated. Sentence pronounced 4 March 1627.

⁹³ NL-HaNA, VOC, 1.04.02, inv. no. 11121 unpaginated. Sentence pronounced 4 March 1627. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. no. 935 (1623), Register der dictums... gepronuncieerd.

⁹⁴ NL-HaNA, VOC, 1.04.02, inv. no. 11121 unpaginated. Sentence pronounced 14 July 1628.

⁹⁵ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. no. 937 (1633), Register der dictums... gepronuncieerd.

⁹⁶ Bijlsma, "Het bedrijf," 42, 44.

The persistence of the Magellan Company reshapes the traditional view of the VOC as a merger of all the companies trading in Asia which was granted a watertight monopoly. The VOC was a merger of some of those companies, and was granted a monopoly within which there was provision for the Magellan Company to continue exploiting its pre-existing concessions. However, the VOC and the States General became aware of just how detrimental that was to the VOC's monopoly. The States General effectively constricted the VOC's monopoly in the early years by instructing the company to fulfil the role of transporter of cloves and clerks so that the Magellan Company could continue to trade in accordance with its agreement with the Sultan of Ternate, which would otherwise have constituted a major breach of the VOC's monopoly. Simultaneously, the Magellan Company was hamstrung: it was not allowed to send ships into the VOC's charter area any longer. In litigation, the Magellan Company pursued the same strategy as it had before the VOC was created, that is, enforcing terms of pre-existing agreements. Over the course of three decades van Noort's Magellan Company engaged with the VOC via the political and legal institutions of the Dutch Republic in which the company attempted to protect the charter it had been granted and enforce the terms of the relationship between itself and the VOC regarding shipment of cloves and transportation of company agents between the Republic and Ternate. The conflict was managed by the States General, but was transferred to the High Court, following the VOC's agitation to have the court resolve the dispute. The Magellan Company was eventually wound up in 1635 and no longer constricted the VOC's monopoly.

'Discovering' a route to circumvent the VOC: Isaac Le Maire's Australia Company

Isaac Le Maire, a merchant of Flemish origin, did not oppose the formation of the VOC as van Noort had done in the early seventeenth century. Le Maire was a director of the New Brabant company, set up in 1599, which then joined with the Old Company to form the First United East India Company, Amsterdam with a monopoly charter from the city. By virtue of his involvement in the *voorcompagnieën*, he received a directorship in the VOC when it was established in 1602, in the Amsterdam chamber.⁹⁷ He was also the largest investor in the company, putting f85.000 into the Amsterdam chamber.⁹⁸ His relationship with the company turned sour very quickly. In 1605 he was forced out of the VOC by his fellow directors. They suspected Le Maire of falsifying accounts for equipping ships in the fleet of 1604. Furthermore, they thought he was in contact with the French King Henry IV about starting a rival French company. Because of this he was forced to resign his position as a director.⁹⁹ Perhaps still smarting from the exclusion, in 1609 he publicised his

⁹⁷ Gaastra, *The Dutch East India Company*, 19, 29-31. The New Brabant Company (also Brabant Company or New Company) sent a fleet of four ships to Asia in 1599 under the command of Pieter Both. The ships returned in 1601.

⁹⁸ Heijer, *De geotrooieerde compagnie*, 59.

⁹⁹ Witteveen, *Een onderneming*, 64. On his dealings with Henry IV of France see also W. A. Engelbrecht and P. J. van Herwerden, eds., *De ontdekkingsreis van Jacob le Maire en Willem Cornelisz. Schouten in de jaren 1615-1617. Journalen, documenten en andere bescheiden*, 2 vols., Werken uitgegeven door de Linschoten-vereening ('s-Gravenhage: Martinus Nijhoff, 1945), II: Chapter 1.

criticisms of the company and was involved in speculating with VOC shares, which plummeted in value as a result.¹⁰⁰ But Le Maire's attempts at constricting the VOC's monopoly began in earnest in 1614.

Isaac Le Maire was not opposed to monopolies in principle, as is evident from his attempts to gain monopoly charters from the States General for himself. He was seeking ways to constrict the VOC monopoly, to carve out an area for his own company. Jaap Bruijn goes a step further: "From 1610 onwards some businessmen in Holland, not belonging to the Company, were eager to defy the monopoly of 1602."¹⁰¹ Similarly, Roelof van Gelder comments that Le Maire held a grudge against the VOC and was set on breaking the company's monopoly.¹⁰² According to Bruijn, the VOC's response was to send Joris van Spilbergen and his fleet out across the Atlantic in 1614 to show that the company could cover its whole charter area. However, this did not stop Le Maire and his associates from Hoorn from continuing with their plans.¹⁰³ Isaac Le Maire's son Jacob (Figure 9) set sail in 1615, with Willem Schouten, in what was a serious test of the limits of the VOC.¹⁰⁴ Their expedition had multiple aims: firstly, to find an alternative route to Asia, not through the Magellan Strait or around the Cape of Good Hope which were mentioned in the VOC's 1602 charter; secondly, the search for the southern continent (*Zuidland* or *Terra Australis*); and thirdly, to conduct trade in areas where the VOC had not established itself.¹⁰⁵

The longest-lasting result of the expedition was the discovery of a route into the Pacific south of the Magellan Strait, which they named Le Maire Strait. This course included rounding the point which they named Cape Horn.¹⁰⁶ The voyage was to have shorter-term consequences too, which had serious implications for the VOC monopoly, as well as the WIC monopoly which had yet to be granted but which was under discussion.

Jacob Le Maire and Willem Schouten sailed through the newly discovered strait, across the Pacific and reached Jayakarta where they received a hostile reception from the VOC. Governor-General Jan Pietersz Coen declared them in breach of the VOC's monopoly; their ship, the *Eendracht*, was seized as were the ships papers, and the crew sent home on the VOC's return fleet. Van Gelder points out that protesting Coen's decision did not make

¹⁰⁰ Gelderblom, Jong, and Jonker, "An Admiralty for Asia," 30. Heijer, *De geötrooieerde compagnie*, 99.

¹⁰¹ Jaap Bruijn, "The Dutch role in charting the Pacific," in *Kapitaal, ondernemerschap en beleid. Studies over economie en politiek in Nederland, Europa en Azië van 1500 tot heden*, ed. C.A. Davids, W. Fritschy, and L.A. van der Valk (Amsterdam: NEHA, 1996), 429.

¹⁰² Roelof van Gelder, *Naar het aards paradijs. Het rusteloze leven van Jacob Roggeveen ontdekker van Paaseiland, 1659-1729* (Amsterdam: Uitgeverij Balans, 2012), 20.

¹⁰³ In addition to Isaac Le Maire, the named directors of the Australia Company were Pieter Clemensz. Kies, brewer and former burgomaster of Hoorn; Jan Clemensz. Kies, secretary; Jan Kansz. Molenwerf, alderman of Hoorn; and Cornelis Segertsz. who lived in Hoorn. It was clearly an undertaking based in Hoorn. Engelbrecht and Herwerden, *De ontdekkingsreis van Jacob le Maire en Willem Cornelisz. Schouten*, II: 34.

¹⁰⁴ Bruijn, "The Dutch role," 429-430.

¹⁰⁵ Gelder, *Naar het aards paradijs*, 20; Engelbrecht and Herwerden, *De ontdekkingsreis van Jacob le Maire en Willem Cornelisz. Schouten*, 44. Engelbrecht and Herwerden note the specific instruction to the Australia Company men that, if they did not succeed in establishing new trade connections in Terra Australis, they should get permission from the VOC authorities to trade in areas under the company.

¹⁰⁶ F. W. Stapel, *De Oostindische Compagnie en Australië* (Amsterdam: P. N. van Kampen & Zoon, 1937), 72; Bruijn, "The Dutch role," 429-430.

a difference; complaints had to be directed to the Gentlemen Seventeen in the Republic.¹⁰⁷ After Schouten's and the crew's return, Isaac Le Maire did indeed make his complaints known. He claimed compensation for the seizure of the ship in court, in the Republic. Moreover, he petitioned the States General for ten year rights to publish the voyage journal and prevent Willem Jansz (later Blaeu) from doing so.¹⁰⁸ At the same time, whether or not Jacob Le Maire and Willem Schouten had indeed broken the VOC monopoly was under consideration. Lastly, the implications of their discovery of Le Maire Strait, also occupied the States General, in light of ideas to charter a West India Company.

In July 1617, Isaac Le Maire and his associates requested compensation from the VOC. They asked the States General to ensure that the VOC directors pay three times the damages and interest resulting from firstly, the seizure of the *Eendracht* in Jayakarta, secondly, consulting the ship's papers, and thirdly, the death of the general (presumably, Admiral of the ship) and trade of his goods.¹⁰⁹ In March of the following year, 1618, the States General delegated the case between the VOC and the Australia Company to a specially constituted bench which consisted of four judges from the High Court and three from the Court of Holland, with the stipulation that none had interests in either company.¹¹⁰ According to Dirk Jan Barreveld, the judges were supposed to adjudicate the question of compensation payable to the Australia Company, not whether or not the Australia Company had broken into the VOC monopoly.¹¹¹ In April 1622 the bench pronounced their decision, and awarded the Australia Company compensation.¹¹²

Barreveld indicates that at the same time the bench presented a non-binding opinion on the question of whether or not the Australia Company had broken the VOC

¹⁰⁷ Gelder, *Naar het aards paradijs*, 21.

¹⁰⁸ The ship's papers were a contentious issue. Herman de la Fontaine Verwey recounts the tussle between Le Maire and Jansz over the papers. He suggests that Jansz received the papers from the VOC. But neither the States General nor the States of Holland were in favour of the information being published by Jansz. The States General favoured secrecy in order to protect the VOC monopoly; in contrast, the States of Holland and Johan van Oldenbarnevelt with them, were anti-VOC Amsterdam, which manifest in pro-Australia Company feeling. The States of Holland supported the Australia Company's rights to publish; Jansz's attempts to publish an account of the voyage were viewed as breach of copyright. The States of Holland relented in 1618 and allowed Jansz to publish maps. He circumvented the the ban on publishing the account by calling it Schouten's journal, that is, by omitting any reference to Jacob Le Maire. In that same year van Oldenbarnevelt was arrested: one of the allegations against him was directly related to the dispute between the VOC and the Australia Company. It was alleged that he had tried to break the monopoly of the VOC by supporting the Australia Company. From that point to accusations of treason was a conveniently small step: if the VOC was weakened by the Australia Company, it would make it harder for the VOC to succeed in military operations in the Indian Ocean, so supporting the Australia Company was tantamount to aiding the Portuguese. Interestingly, Verwey notes that in 1617 and 1618 Schouten was trying to get his papers back from the VOC. He succeeded in 1618, the same year he signed on a company employee. This summary is based on Verwey's fascinating article which investigates the authenticity of Schotuen's journal and the role which Schouten played in its publication.

Herman de la Fontaine Verwey, "Willem Jansz Blaeu and the voyage of Le Maire and Schouten," *Quaerendo* 3, no. 2 (1973): 89-92, 100.

¹⁰⁹ Deursen, Smit, and Roelevink, *Resolutiën*, III:164 (1019). The resolution mentions the directors in Amsterdam without clarifying whether this was the Gentlemen Seventeen who were meeting in Amsterdam at the time or if they meant the directors of the Amsterdam chamber. From the wording, the latter is more likely.

¹¹⁰ *Ibid.*, III:352-353 (2319).

¹¹¹ Barreveld, *Tegen de heeren*, 168.

¹¹² NL-HaNA 3.03.02 Hoge Raad van Holland en Zeeland inv. nr. 935 (1622), Register der dictums... gepronuncieerd, scan 29.

monopoly. This was an issue that was supposed to be concluded by the States General. Despite not having any jurisdiction, the bench believed unanimously, that the Australia Company had no right to trade anywhere lying east of the Cape of Good Hope and west of the Strait of Magellan. This pronouncement entrenched the VOC monopoly.¹¹³ These pronouncements did not settle the disputes between the VOC and the Australia Company, however, which continued into the 1640s.

From the States General's resolutions it is clear that interpreting the articles of the VOC's charter was central to the dispute between the companies. Had the Australia Company broken the VOC monopoly? This question was certainly intertwined with the issue of compensation for the seizure of the ship but was something which was also connected to the granting of a monopoly to the Australia Company for future voyages. The Australia Company had received a charter from the States General to undertake their initial voyage and based on the result of that voyage – the discovery of Le Maire Strait – had requested that their rights be expanded. In July 1617, the Australia Company directors requested that the States General extend their permission from four journeys to eight through the Le Maire Strait over the following 20 years. The monopoly aspect of their request was clear: they asked the States General to forbid all inhabitants of the Republic to sail south of the Magellan Strait for the period of the Australia Company's voyages.¹¹⁴ Their request was based on the offer of monopolies over discoveries issued by the States General in 1614.¹¹⁵ According to Bruijn, Le Maire and Schouten had been instructed not to trade in areas where the VOC was active.¹¹⁶ But the company clearly had designs on trading in Asia: Barreveld points out that their requests over the course of the 1610s entailed the right to trade with places in Asia not under the control of the VOC, that is places they reached through the new strait, including Africa, India, China, Japan and all other lands not yet 'discovered'.¹¹⁷ This was a serious challenge to the VOC's monopoly of the area.

The Australia Company's vision for their own trade was not neatly divided into Atlantic and Indian Oceans, but displayed a continuous westward view. The monopoly request on the Le Maire Strait was simultaneously a serious challenge on the VOC monopoly and on a future West India Company. In May 1620, the directors of the Australia company made an attempt to protect the rights that they had been granted in light of a

¹¹³ Barreveld, *Tegen de heeren*, 168-175.

¹¹⁴ Deursen, Smit, and Roelevink, *Resolutiën*, III:164 (1018).

¹¹⁵ *Ibid.*, III:163 (1011). The States General's offer of a charter (*Generael Octroy*) to 'discoverers' of new routes or lands included a monopoly over navigation sufficient for four voyages. Cornelis Cau et al., eds., *Groot Placaet-boeck vevattende de placaten, ordonnantien ende edicten van de Doorluchtige, Hoogh Mog. Heeren Staten Generael der Vereenighde Nederlanden ende vande Ed. Groot-Mog. Heeren Staten van Hollandt en West-Vrieslandt; mitsgaders vande Ed. Mog. Heeren Staten van Zeelandt. Waer by noch ghevoeght zijn eenige Placaten van voorgaende Graven ende Princen der selver Landen, voor soo veel de selve als noch in gebruyck zijn.*, 10 vols. ('s Gravenhage en Amsterdam: Hillebrandt Jacobsz van Wouw etc., 1658-1797), I:563-566. Various others took advantage of this opportunity, including the firms which were active in the fur trade in North America. They chose to merge and then received a monopoly from the States General, in October 1614. Deursen, Smit, and Roelevink, *Resolutiën*, II:337 (861).

¹¹⁶ Bruijn, "The Dutch role," 429-430.

¹¹⁷ Barreveld, *Tegen de heeren*, 164.

potential monopolistic West India Company. They wanted the States General to ensure that, even if a West India Company were established, the rights that the Australia Company had received would be maintained. The States General did not take an immediate decision.¹¹⁸

When the WIC was chartered in 1621, it received the exclusive rights to the passages via South America: Article One of the WIC charter specified that no inhabitants of the Republic except those acting in the name of the newly founded company would be allowed to use the Magellan Strait, Le Maire Strait, or any other straits or passages in the vicinity.¹¹⁹ Unsurprisingly, Le Maire and his chartered Australia Company opposed this.¹²⁰ By July 1622, the West India Company had already been chartered but had not yet managed to raise the necessary capital to begin exercising its rights. As mentioned before, during this period, the firms trading with North America were still operational.¹²¹ It is possible that the Australia Company saw this period as something of a limbo. A request from the directors of the Australia Company was put aside until the West India Company matter had been concluded. What exactly that meant is not clear, but it likely refers to the difficulty the company faced in beginning its operations.¹²² In 1623 how the discovery of the Le Maire Strait and concomitant rights interacted with the monopoly charter granted the WIC two years earlier was still being considered. On 22 March 1623, delegates from Holland wanted to consult their principals over a remonstrance from the Australia Company directors. The latter intended to equip and send out two ships, regardless of the WIC charter.¹²³ The Australia Company was certainly persistent. Two years later, in 1625, the Australia Company asked that their monopoly on the Le Maire Strait be maintained. Later that same year, in December, the States General commissioned four men to examine the monopoly and consider whether or not it was fair and to sound out the terms that would satisfy the Australia Company. Presumably, by satisfy the States General meant to settle decisively the conflicts between their monopoly and the WIC charter.¹²⁴

After Isaac Le Maire's death in 1624, his attempts to enter into the VOC charter area were continued by his heirs. The dispute between the two companies, based on their charters, continued into the 1640s. After decades of arguments and counter-arguments, the States General decided not to make a judgment. Instead, they referred the case to the Court of Holland. Barreveld concludes that "[t]he [Australia] Company was defeated by the power of the strongest, but not by the law."¹²⁵

The Australia Company should be considered a competitor of both the VOC and the WIC in the early years of the companies' existence. Isaac Le Maire and his Australia Company proved to be a serious threat to the exclusivity of the VOC charter area, manifest not only in their voyage through the charter area but also in their requests for permission

¹¹⁸ Deursen, Smit, and Roelevink, *Resolutiën*, IV: 453 (3124).

¹¹⁹ Laet, *laerlijck Verhael*, 6-8.

¹²⁰ Barreveld, *Tegen de heeren*, 173-181.

¹²¹ Bachman, *Peltries or Plantations*, 13-15.

¹²² Deursen, Smit, and Roelevink, *Resolutiën*, V:565 (3713).

¹²³ *Ibid.*, VI:83 (540).

¹²⁴ *Ibid.*, VII: 598 (3466); 3668 (3865).

¹²⁵ Barreveld, *Tegen de heeren*, 177-181, quote 181.

to trade within the charter area of the company. In addition, they were one amongst a number of threats to the exclusivity of the WIC charter area in their attempts to monopolise the use of the Le Maire Strait. Like in the decades-long struggle between van Noort's Magellan Company and the VOC, the disputes between the Australia Company and the VOC, and later also the WIC, played out between the political and legal institutions in the Republic. The States General played a crucial role in managing both sets of disputes. That should not come as a surprise, given the fact that it was the States General that issued charters, and it was those charters which formed the basis of the conflicts between the companies. These were not disputes over the legality of monopolies per se, but rather over the terms of monopolies, and attempts to constrict monopolies in order to carve out a space for their own activities.

Figure 9: Portrait of Jacob Le Maire



Pieter Serwouters, Portrait of Jacob Le Maire, in or after 1616-1657. Rijksmuseum, Amsterdam.

The VOC and WIC at odds

The relationship between the VOC and the WIC was, at times, tense. Tensions arose at two specific moments, decades apart, when one company believed the other to have penetrated its monopoly area. During the 1650s, the two companies were at odds over Cape Town, established by the VOC as a refreshment station in 1652 in the WIC's charter area. The second conflict arose in the 1720s when Jacob Roggeveen entered the VOC's charter area via the Pacific, sailing in service of the WIC. The conflict which ensued was steeped in recollections of Jacob Le Maire and Willem Schouten's voyage for the Australia Company. Both episodes will be recounted here to explore the different ways in which the companies chose to manage and resolve conflicts. The VOC and the WIC did not face each other in court, out of choice. The Cape Town issue shows how the WIC tried to incorporate illegal activity and thus make it legal in order to profit from it. The second conflict, over Roggeveen's activity, indicates that the VOC learned from the Australia Company conflict and so chose to keep the Roggeveen issue out of court and thus avoided a suit against the WIC.

Contentious Cape Town

Jaap Bruijn stated in passing that the creation of the WIC in 1621 impinged on the VOC's monopoly. The VOC's monopoly, he writes, was "partly restricted" by the demarcation of the WIC's charter area.¹²⁶ The area of exclusivity delineated in the VOC's 1602 charter was designated "east of the Cape of Good Hope" reached either via the route round the Cape or through the Magellan Strait.¹²⁷ That the Magellan Strait was to be used exclusively by the VOC was intended to close off loopholes in the charter. In chartering the WIC in 1621, the route to Asia via the Magellan Strait and across the Pacific came under the new company. In addition, the VOC fleets would sail through the Atlantic part of the WIC charter area in order to enter the VOC charter area which began at the Cape of Good Hope. Thus, VOC fleets sailed through the WIC's charter area on every single voyage. As long as the VOC ships were not conducting trade along the way, sailing through the charter area was not a problem.

Tensions arose between the companies in the 1650s over Cape Town, which city Math Verstegen called "an illegitimate child of the VOC".¹²⁸ The garden and fort at Cape Town were in fact west of the beginning point of the VOC's monopoly, the Cape of Good Hope, and thus lay within the WIC's charter area, not the VOC's.¹²⁹ This crucial detail did not pass unnoticed amongst the directors of the companies. According to Dan Sleight, Cape authorities were aware of the vulnerability of their claims on the coast north-west of

¹²⁶ Bruijn, "The Dutch role," 425-426.

¹²⁷ Original: "*beoosten de Cape bonne Esperance.*" 1602 Charter, Article 34 published in Witteveen, *Een onderneming*, 94.

¹²⁸ Math Verstegen, *Kaapstad: Een onwettig kind van de VOC* (Zaltbommel: Europese Bibliotheek, 2002). The 'illegitimate' or 'unlawful' nature of the settlement referred to here is based on the company's charter, not on the question of land rights and claims of the local people. In the opening chapters of his book Verstegen does explore the legal basis of the Cape settlement, the accuracy or not of *terra nullius* and other arguments used to justify colonial claims.

¹²⁹ *Ibid.*, 39-49.

Table Bay in late 1652.¹³⁰ Further incursion into the WIC charter area came in the form of VOC slaving expeditions on the West Coast of Africa. Two slave ships, the *Hasselt* and *Maria*, were sent to the Cape by the chamber Amsterdam to be used on slaving expeditions on the west coast. The *Hasselt* sailed under permission from the WIC, granted in exchange for a fee, but it seems the *Maria* did not.¹³¹

The real conflict over Cape Town arose in 1659 when the Gentlemen Nineteen submitted a complaint to the States General that the Cape fell within the WIC's charter area, not the VOC's. Rather than handle the situation themselves, the States General had the two companies meet to solve the problem between them. Verstegen is convinced that the WIC did not intend to take over the VOC's settlement but saw an opportunity for financial gain. The outcome of the meeting was that the VOC would remain in control of the Cape settlement but pay the WIC a yearly 'recognition' fee.¹³²

Such an arrangement was clearly not without precedent in the 1650s, as the *Hasselt* slaving agreement shows. Even earlier, following the States of Holland's failed VOC-WIC merger attempt of the 1640s, the VOC paid the WIC the sum of f1,5 million in order to avoid merging the two companies. The WIC looked to the VOC as its financial saviour on a number of occasions over the following decades.¹³³ The conflict over the Cape settlement in 1659 can be understood as the WIC asserting its charter rights for financial gain. This fits into the pattern of the WIC allowing entrance into its charter area and essentially licensing out its monopolies. By charging a recognition fee, the company turned what was illegal according to its charter into legal activity from which it could profit.

Roggeveen

The WIC's exploration of the Pacific in the 1720s – an ocean within its charter area but largely ignored in favour of the Atlantic – brought the VOC and the WIC into conflict over their respective charter areas once again. Jacob Roggeveen sailed across the Atlantic and into the Pacific in service of the WIC. When he reached the western limits of the WIC charter area, near New Guinea, he chose to sail into the VOC charter area where he was

¹³⁰ Dan Sleight, *Die Buiteposte: VOC-buiteposte onder Kaapse bestuur, 1652-1795* (Pretoria: Haum, 1993), 414. He cites the source: "eenighsints met een Caepse gerechtigheijt". For a specific example of the use of Saldanha Bay see Nigel Worden's account of the arrival of the VOC ship *Loenderveen* at Saldanha (1732) in Nigel Worden, "'Below the Line the Devil Reigns': Death and dissent aboard a VOC vessel," *South African Historical Journal* 61, no. 4 (2009). For more general information on Saldanha, the west coast islands and other outposts used by the VOC see Sleight, *Die Buiteposte*.

¹³¹ Verstegen, *Kaapstad: Een onwettig kind*, 40.

¹³² *Ibid.*, 39-40.

¹³³ Henk den Heijer, "Plannen voor samenvoeging van VOC en WIC," *Tijdschrift voor Zeegeschiedenis* 13, no. 2 (1994): 115-127. Den Heijer recounts a number of points in time at which the WIC tried to alleviate its financial situation with payout from the VOC. In the 1660s-70s WIC bondholders suggested leasing the gold trade to the VOC for a yearly fee; in 1704 the WIC tried to extract a payment from the VOC based on the idea that the VOC actions in Asia had altered the Republic's position in a peace agreement with Portugal, which meant the WIC lost out on payments by the Portuguese for the takeove of Dutch Brazil; increased financial losses after the War of Spanish Succession, which ended in 1713, and the loss of the *asiento* the English, led the WIC to propose that the VOC take over the company entirely. Den Heijer is not convinced of the Gentlemen Ten's seriousness: he interprets their proposal as an attempt to get a payout similar to 1647. The VOC refused the takeover and would not pay compensation.

met with hostility and suspicion from company officials. The VOC authorities in Batavia treated him as an interloper and, like Jacob Le Maire and Willem Schouten more than a century earlier, Roggeveen and his crew were sent back to the Republic, their own ships and cargoes having been confiscated by the company. The dispute continued in the Republic on their return, but having learnt from the Australia company legal battle in the 1620s, the VOC kept the matter out of the courts.¹³⁴

Roggeveen set out on a voyage from the Republic in 1721, in the service of the WIC. Having revived the plan his father devised in the 1670s, his expedition set out for the Pacific, to find the fabled *Terra Australis*, known in Dutch as *Zuidland*. With dwindling provisions and a crew decimated by death and disease, Roggeveen entered the VOC charter area to provision his ships. When Roggeveen's ships were first sighted within the charter area, in the Moluccas, the Governor of Ambon reported the arrival to Governor General Zwaardecroon in Batavia, with the suspicion that the ships were interlopers from Ostend.¹³⁵ Roggeveen himself also wrote to the Governor General in Batavia, setting out the reasons for entering the limits of the VOC's charter area, namely, provisioning his ships. At the same time, he wrote to his relative by marriage, Cornelis Hasselaar, Councillor of the Indies, asking for his support. However, this connection did not help him; nor did his reputation in Batavia as a difficult and unpleasant man, gained when he himself was Councillor of the Indies there.¹³⁶ When the Council in Batavia considered Roggeveen's request for permission to sail to Batavia, they made a direct link between his activities and those of Jacob Le Maire and Willem Schouten. Like their ship *Eendracht*, Roggeveen's vessels would be seized, with their cargo, as well as their papers. The council reported their decision to the Gentlemen Seventeen. Unsurprisingly, when Roggeveen arrived in Batavia and was confronted by VOC officials tasked with carrying out the council's decision, he resisted and remonstrated with them. Part of his indignation came from the fact that, as he claimed, the WIC offered assistance to VOC ships which arrived in poor condition in WIC ports.¹³⁷ When the VOC authorities inspected the papers handed over by Roggeveen, the premeditated nature of his entrance into the charter area – “a transgression against the company's rights” as Sharp puts it – was sufficient grounds for seizure of the ships and goods, and grounds to dispatch the seamen to the Republic on company ships.¹³⁸

Roggeveen, a trained lawyer, was forthright in his response which outlined the differences between the Australia Company and his own arrival in Batavia. Most importantly, his own ships were in need, had not intended to trade in the VOC's charter area, and had been seized on orders from Batavia while the *Eendracht* was seized on orders from the Republic and the option of restitution had been recognised at the time of

¹³⁴ Bruijn, "The Dutch role," 438-439; Andrew Sharp, ed. *The Journal of Jacob Roggeveen* (Oxford: Oxford University Press, 1970), 1-7, 166-178. The two authors are not in agreement on whether or not there were legal proceedings in the Republic. Bruijn contends there was a court case; Sharp indicates otherwise.

¹³⁵ Sharp, *The Journal of Jacob Roggeveen*, 167-168.

¹³⁶ *Ibid.*; Bruijn, "The Dutch role," 438-439.

¹³⁷ Sharp, *The Journal of Jacob Roggeveen*, 168-169.

¹³⁸ *Ibid.*, 170-171.

seizure, according to Roggeveen.¹³⁹ On hearing this, Zwaardecroon and the councillors decided to leave the matter to be dealt with by their superiors, the Gentlemen Seventeen in the Republic.¹⁴⁰

According to Jaap Bruijn, "Roggeveen and the WIC successfully took the matter to court and were financially compensated."¹⁴¹ Bruijn is not however clear on which court that was, or when the suit took place. In contrast to Bruijn, Andrew Sharp indicates that the VOC chose to settle out of court rather than face another iteration of the VOC versus Australia Company case. Delegates of the VOC Chamber Amsterdam recommended that the company avoid litigation, which advice they based on their research on the case against the Australia Company in the High Court. Instead of legal proceedings, delegates met to negotiate a settlement. The negotiations between the VOC and the WIC advocates began in July 1723 and were concluded in March 1725 when the agreement was authorised by the WIC chamber Amsterdam and the Gentlemen Seventeen. Not only did the parties agree to the sum of f120,000 in compensation plus the wages over and above that, payable to the WIC, they also deleted the term illegal to describe Roggeveen's entrance into the VOC's monopoly area.¹⁴²

By the 1740s, the WIC's interest in the Pacific had waned to such an extent that when Batavia Governor General van Imhoff defied the company's monopoly, the WIC seems not to have responded. Van Imhoff sent fleets into the Pacific with the intention of entering the silver and gold trade by establishing a direct link between Batavia and Mexico. Neither expedition was successful, and it was not tried a third time. Neither company pursued opportunities in the Pacific in the following decades.¹⁴³

The VOC and the WIC infringed on each other's charter areas causing conflicts between the companies over their exclusive trading rights across vast swathes of ocean. The conflict which arose over the location of Cape Town – established by the VOC, in the WIC charter area – was settled by the States General. Similarly, if we take Sharp's detailed account of the dispute, the conflict between the companies over Roggeveen's infringement was kept out of court. A monetary settlement was reached by company negotiators. According to Sharp, this was evidence of the company learning from past experience, namely, the dispute with the Australia Company which was discussed earlier in this chapter. The importance of the monetary settlements should not be overlooked in the context of the WIC's long-standing financial woes. Allowing access into its charter area against payment of a fee, as the WIC did for the VOC, was also extended to private merchants.

¹³⁹ *Ibid.*, 171.

¹⁴⁰ *Ibid.*, 171-172.

¹⁴¹ Bruijn, "The Dutch role," 439.

¹⁴² Sharp, *The Journal of Jacob Roggeveen*, 173-177.

¹⁴³ Bruijn, "The Dutch role," 439-440.

Contracted entrance into the WIC charter area

Private merchants were granted entrance into the WIC's charter area from very early in the company's existence. The patroonship system (*patroonschap*) allowed for private colonisation efforts within the WIC charter area, already in the 1620s. In return for a recognition fee, a patroon was granted land to establish a colony in the company's charter area.¹⁴⁴ Privatised colonisation included delimited rights to trade for the patroon and colonists.¹⁴⁵ Merchants in the Republic were also allowed to undertake limited trade in the name of the company, provided they paid the recognition fee which the chambers established at least from the second charter in 1647 onwards.¹⁴⁶ In this way, the company's exclusive rights to its charter area were recognised while private merchants undertook the commercial activity. The contracts functioned like licences. While the WIC maintained its rights over the charter area, over time the company undertook less trading activity itself.¹⁴⁷

This section focusses on the contracts which were drawn up and later disputed between WIC chambers and two men, the first a Dutch merchant named Laurens Verpoorten, and the second the Duke of Courland's factor in Amsterdam, Henry Momber. They show the mechanisms by which merchants entered into the WIC's monopolies – how contracts were drawn up, the fees attached, and the terms set between the signatories. The litigants in the contract disputes were the private merchants on one side, and the directors of one or more WIC Chambers on the other. The reason that it was chamber directors who were involved in these cases rather than the Gentlemen Nineteen or Ten, was likely twofold. Firstly, the WIC was characterised by an element of regional specialization, whereby particular chambers were more involved in trade to specific Atlantic regions than others. This was the case with Amsterdam and New Netherland, and Zeeland and the Wild Coast.¹⁴⁸ Secondly, in the federalised structure of the WIC, equipping and sending out ships was dealt with semi-independently by the five company chambers. Both cases were appealed in the High Court when one party felt itself aggrieved. Because these contracts allowed entrance into the charter area granted to the WIC by the States General, they had implications for the monopolies which the company was trying to protect and from which it was trying to profit.

¹⁴⁴ Heijer, *De geschiedenis van de WIC*, 81.

¹⁴⁵ On the 'Freedoms and Exemptions' first issued in 1629 see Jacobs, *New Netherland*, 112-132. In that initial document, the patroon was allowed to trade along the entire coast but not in furs in places where the WIC had an agent (*commies*). The company's grip on the firm trade weakened in subsequent versions of the 'Freedoms and Exemptions'.

¹⁴⁶ Cátia Antunes, Rob Post, and João Paulo Salvado, "Het omzeilen van monopoliehandel. Smokkel en belastingontduiking bij de handel in brazielhout, 1500-1674," *TSEG/Low Countries Journal of Social and Economic History* 13, no. 1 (2016): 44 (Table 43).

¹⁴⁷ Apart from trade, the company profited from the activities of privateers in the charter area, receiving a percentage of the prize value. Unlike trade, the company never claimed exclusive rights to privateering within the limits of its charter. Heijer, *De geschiedenis van de WIC*, 67-68.

¹⁴⁸ Ekama and Odegard, "Multiple Geographies," 10-15.

WIC vs. Verpoorten

Laurens Willems Verpoorten was deeply involved in slave trading, both legal and illegal. His family rose to prominence in Middelburg civic life over the course of the seventeenth century: by 1670, Arjan van Dixhoorn notes, the family was a part of the wealthy Middelburg patriciate.¹⁴⁹ Most likely a man of Orangist sympathies, Laurens Willems Verpoorten took up a position on the Middelburg city council in 1673, the year following the notorious 'Disaster Year'. Over the following decades, he, and then his son Michiel, occupied positions as councillor (*raad*) and alderman (*schepen*) in Middelburg.¹⁵⁰ During that same period, Laurens and his son Michiel were investors in both the VOC and WIC, making far greater investments in the latter company. Laurens Willems Verpoorten was a director in the Zeeland Chamber during the final years of the first WIC. He was also a privateer.¹⁵¹

During the 1660s and 1670s Laurens Willems Verpoorten was involved in the trans-Atlantic slave trade. The 11 expeditions of which he is recorded as vessel owner principally supplied the Dutch Guianas with enslaved labour, and to a lesser extent Martinique and Guadeloupe in the (French) Caribbean.¹⁵² Despite the illegal nature of the voyages to Suriname, the captains of his vessels, Claes Raes and Jan Dimmerse, were welcomed there when they arrived with slaves.¹⁵³ All the expeditions were completed as intended except for one. In 1664 Verpoorten's *Goude Poort* was captured by the Dutch. The vessel had departed from Zeeland but sailed under Captain Toussaint Le Sage flying a French flag.¹⁵⁴ It was not however this incident which led to the dispute between Laurens Verpoorten's son and heir Michiel and the WIC but two account entries which stemmed from two other slaving voyages, those of the *Diamant* in 1664 and the *Zeven Gebroeders* in 1668.

Michiel Verpoorten claimed that the WIC owed his father's estate money from two slaving voyages. The first account entry that was disputed by Michiel amounted to just over f3,300. According to Michiel, this sum was owed to Laurens Verpoorten by the WIC chamber Zeeland for goods which had been delivered to the company's agent (*commies*) in Angola. Captain of the *Diamant*, Claes Raes, had handed over goods to the agent Andries Crava and in return, Raes received a deed stating that the goods had been accepted on the company's account but no payment had been made.¹⁵⁵

¹⁴⁹ Arjan van Dixhoorn, *Lustige geesten. Rederijders in de Noordelijke Nederlanden (1480-1650)* (Amsterdam: Amsterdam University Press, 2009), 127.

¹⁵⁰ *De magistraat der stad Middelburg, die regeert hebben sedert anno 1560*, (Middelburg: Willem de Klerk, 1744), unpaginated. Between 1673 and his death in 1681 Laurens Willems Verpoorten was alderman (*schepen*) five times, and councillor (*raad*) three. He was succeeded by his son Michiel Verpoorten who was *raad* or *schepen* each year from 1685 to 1701.

¹⁵¹ http://www.lustigegeesten.nl/prosopografie/prosopografie_more.php?search_fd0=M91 (accessed 2017-11-18).

¹⁵² TASTD: <http://www.slavevoyages.org/voyages/U4vzEl27> (accessed 2017-11-18). These expeditions were undertaken by five different ships.

¹⁵³ Suze Zijlstra cited in Fatah-Black, *White Lies and Black Markets*, 147.

¹⁵⁴ TASTD: <http://www.slavevoyages.org/voyage/33814/variables> (accessed 2017-11-18).

¹⁵⁵ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 788 (1696) Geextendeerde Sententies, f. 5v, scan 7. The amount specified in the court documents is 550 Flemish Pounds. For conversion to Holland Pounds and guilders see <http://www.dwc.knaw.nl/biografie/christiaan-huygensweb/eenheden/geld-en-munten/>.

The second disputed item in the deceased Laurens Verpoorten's account with the company concerned enslaved people embarked on the voyage of the *Zeven Gebroeders*. It is here that the issue of contracted entrance into the company's monopoly comes to the fore. In 1667 Laurens Verpoorten and an associate, van Rijst, equipped a ship in Middelburg for trade in enslaved Africans. The men sought the permission of the company to complete such a voyage. While it is not specified, it is likely that they presented themselves in person at a meeting of the chamber directors. There they received a contract: they were permitted to trade 200 slaves at Calabar (Nigeria) under the condition that the company could appoint a supercargo to travel on board and take note of the human cargo embarked. Furthermore, they would be charged a sum of 500 Flemish pounds in recognition fees, plus *f*15 per slave over and above the 200.¹⁵⁶ With permission in hand, the *Zeven Gebroeders* set sail in April 1668 with Captain Jan Danissen in charge, and supercargo Jan Wesdorp surveying their dealings. On their return the following year, Wesdorp reported to the Zeeland chamber directors that not 200 but 333 slaves had been traded thus incurring a fee of 332 Flemish Pounds. Michiel Verpoorten contended that the company had shortchanged his father this amount by deducting it from his accounts.¹⁵⁷

In the years after his father's death, Michiel Verpoorten pursued litigation to force the directors of the Zeeland chamber to repay the two disputed sums. To resolve the conflict, Michiel Verpoorten turned to his fellow Middelburg Aldermen before whom he made his claim to the two sums plus interest of four per cent. The company disputed both claims. On 18 October 1689 the Middelburg court denied Verpoorten's claim to payment for the goods delivered to Crava in 1665. No verdict was pronounced regarding the fee for embarking additional slaves during the 1668-9 voyage of *Zeven Gebroeders*. That claim was denied by the same court two years later, on 15 February 1691.¹⁵⁸

Feeling greatly aggrieved by the decision of his peers in the city court, Verpoorten proceeded to the High Court. It is possible that his position on the city council of Middelburg afforded him the privilege of bypassing the Provincial Court (Court of Holland). In the High Court Michiel Verpoorten, via his lawyer (*procureur*) Abraham Gachart van Wouw, sought nullification or correction of the two sentences passed in Middelburg. On the other side, the Zeeland chamber's lawyer George Rosenboom sought to have Verpoorten declared not aggrieved by the lower court's rulings.¹⁵⁹

Michiel Verpoorten's case fared far better in the High Court than it had in Middelburg. The High Court upheld the Middelburg court's first sentence – Verpoorten was not aggrieved, they found, by the denial of payment for the goods delivered to Crava in Angola. In fact, the Zeeland directors had argued – clearly convincingly – that Crava never received goods from the *Diamant* on the company's account nor gave a deed of sale.¹⁶⁰ But on the second account item, Verpoorten prevailed. The 1691 sentence was overturned by the High Court and a new verdict pronounced: the company was sentenced

¹⁵⁶ Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 788 (1696) Geextendeerde Sententies, f. 8v, scan 10.

¹⁵⁷ Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 788 (1696) Geextendeerde Sententies, f. 8r, scan 9.

¹⁵⁸ Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 788 (1696) Geextendeerde Sententies, ff. 6v-7r, scan 8.

¹⁵⁹ Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 788 (1696) Geextendeerde Sententies, f. 7v, 8v, scan 9, 10.

¹⁶⁰ Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 788 (1696) Geextendeerde Sententies, ff. 9r-v, scans 10-11.

to furnish Michiel Verpoorten with shares in the new company's Amsterdam chamber to the value of approximately *f*2000 plus interest of four per cent per annum calculated from the start of the legal proceedings until the full amount would be paid. Seeing as he succeeded in one of his two claims, Verpoorten was required to pay half of the fine of *reformatie* and half of the court's fees. This was pronounced by the High Court on 14 February 1696.¹⁶¹

In Laurens Verpoorten we see a multi-faceted picture of a company man who was simultaneously an investor, director, Middelburg official, illegal trader and privateer. He was certainly not alone in the complex relationship he had with the WIC, being both an insider and a monopoly-breaker.¹⁶² The case that his son pursued against the WIC in the late seventeenth century reveals the details of contracted entrance into the WIC monopoly and how the terms of those contracts were disputed. So far, this chapter has focussed on how men from the Republic entered into the VOC and WIC monopolies either by trying to maintain or gain charters of their own, or by contract with the chambers. The focus now shifts to the relationship between the WIC and a foreign potentate, the Duke of Courland, whose factor drew up contracts with the WIC in the 1650s.

WIC vs. Courland

Courland and Semigallia was a small Baltic duchy located in what is today Latvia. During the seventeenth century it was a vassal of the Polish-Lithuanian Commonwealth. In the course of Duke Jacob Kettler's rule, the duchy of Courland and Semigallia played a role in trade on the West Coast of Africa, the transatlantic slave trade, and settlement in the Caribbean, specifically Tobago. To date, the role of Courland in European expansion and colonisation has been ignored.¹⁶³ Interrogating the engagement between the WIC and the Duke's factor in Amsterdam in the political and commercial context of expansion is revealing not only of the mechanisms which underpinned Courland activities in the Atlantic but also of the nature of the first WIC's monopolies. The Courlanders used the WIC as a legal cover for their operations in Africa and in turn, the chambers of the WIC allowed the company's monopolies to be legally penetrable. This constitutes a fundamental difference between the VOC and the WIC which resulted in the WIC facing a type of opposition rooted in legal openings of the monopoly which the VOC did not face.

During the 1650s and 1660s Courland and the WIC came into persistent conflict over trade on the West Coast of Africa. Courtonian ships had been taking part in the trade from the 1640s.¹⁶⁴ These ships were a great nuisance to the WIC, but even more, contravened the charter. In November 1644 a ship (*fluijt*, flute) was reportedly trading

¹⁶¹ Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 788 (1696) Geextendeerde Sententies, f. 9v-10r, scan 10-11.

¹⁶² Paesie's research has shown the deeply intertwined nature of illegal trade and company involvement in Zeeland. Shareholders and even directors were investors in the illegal voyages. R. Paesie, "Lorrendrayen op Afrika: De illegale goederen- en slavenhandel op West-Afrika tijdens het achttiende-eeuwse handelsmonopolie van de West-Indische Compagnie, 1700-1734." (PhD, Universiteit Leiden, 2008), 108.

¹⁶³ This is certainly true for literature written in English as well as for the Dutch historiography. Courland's overseas history remains a field ripe for research.

¹⁶⁴ NL-HaNA, Staten Generaal, 1.01.02, inv. nr. 4845, Resoluties, f. 196r [12 March 1646]. See also Furley, The Gold Coast 1639-45, N3, 172, 180, 181, 190, 224, 226, 249.

grain near the Rio de Sester (River Cestos, Liberia) under commission from the Duke of Courland. However, the ship set sail from Texel on 5 September 1644; it was said that she was crewed by a majority of Durgerdammers; and had been equipped and had taken in goods at Durgerdam, a town northeast of Amsterdam in the province of Holland.¹⁶⁵ That the Duke of Courland was involved in Atlantic trade was not a contravention of the WIC charter; as a free potentate he was at liberty to send ships. That his ship was equipped, crewed and sailed from the Republic was the problem.¹⁶⁶

In May 1645 the Director General on the coast wrote to the Gentlemen Nineteen about another Courtonian ship, a vessel named the *Fortuijn*. This vessel was to prove a serious point of contention between the WIC and Courland over the following years. In 1645 Director General Ruyschaver reported that the *Fortuijn* was crewed by men from Holland, five of whom he named as former WIC employees.¹⁶⁷ It is likely that recruiting men with experience was a conscious strategy. The *Fortuijn* initially escaped the attempts of the WIC on the coast to lure the ship by interest in purchasing its cargo.¹⁶⁸ The vessel was later seized on order of the WIC and delivered to the Admiralty of Amsterdam by Admiral Witte Cornelis de Witt. It was declared to be good prize by Admiralty procedure, a pronouncement which prompted protest from the Duke of Courland via his representative, George Firch. In particular, he disputed the jurisdiction of the court over him, as a free potentate.¹⁶⁹ A remonstrance presented to the States General on behalf of the Duke of Courland a few days later included the request that the WIC be induced to return the *Fortuijn* and her cargo to the Duke.¹⁷⁰ The dispute dragged on for a number of years with requests and remonstrance, advice and reports from the Admiralty in Holland and in Zeeland, the provincial states, and commissioners including representatives of the Duke himself. In July 1649 – more than five years after the *Fortuijn* had begun her homeward voyage – the States General acquiesced to the Duke's demands. On the grounds of their "higher authority", the States General resolved "to end the procedures, and to return the ship and cargo, which was lying in Amsterdam, to the Duke out of courtesy and for reasons of state."¹⁷¹ It is clear that the dispute between the company and the Duke was

¹⁶⁵ Furley, *The Gold Coast 1639-45*, N3, 172. Durgerdam was likely chosen for its proximity to Amsterdam as a financial centre; the shipyards of the Zaan area, including Zaandam, which were not bound by the strict guild regulations of Amsterdam shipbuilding and thus could build vessels more cheaply; and finally, the opportunity to tap into the maritime labour market in the vicinity. Thanks to Erik Odegard for pointing this out.

¹⁶⁶ Charter published in Laet, *laerlijck Verhael*, 6-8.

¹⁶⁷ The merchant Hillebrant Willemsen, skipper Jacob Rycken, and mate Claes Spaenjaerten were from Durgerdam; the *ondercommies* Isaac Jansen Schut was from Amsterdam; the barber was from Groningen; and the cook from Edam. These men had all been employed by the WIC with the exception of Willemsen. Furley, *The Gold Coast 1639-45*, N3, 180.

¹⁶⁸ Furley, *The Gold Coast 1639-1645*, N3, 180. The governor added the detail that the *Fortuijn* had "got a good parcel of grain" off the River Cestos and at other places and had sold the iron and arm rings that they carried at Assine (Assini, Ivory Coast) and Abinee (?). The cargo that the *Fortuijn* was willing to sell to the WIC was valued at 160 Mark, approximately f53,760. Conversion 1 Mark of gold valued at average f336 between 1674-1740. Heijer, *Goud, ivoor en slaven*, 128.

¹⁶⁹ NL-HaNA, Staten Generaal, 1.01.02, inv. nr. 4845, f. 196r [12 March 1646]; f. 197v [23 March 1646].

¹⁷⁰ NL-HaNA, Staten Generaal, 1.01.02, inv. nr. 4845, f. 197v [23 March 1646].

¹⁷¹ Original: "uijt hooger autoriteit te surcheren de verdere proceduren, ende het gemelte schip met de ladinge, sulcx het selve tot Amsterdm voornt is leggende, uijt courtoisie, om redenen van staedt, aen den

about more than the *Fortuijn*; diplomacy and politics had a role to play in the fight over the company's monopolies, and who could adjudicate disputes arising out of alleged breaches thereof. The States General managed the dispute between the parties, overturning the decision of the Admiralty court years after the verdict had been passed and did so explicitly for diplomatic reasons.¹⁷²

Conflicts between the same parties erupted over other Courland ships which were pursued and seized by or on the orders of the WIC. In early 1653 the States General heard complaints regarding the treatment of the Courland ship named the *Walvisch* which was reportedly unarmed and crewed only by foreigners, presumably meaning men from outside the Dutch Republic.¹⁷³ In 1659 two more Courland ships were captured, namely *d'Invidia* and *Pietas*.¹⁷⁴ Like the seizure of the *Fortuijn*, the WIC's action against the *Pietas* was the catalyst of a long-running dispute. What differed was that the case of the *Pietas* was pursued to the High Court. Ostensibly, restitution of the ship and cargo was at stake. In fact, the legal records point to much deeper issues – jurisdictions, the freedom of a sovereign to conduct voyages, binding contracts, and the permeability of the WIC monopolies.

The Duke of Courland decided to send the *Pietas* to the West Coast of Africa to trade enslaved Africans and deliver them to the Caribbean. He instructed his Amsterdam factor, Henry Momber, to equip the vessel for the voyage which was done at the Duke's expense. Part of the cargo taken on board had been sent from Courland, the rest was purchased in the Republic; it was all taken in with a view to trading it for a "good number of slaves".¹⁷⁵ While little is known of the crew it is quite possible that they were hired in the Republic, following the pattern of the previously mentioned unnamed ship which reached the coast in 1644. The skipper (*schipper*) on board the *Pietas*, Arent Jacobssen, hailed from Huisduinen in Holland (now the province of North Holland), reinforcing the 'Hollandish' nature of the Courland voyage.¹⁷⁶ It is quite possible that the dispute between the Duke and the WIC over the *Fortuijn* played a role in the decision to seek permission from the WIC Chamber Northern Quarter for the voyage of the *Pietas*. On 26 May 1659 the Duke of Courland received contracted entrance into the WIC monopoly, whereby he received limited exemption from the charter regulations. Davidt van der Cruijs who held power of attorney for the Duke's factor, Momber, made the agreement with the chamber by which skipper Arent Jacobsz received a licence to trade within the WIC charter area. The contract entailed permission for the *Pietas* to sail from and return to the Republic; to trade on the

hoochgemelten heere hertoche te doen restitueren." NL-HaNA, Staten Generaal, 1.01.02, inv. nr. 4845, ff. 470v-1r [31 July 1649].

¹⁷² On the intermingling of prize cases and diplomacy see Nieuwenhuize, "Prize law."; Sicking, *Neptune and the Netherlands*.

¹⁷³ NL-HaNA, Staten Generaal, 1.01.02, inv. nr. 4846, f. 50v [12 Feb 1653].

¹⁷⁴ *D'Invidia* is first mentioned in a resolution taken in 1665. NL-HaNA, Staten Generaal, 1.01.02, inv. nr. 4847, f. 101v [10 July 1665].

¹⁷⁵ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666) Geextendeerde Sententie, f. Cxxviii r, scan 131.

¹⁷⁶ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666) Geextendeerde Sententie, f. Cxxviii r, scan 131.

West Coast of Africa in slaves and other goods; with the exception of the Gold Coast where no trade – not in gold, ivory or other goods – could be conducted. As was the practice in Atlantic trade under the WIC, a recognition fee was required on return, which was set by the chamber at *f*2000.¹⁷⁷ The Amsterdam chamber of the company refused to honour the agreement made with the Northern Quarter with the result that a second contract was drawn up which bestowed the same permission and required the payment of *f*3000 in recognition fees on the *Pietas'* return.¹⁷⁸ One element not touched upon in references to the two contracts was the hiring of crew in the Republic.

As a free potentate, the Duke did not require permission to equip and send ships to participate in Atlantic trade – which became something of a refrain in the High Court proceedings. But to use the Republic as the base for such ventures did require permission. With contracts in hand, the voyage of the *Pietas* appears to have been legal. But the terms of the contract were breached, resulting in the capture of the vessel in 1659. There seem to have been two points of conflict between the WIC and the Courlanders: the first related to investment in the voyage and the second to breach of contract. The voyage of the *Pietas* was financed by Amsterdam investors, namely Jacob Hinlopen of the famous Hinlopen family who were closely associated with the VOC, and a man named Louis Quickelenberg.¹⁷⁹ The multiple layers of people involved in the *Pietas'* expedition show the complexities of trying to pin down the 'nationality' of a particular voyage, and thus consider the legality or not from the point of view of different interested parties, including states. The second issue in the dispute between Courland and the WIC was that of breach of contract which the chambers tried to use as their justification for the seizure of the *Pietas* on the coast and its subsequent sentencing in Elmina.¹⁸⁰

The court case which resulted from the seizure of the *Pietas* involved the factor, Momber on the one side, and the WIC chamber Amsterdam on the other.¹⁸¹ The litigation which played out in the Republic was rooted in events which took place on the West Coast of Africa, beginning with the seizure of the *Pietas*. The seized ship was taken to Elmina where a sentence was passed in the company court there. The result was that the goods were confiscated, then sold, as was the ship, for the profit of the company.¹⁸² The exact legal relationship between the Elmina sentence and the case which was pursued in the

¹⁷⁷ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666) Geextendeerde Sententie, f. Cxxviii r, scan 131.

¹⁷⁸ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666) Geextendeerde Sententie, f. Cxxviii v, scan 132.

¹⁷⁹ These men were not named in the legal proceedings – in which reference is made to Amsterdam *geinteresseerdens* – but their identities are revealed in the TASTD. Quickelenberg was involved in other slaving expeditions: he was named as a vessel owner of two other voyages, one of which involved the eminent Laurens de Geer. TASTD: <http://www.slavevoyages.org/voyages/jgJaaP5o> (accessed 2017-11-18).

¹⁸⁰ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666), Geextendeerde Sententie, f. cxxx v, scan 134; f. cxxxiii r, scan 136. The Elmina case was made against the skipper, Arent Jacobssen.

¹⁸¹ The extended sentence does not specify a chamber, but the resolution of that 1669 sentence specifies Amsterdam. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 655 (1670) Resoluties, scan 27.

¹⁸² NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 654 (1669) Resoluties, scan 237. According to the TASTD, the enslaved on board the *Pietas* were disembarked in Buenos Aires. Andries Crava was listed as captain of the vessel. <http://www.slavevoyages.org/voyages/jgJaaP5o> (accessed 2017-11-18).

Republic is not clear. As set out in Chapter 1, sentences passed in company courts in the Atlantic could be appealed in the Court of Appeal (*Hof van Appél*) via the States General – that is, if the Court of Appeal existed before the chartering of the second WIC. The case between Momber and the WIC does not appear in the Court of Appeal archive, but in the papers of the High Court. In the High Court records, it is clear that it was an appeal case, but the sentence that was appealed was the one passed by the Court of Holland. What is apparent from the records, is that Momber sought a reversal of the Elmina sentence via litigation, even if the case in the Republic was not technically a direct appeal of the sentence against the *Pietas*.

The court records indicate that Momber's first legal move was to summon the two chambers – Amsterdam and Northern Quarter – to the Provincial Court. He had good reason for not beginning legal proceedings in a city court: Momber sued both chambers at the same time, and because each was located in a different jurisdiction, he sought permission from the Provincial Court to begin proceedings there, which was granted him.¹⁸³ The two company chambers were represented by a lawyer named Oven. On their behalf, Oven submitted three exceptions (*exceptien*) to the court by which the chambers hoped to have the case dismissed. Another part of their strategy was to delay the progression of the case until the sentence passed in the company's court in Elmina had been sent to the Republic. Without submitting copies for the opposing party, the chambers handed over the decision of the Elmina court to the Provincial Court, denying Momber time to prepare a defense.¹⁸⁴ These strategies did not, however, secure for the two chambers the favourable sentence for which they hoped. Court-ordered arbitration did not yield a settlement, thus the Provincial Court passed a sentence. The details were not included in the High Court records, but it is clear that the Amsterdam chamber was not satisfied with the verdict. That chamber felt it had been unfairly disadvantaged by the ruling. However, the Chamber Northern Quarter accepted the verdict and pursued no further legal action. The case heard before the High Court was thus between the Amsterdam chamber and Momber in his capacity as the Duke of Courland's factor.¹⁸⁵

The High Court pronounced a sentence in the dispute in 1666. The judges concluded that the Amsterdam chamber of the WIC had not been aggrieved by the sentence of the Provincial Court. For his part, Momber had submitted grievances (*grieven a minima*) with his claim which the court rejected.¹⁸⁶ What Momber was after was payment of the value of the ship which had been confiscated on the African coast, the ammunition aboard, the victuals, and all the cargo, which included more than 200 slaves. This was granted to Momber by resolution of the Court in 1669 with the explanation that the WIC had not succeeded in proving that the limits of the contract between Momber and the Chamber Amsterdam had been exceeded by the skipper Arent Jacobssen.¹⁸⁷ By 1670

¹⁸³ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666), f. cxxix v, scan 133. The chambers however, did not like this approach, and appealed the granting of *mandament* to Momber in the High Court.

¹⁸⁴ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666), f. cxxx v, scan 134. The three exceptions were *Litispendentie*, *litisfinitie*, and *incompetentie*.

¹⁸⁵ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 758 (1666), f. cxxxi r, scan 134.

¹⁸⁶ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 654 (1666), Resolutie, scans 52-3.

¹⁸⁷ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 654 (1669), Resolutie, scan 237.

Momber had obviously not received the sum owed him by the chamber for which reason he sought execution of the sentence. The judge Druijff recommended that Momber be paid *f*28,000 for the *Pietas* plus *f*23,000 for the goods on board, plus interest over both sums.¹⁸⁸ This is the last of the court's records of Momber's dispute with the WIC chambers.

From the court's pronouncements, it is clear that the WIC came off second best in their dispute with Momber. The confiscation of the ship on the African coast on the grounds of breach of contract and by extension infringement on the company's monopoly was not legitimized by the court; rather the Amsterdam chamber was sentenced to reimburse the value of the confiscated ship and cargo, a sum in the region of *f*51,000 plus interest.

From the point of view of Momber, and by extension of Courland, using the WIC as cover for their operations in Africa was part of a larger strategy which involved a close relationship with England, possibly at the beginning of the 1650s, and certainly in the mid-1660s.¹⁸⁹ The Courland relationship with England was significant to the WIC and the States General because of the outbreak of the Second Anglo-Dutch War (1664-1667), in the context of which the dispute in The Hague was pursued. In the mid-1660s the relationship between Courland and England was formalised which caused a rift between Courland and the Dutch Republic. In 1664 King Charles II of England granted the Duke of Courland a patent, allowing him to trade freely on the coast of Guinea under the Great Seal of England. In return, the Duke committed to supplying Charles with a warship for one year during times of war, except against Poland.¹⁹⁰ As a result of this contract, the Duke of Courland became an enemy of the Dutch Republic during the Second Anglo-Dutch War. It was in this political and commercial context that the case between the WIC and the Duke's factor, Henry Momber, continued in The Hague.

In light of the patent acquired from Charles II to trade on the West Coast of Africa, the relationship between Courland and the WIC takes on a different hue. It would appear that Momber in particular identified contracted entrance into the charter areas of monopoly companies as a means of conducting trade on the West Coast of Africa. Considering the numerous complaints regarding the capture of Courland ships in the 1640s and 1650s, the making of contracts with the WIC chambers Enkhuizen and Amsterdam can be understood as a means of legalising and protecting what had previously been illegal, at least from the point of view of the WIC prohibition on equipping and crewing ships in the Republic.

From the point of view of the WIC, the agreement made with Courland should be understood in the context of the company's financial woes. Allowing private merchants from the Republic to trade within the charter area in return for a recognition fee was a

¹⁸⁸ NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 654 (1669), Resolutie, scan 237; inv. nr. 655 (1670), Resolutie, scan 27.

¹⁸⁹ An unnamed slave ship owned by the Duke of Courland sailed under a British flag in 1651/2. TASTD: <http://www.slavevoyages.org/voyages/msjR1ZGF> (accessed 2017-11-18).

¹⁹⁰ 'America and West Indies: November 1664', in W. Noel Sainsbury, ed. *Calendar of State Papers Colonial, America and West Indies*, vol. 5 (London: Her Majesty's Stationery Office, 1880), 250-258. *British History Online* <http://www.british-history.ac.uk/cal-state-papers/colonial/america-west-indies/vol5/pp250-258> (accessed 2016-05-09).

means for the company to profit from trade which was being undertaken beyond its own capacities to conduct or control. While the WIC monopoly was clearly penetrable by illegal activity, which is the subject of Chapter 3, the granting of contracted entrance indicates that it was in fact legally penetrable too, and this not only for merchants from the Dutch Republic. It is likely that this extended beyond the Courlanders; the representative (*gemachtigde*) of the French West India Company was granted permission by the States General to sail the ship *Europa* from Amsterdam. However, the ship was seized on its return from the West Coast of Africa. The arrest of the ship caused a dispute between the directors of the WIC and the French which arose in the High Court. The directors' claim that the *Europa*, which was equipped and crewed in Amsterdam and had goods on board which the WIC also traded on the West Coast of Africa, had broken the company's monopoly was weighed up against the permission granted to the French Company's representative by the States General. This adds another layer to the permeability of the company's monopoly: the States General allowed foreigners access into the charter area.¹⁹¹

The cases between the WIC chambers and those involved in the slave trade, Laurens Verpoorten and the Duke of Courland, show the way that the company allowed access into its charter area by the granting of contracts. These contracts were drawn up between a specific company chamber and in the first case, a private merchant who was a subject of the States General, and in the second case with the representative of a foreign sovereign. Both contractual agreements led to legal proceedings, but via different routes. The Verpoorten case was heard in the city court in Middelburg and then appealed in the High Court. The claimant, Michiel Verpoorten, believed the WIC had shortchanged his father. The case between the Duke of Courland's factor Henrij Momber and the WIC Chambers Enkhuizen and Amsterdam, and later only Amsterdam, arose after the Duke's ship *Pietas* was captured and sentenced in Elmina. That case was heard in the Court of Holland and then appealed in the High Court. The legal proceedings took place in the context of freight relations between the WIC and Courland, and indeed diplomacy was a very significant issue in this and in previous disputes over confiscation of vessels. The two disputes, embedded as they were in the larger context of illegal trade on the West Coast of Africa, show that the WIC allowed competitors into its monopoly through the granting of contracts for private trade.

Conclusion

The intention behind grouping these disparate VOC and WIC disputes together was to reveal the ways in which the VOC and the WIC managed conflict related to their monopolies. What the conflicts show is that the companies faced different kinds of monopoly-related challenges and had different responses. Competitors challenged the

¹⁹¹ NL-HaNA, Staten Generaal, 1.01.02, inv. nr. 4847, Resoluties, 128r [30 Sept 1666]; 129r [26 Oct 1666, 4 Nov 1666]; 154r [1 Sept 1667]. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. 899 (1667), Register der dictums...geresolveerd, scan 246; inv. nr. 654 (1667), Resoluties, scan 132.

VOC's monopolies by protecting or claiming privileges of their own to undertake activity within the VOC's charter area. Admiral van Noort opposed the creation of the VOC in the early years of the 1600s on the grounds of the privileges he had received from the States General. His Magellan Company was not part of the VOC merger in 1602. Rather, in gaining protection which was incorporated in the 1602 charter, he carved out a continued existence for his company. Over the following decades, the Magellan Company proved to be a tough competitor. Similarly, Isaac Le Maire tried to encroach on the VOC monopoly by requesting a charter for his Australia Company. His son, Jacob Le Maire and the rest of the seamen 'discovered' a new passage into the Pacific which they used as the grounds for their claims. The Australia Company too was engaged in decades long conflict with the VOC. By the 1640s, both the Magellan Company and the Australia Company ceased to exist.

The conflicts which the WIC faced with regards to their monopolies took a different form. Rather than trying to keep competitors out, the WIC allowed competitors in, on certain contractual conditions and in return for a fee. The contract system which the company implemented sanctioned private trade within the WIC charter area. In this way, private trade which would have been illegal, was made legal. The imposition of a fee provided a source of revenue for the company. The fee, called recognition, was the formal acknowledgement of using the WIC monopolies for legal private trade. The disputes which involved the WIC – with the VOC, Laurens Verpoorten and the Courland Company – show not only how the contracts worked, but what happened when the WIC believed the terms of a contract had been breached. The contract system applied not only to private merchants from the Republic, like Verpoorten, but was also used in the relationship between the WIC and (ostensibly) foreign competitors, the Courland Company. Through the contract system, the WIC leased out trade in its charter area. As this increased over time, the company became more of an administrative body for the collection of taxes and fees than an Atlantic trader.

Finally, monopoly cases taken together have illuminated conflict management strategies, specifically VOC conflict management and the role of the States General therein. Petitioning the States General and submitting to that body's decisions was a crucial part of how conflicts over charters and monopoly questions were managed in the early years of the seventeenth century. The States General mediated the relationship between the VOC and the Magellan Company until the 1610s, and in the mid-seventeenth century, the States General settled the dispute between the VOC and the WIC over Cape Town. But these two disputes followed different trajectories after the terms had been set by the States General: the VOC insisted that the former dispute was transferred to the legal arena and court proceedings followed in the High Court; the dispute with the WIC did not enter the courts.

This chapter has opened up issues of monopoly breaches and entrance into the VOC and WIC charter areas. The following chapter continues along this vein, but with a particular focus on those cases in which employees and non-employees, subjects of the States General and foreigners, were accused of illegal private trade.