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

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4. Salaries and secondary markets

Conflicts over payment of employees' wages

As the previous chapter already indicated, wage disputes were another category of conflict that the Dutch East India Company faced in the High Court. In fact, the court records show, the Dutch West India Company also faced wage litigation in the same court. Not surprisingly, the cases involved company employees as the litigants. The VOC and WIC employed hundreds of thousands of men from the Republic and neighbouring regions during the Early Modern period. More than a million men boarded VOC ships and sailed to Asia on company vessels between 1602 and 1795.[1] Thousands more undertook trans-Atlantic voyages in the service of the WIC, which operated between 1621 and the end of the eighteenth century. There were others involved as litigants in wage disputes too. As a consequence of the transferability of wages, the pool of litigants involved in making wage claims was not limited to the wage earners themselves. Salaried employ in the VOC and the WIC opened a range of opportunities to men, which extended across the regions in which they worked.

Wage claims made against the companies, by employees and non-employees alike, were pursued in the courts in the Republic, following the progression from city to provincial court, and finally to the High Court. That the claims entered the legal arena already indicates that the companies did not manage to resolve employer-employee disputes in-house. While some wage claims were surely resolved within company structures, the court records attest that some spilled out into the legal arena in the Republic where they were pursued to the High Court in The Hague. The reason that wage disputes against the companies were heard in the Republic, rather than in the companies' own courts in their charter areas, stems from the payment procedures of both companies. The majority of a company servant's wages accrued to him in the Republic, where the credit was paid out on his return. More specifically, each chamber was responsible for employment and wage payment of its men; wage payment was not centralised. The federalised structure of the companies explains why the directors of specific chambers were named as litigants in the court cases, rather than the Gentlemen Seventeen or Nineteen/Ten.

In addition to bringing to light the range of opportunities that salaried employ brought with it, and the concomitant wide pool of litigants, the cases examined later in this chapter reveal the working of secondary markets for company servants' wage credit.[2] That a secondary market existed in the Republic has already been established in the literature; what the cases to follow reveal is that secondary markets existed in the

[1] Jaap R. Bruijn, Femme S. Gaastra, and Ivo Schöffer, eds., *Dutch-Asiatic Shipping in the 17th and 18th centuries*, vol. 1 (The Hague: Martinus Nijhoff, 1987), 143. Cf F. S. Gaastra, "De VOC als werkgever," in *Uitgevaren foor de Kamer Zeeland*, ed. J. Parmentier (Zutphen: Walburg Pers, 2006), 31-32.

[2] Lodewijk Petram defines a secondary market as "a market where traders buy assets from other traders, as opposed to buying assets from an original issuer." Petram, "The world's first stock exchange," 208.

colonies too. That is, men overseas transferred their wages to others in order to turn credit in the Republic into cash in the colonies. In at least one case, this behaviour went hand in glove with illegal private trade.

This chapter comprises four sections. The first section provides the background of company employment – how wages were paid out and when. This is followed in section two by an analysis of notarial deeds which shows that company wage accounts were transferable. Transferability of wage accounts, that is credit, meant that company servants could put their future earnings to various present uses. The result of transferability was to widen the pool of claimants against the companies – workers' families, heirs, and creditors claimed wages from the companies' chambers.

Sections three and four deal with the wage claims themselves. The third section outlines the ways in which wages were claimed by the diverse litigants before disputes escalated to the level of law suits. Managing conflicts over wages in-house did not always succeed. Section four comprises an analysis of a number of lawsuits in which the chambers appeared in court over non-payment of wages. The chambers of both companies were involved in litigation regarding wage claims which arose out of numerous and varied circumstances, namely, inheritance claims, the liability of crews and skipper when vessels were lost, and secondary markets for wage accounts both in the Republic and in the colonies.

The federalised structure of each company shaped the pattern of conflict management. Because chambers were the direct employers rather than the companies as entities – there was no central recruitment and payment of employees – it was the chamber directors who were petitioned for payment and when these requests were denied, it was the chamber directors who were sued. Wage litigation rarely involved the company directors, the Gentlemen Seventeen and the Gentlemen Nineteen/Ten. The location of wage litigation was also partially determined by the way the companies paid their workers. Payment took place at the end of contracts, when employees returned to the Republic, meaning that wages could only be claimed in the Republic.

While it is sailors' and soldiers' wages that are the focus of this chapter, I have chosen to include a somewhat different but related case. During the 1740s, the Amsterdam Chamber of the VOC faced a lawsuit from the city auctioneers who claimed higher wages from the chamber in light of the increase in goods they were selling at the chamber's auction, in particular porcelain which the company shipped to the Republic. This case serves as a reminder that wage disputes were not only an 'underclass' conflict involving sailors and soldiers; city officials also disputed their wages and used the court as a location in which to negotiate their remuneration in the context of changing patterns of company trade.

In company employ

In the Dutch Republic, "[s]ailors were by far the largest group of wage labourers" and the East and West India Companies the largest employers of these workers.[3] It has been calculated that in the period 1630-40 the VOC employed nine per cent of all available seamen in the harbours of the Dutch Republic. By the end of the eighteenth century that had risen to twenty-five per cent.[4] The maritime labour market out of which VOC and WIC employees were recruited, it has been argued, was international.[5] In particular, research has revealed the preponderance of foreigners in VOC employ. Sailors from the German states, the Baltic region and Scandinavia found employment with the company.[6] Over the whole company period, an average of forty per cent of mariners came from outside the Republic. An even higher percentage of company soldiers were foreign.[7] Comparatively little research has been conducted on the composition of the WIC's workforce, however, there are indications that the company employed numerous foreigners, particularly Germans, and that some of these foreigners took up high-ranking positions.[8]

Of the maritime employers – besides the companies, there were the navy, fishing and whaling fleets, and merchant marine – the VOC and WIC did not have great reputations as employers. Rudolf Dekker notes that the VOC and WIC as well as the navy were "notorious" for dragging their heels when it came to sailors' pay.[9] Furthermore, wage levels in the VOC and the navy were known to be lower than in commercial shipping, whaling and privateering.[10] According to Femme Gaastra, VOC sailors' wages were set at *f*9-11 per month; junior officers on board received *f*18-24; the mate up to *f*50; and the captain *f*60-80.[11] Wim Klooster notes that WIC sailors were attracted by the remuneration package which included board and lodging over and above a wage, although he does note that wages were "modest".[12] In perpetual financial crisis, it is quite likely that the company struggled to pay its employees. There are numerous indications of this. Firstly, Klooster

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[3] Rudolf Dekker, "Labour Conflicts and Working-Class Culture in Early Modern Holland," *International Review of Social History* 35 (1990): 385, 405.
[4] Gaastra, *The Dutch East India Company*, 81.
[5] Lucassen, "A Multinational," 33.
[6] Jaap R. Bruijn, "De personeelsbehoefte van de VOC overzee en aan boord, bezien in Aziatisch en Nederlands perspectief," *BMGN* 91, no. 2 (1976): 234.
[7] Gaastra, *The Dutch East India Company*, 81-82.
[8] Klooster, *The Dutch Moment*, 121.
[9] Dekker, "Labour Conflicts," 385, 406.
[10] Jaap R. Bruijn, *The Dutch Navy of the Seventeenth and Eighteenth Centuries* (Columbia: University of South Carolina Press, 1990), 57. Lucassen draws a similar contrast between the mariners employed by the VOC and the navy on the one hand and the whalers and merchant marine on the other. Lucassen, "Zeevarenden," 158.
[11] Gaastra, *The Dutch East India Company*, 92. For a detailed list of the salaries earned by VOC mariners of all ranks and the corresponding wages paid to navy seamen in the seventeenth century, see Lucassen, "Zeevarenden," 141. Unsurprisingly there was a huge discrepancy in wages between the lowly sailors and the high officials of the company in the Republic. For the remuneration received by directors in the seventeenth and eighteenth centuries see Gelder and Wagenaar, *Sporen van de Compagnie*, 19-20. According to van Rossum, remuneration received by Asian sailors did not differ much in terms of value from their European counterparts. M. van Rossum, *Werkers van de wereld: Globalisering, arbeid en interculturele ontmoetingen tussen Aziatische en Europese zeelieden in dienst van de VOC, 1600-1800* (Hilversum: Verloren, 2014), 220-221, 223.
[12] Original: "*bescheiden".* Klooster, "De bootsgezellen van Brazilië," 41.

notes that wives frequently made claims on unpaid wages and "[w]idows claiming wages on the doorstep of the States General became a familiar sight in the late 1640s."[13] In addition Erik Odegard explains that when the first West India Company went bankrupt, some of those who held bonds were in fact employees whose wages had not been paid. Wage arrears, like company debt, was reissued at a discount as stock in the second West India Company established in 1674.[14]

Employees of both companies worked under contracts and received monthly salaries. This *maandgeld* or *gagie* as it was known, was one element of their remuneration which also consisted of loot (*buitgeld*) from privateering and payments from insurance, subsidies and rewards.[15] VOC employees were rewarded for particularly quick journeys to and from Asia and extra wages were paid to those who avoided the Channel on the return, sailing above Scotland to the Republic. Less frequently, skippers and officers were rewarded for particular actions – against privateers or enemy ships – and widows received sums in recognition of their husbands' heroics. But Bruijn points out that by far the most important of the earnings on the side came from the opportunities for private trade.[16] Known as *voering*, it was customary on various routes for mariners to take goods or cash with them to conduct trade for their own accounts.[17] As discussed in Chapter 3, VOC employees were allowed to profit from limited private trade but many exceeded the allowances, venturing into the world of illegality. As mentioned in that chapter, it is likely that WIC sailors were granted similar private trade privileges in line with the custom of *voering*.

While VOC employees earned a monthly salary, it was not paid out monthly. Wages accrued as credit in the Republic, with the opportunity to draw limited sums both in the Republic and overseas. The chambers paid their employees two months' wages upfront, known as *handgeld,* as did the WIC.[18] The VOC noted the payment as a debit in the worker's account along with other deductions such as the ship's chest he received, fines incurred, and medical costs. Three other deductions could be made on his wage. Money letters (*maandbrieven*) and debt repayment (IOUs, *schuldbrieven*) drawn up in the company's salary office gave workers a way to provide for their families while they were

[13] Klooster, *The Dutch Moment*, 120.
[14] Erik Odegard, "Recapitalization of reform? The bankruptcy of the first Dutch West India Company and the formation of the second West India Company, 1674," *Itinerario* (under peer review).
[15] On VOC remuneration see Lucassen, "Zeevarenden," 140-144. Lucassen also notes that some of the petty officers, such as the accountant-scribe and the surgeon, could perform writing and medical services for individuals and so supplement their wages. Ketting makes the same remark. Ketting, *Leven, werk en rebellie*, 55-56. Blakemore states that the fact that English sailors also received remuneration from various sources, including small-scale trade, complicates the general narrative of transformation from 'collaborative adventurers' to 'the first international wage-earning proletariat'. He states that seafarers "were not simply wage-workers, but also independent participants in a venture economy." Richard J. Blakemore, "Pieces of eight, pieces of eight: Seamen's earnings and the venture economy of early modern seafaring," *Economic History Review* (2017): 1.
[16] Jaap R. Bruijn, *Schippers van de VOC in de achttiende eeuw aan de wal en op zee* (Amsterdam: De Bataafsche Leeuw, 2008), 147-150.
[17] Lucassen, "Zeevarenden," 142. Ketting, *Leven, werk en rebellie*, 55. Lucassen and Rossum, "Smokkelloon en zilverstromen," 127-128. Vanneste, "Sailing through the Strait," 135-136.
[18] Klooster, *The Dutch Moment*, 119.

abroad as well as pay off their debts.[19] These means of transferring wages and their implications for litigation are discussed at greater length later in this chapter. The third deduction was the salary that a company employee could draw in Asia. According to Christiaan van Bochove and Ton van Velzen, employees could draw between three and six months' wages in Asia, which debit was then communicated to the relevant chamber in a salary update. What credit remained after these various deductions was paid to the VOC servant when he returned to the Republic at the conclusion of his contract.[20] Because of this payment scheme, punitive confiscation of wages was a simple way for the company to (attempt to) discipline its servants. Moreover, the company did not need the liquidity in Asia to pay salaries every month.

Some WIC employees were also paid out part of their salaries overseas. Wim Klooster indicates that soldiers in service of the WIC in Brazil received part of their salary there. However, the men were dissatisfied with the payment because it either took the form of 'light money' which was worth twenty-five per cent less than 'Holland money' in the Republic, or they received payment in kind, namely rotten tobacco and sour beer and wine.[21]

Wage conflicts that took the form of collective protest in the streets were not uncommon in early modern Holland and this included action undertaken by VOC sailors.[22] But as this chapter will address, litigation was a viable option for claiming wages, collectively and individually. While there is a general dearth of scholarship on maritime wage litigation in the Low Countries, two scholars have brought the issue to light from the records of the High Court of Admiralty in England. There, as George Steckley shows, sailors pursued collective action which meant that the financial burden of legal fees could be shared between them, reducing the cost of losing the suit. This gave the High Court of Admiralty, a civil law court, a significant advantage over the common law courts where such collective suits were not permitted. That the Admiralty court allowed foreigners to sue, as well as permitted cases *in rem* meant it was a good place for seafarers to make their claims.[23]

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[19] Rossum, *Werkers*, 190-196. Manon van der Heijden and Danielle van den Heuvel, "Sailors' families and the urban institutional framework in early modern Holland," *The History of the Family* 12, no. 4 (2007): 301-302. They note that before 1682 *maandbrieven* could be given to non-kin too.

[20] Christiaan van Bochove and Ton van Velzen, "Loans to salaried employees: the case of the Dutch East India Company, 1602-1794," *European Review of Economic History* 18 (2013): 26. Christiaan van Bochove, "Seafarers and Shopkeepers: Credit in Eighteenth-century Amsterdam," *Eighteenth-Century Studies* 48, no. 1 (2014): 67.

[21] Soldiers in the Dutch army stationed in the provinces of the Republic were much better off when it came to wage payment – the provinces were responsible for paying them which they generally did in order to avoid mutinies. When they did not, officers could advance wages to their men or military solicitors advanced wages to the commanders in return for a monthly salary. Klooster, *The Dutch Moment*, 138, 139.

[22] Dekker, "Labour Conflicts," 379, 406.

[23] George F. Steckley, "Litigious Mariners: Wage cases in the seventeenth-century Admiralty Court," *The Historical Journal* 42, no. 2 (1999): 319-320, 323. Cases *in rem* allowed seamen to make claims against the ship and cargo rather than the person of the captain which mitigated against the potential losses from a defendant who was penniless, or absconded. Cf. wage conflicts in Livorno where the Tuscan authorities "sought to avoid the duty of resolving law suits between foreigners, favouring private accommodation in such cases, achieved most of the time under the auspices of foreign consuls." Andrea Addobbati, "Until the Very Last Nail: English seafaring and wage litigation in seventeenth-century Livorno," in *Law, Labour and Empire: Comparative perspectives on seafarers, c. 1500-1800*, ed. Maria Fusaro, et al. (Basingstoke: Palgrave Macmillan, 2015), 59.

Richard Blakemore's and Steckley's research indicates that mariners succeeded in using the courts in England to make their claims, receiving favourable verdicts from judges in numerous cases of wage litigation. In contrast to Marcus Rediker – whose position is summed up by Blakemore in the phrase "sailors fought the law...and the law won" – Blakemore shows very clearly that mariners not only made use of the courts, but "litigated frequently, cleverly, and successfully, and that both the High Court of Admiralty and the Trinity Houses acknowledged, and protected, the legal rights of sailors."[24] Yet Blakemore still comes to the conclusion that wage litigation was a last resort, when other means of dispute resolution had proven ineffective. This, however, did not diminish its significance:

> The widespread use of these legal arenas by seafarers is significant, too, because it confirms that seafarers of all social ranks not only actively sought to protect their rights through law, but also participated in the negotiation through which the broader framework of seafaring custom and maritime law was defined.[25]

The pattern which seems to emerge from the cases discussed by Blakemore and Steckley is that crew sued captain, mariners versus masters, merchants or ship-owners. This division of the seafarers on board a vessel is not seen in the VOC and WIC cases from the High Court in the Republic, because the companies' chambers were the employers, and the wage payers. In such cases, captains were themselves chamber employees and sued alongside the officers and crew of company vessels. The division between captain and crew which is recurrent in the High Court of Admiralty records, and likely in other branches of maritime employment in the Dutch Republic, is not reflected in the High Court of Holland and Zeeland's records.[26]

Similar to the High Court of Admiralty cases, the High Court of Holland and Zeeland suits dealt with both custom, or common practice, and written terms of employment, namely the *artikelbrief* under which seafarers sailed. In some of the cases which follow, litigants argued for the implementation of maritime custom. In other cases, binding written stipulations between employer and employee set out in the *artikelbrief* were also cited in the arguments made. In the cases which follow in this chapter, wages were refused by the companies on the grounds of both custom and *artikelbrief*. That he companies invoked both points to the different kinds of legal principles which were discussed in court, and used as the bases for arguments there. For the English case, Blakemore argues that "custom must be understood within the legal system, not outside or against it; and

[24] Richard J. Blakemore, "The Legal World of English Sailors, c. 1575-1729," ibid., 101; 120.
[25] Ibid., 116, 117.
[26] Steckley only mentions one example of a case involving the English East India Company. In a case from 1629 a sailor was accused of mutiny but the court awarded him full wages in spite of that, and instructed him to apologise to the company directors. Steckley, "Litigious Mariners," 334. It is possible that the vast majority of wage issues between the EIC and her employees were dealt with in-house, that is, in the company's court.

that due to the importance of custom, seafarers had more agency in the development of both maritime law and employment practice than is usually supposed."[27]

The seafarers and company employees around whose wages this chapter revolves are those who were employed by chambers in the Republic and shipped overseas. According to Jan Lucassen, such men made up the largest number of VOC workers.[28] Men recruited overseas do not feature here: their wage disputes should have been heard in the companies' Councils of Justice. Both companies were supported by the Dutch army and navy at various points - men employed by the Admiralties and sent by the States General to defend VOC and WIC ships and fight their wars. With the exception of the soldiers who fought in Dutch Brazil (1640s), these men were not technically company employees and thus if they did dispute their wages their petitions and legal challenges would have been against other institutions, not one of the companies. Like local recruits, they do not feature in this chapter.

When considering the litigants, the wage earners themselves are perhaps not as prominent in this chapter as may have been expected. The reason behind this was the tranferability of company employees' earnings, which opened a range of opportunities to men in company service, even before they had set sail from the Republic.

Present 'uses' for future earnings

The men who were taken into VOC employ by the chambers located in the Republic, were paid the larger part of their monthly wages when they were discharged. During their contract periods, wages were recorded as credit in individual current accounts kept on board each company ship.[29] Notarial deeds attest that these future earnings had a number of present uses for the employees, turning wages into a useful financial instrument beyond only their future value when paid out. These uses were based on the transferability of wages – both the set monthly wage (*maandgeld* or *gagie/gages*) and any share of loot (*buitgeld*) from the capture of enemy ships. The effect of the transferability of wages was to widen the pool of litigants in wage cases which were heard against the Dutch East and West India Companies. Thus, it was not only both companies' servants who claimed their wages, but also the relatives of employees, legatees, and purchasers of credit. Cases analysed in the later sections of this chapter bear this out.

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[27] Blakemore, "The Legal World of English Sailors, c. 1575-1729," 102.

[28] Lucassen, "A Multinational," 14. The other three categories of recruits identified by Lucassen are the VOC chambers' employees to work on wharves and in warehouses and offices in the Republic; free Asian and African workers recruited overseas as sailors, soldiers, artisans; and unfree workers, namely convict labourers and slaves, and the forced labour extracted from local populations. See also Rossum, *Werkers*, 199-200. For the WIC, it should be remembered that the company recruited overseas as well – in particular, soldiers in Brazil. On the daily lives of WIC soldiers there and the ways in which they supplemented their meagre wages see Bruno Romero Ferreira Miranda, "Daily life and resistance at the Dutch West India Company army in Brazil," (forthcoming).

[29] The individual accounts for company employees who sailed for the Amsterdam chamber can be accessed in Nationaal Archief, Den Haag, Verenigde Oost-Indische Compagnie (VOC), nummer toegang 1.04.02, inventarisnummer *5689-6842*, Scheepssoldijboeken.

The foundational element on which all other possibilities rested was the fact that power of attorney could be signed over to someone else, giving them the right to collect an employee's wages from the directors of the company.[30] This provided the companies' servants with a range of opportunities to use their wages before they were paid out. Transferability allowed employees to turn non-liquid wages into cash on the one hand, and on the other hand, it enabled credit circulation. As will become clear, the opportunities provided by the transferability of wages were not limited to the Republic; they extended over the localities in which company servants worked.

In 1625, Fernando Cardozo, a Portuguese man living in Amsterdam, was hired by the WIC. He gave power of attorney to his mother, Catharina de Lima, to receive his wages from the directors of the WIC chamber Amsterdam.[31] The transferability of his wage gave Cardozo the opportunity to care for his mother while he was overseas. WIC employees could use *buitgeld* in the same way.[32] This resembles very closely the practice of money letters (*maandbrieven*) used by the VOC. *Maandbrieven* gave VOC employees the opportunity to have part of their wage – up to three months' worth per year – paid out to a family member in the Republic while the employee himself was overseas.[33]

In addition to using future earnings to provide for a family 'at home', employees of both companies used their future earnings to pay off their debts, large and small. WIC employees went to notaries to give power of attorney to the creditor who could then collect the company servant's wages from the chamber. The size of the employees' debts varied greatly.[34] On the lower end of the spectrum, men who arrived in the port cities of Holland and Zeeland in search of work, incurred debts to the men and women who offered them board and lodging, many of whom were recruiters known as soul sellers (*zielverkopers*). Research has confirmed the indebtedness of VOC and WIC employees on the eve of their departures.[35] The *zielverkopers* were reimbursed out of the VOC employee's first wages, using what was essentially an IOU (*schuldbrief*); these were also known as *transportbrieven* and could be valued up to *f*150.[36] WIC employees made use of

[30] Examples of this abound. For instance, Pieter Aldrof, merchant in Amsterdam, gave general power of attorney (*een algemene procuratie*) to Gerhardt van Hetling, also an Amsterdam merchant. Aldrof was about to leave for Brazil in the service of the WIC. The deed included the specification that van Hetling could collect Aldrof's wages (*gages en maandgelden*) from the directors of the West India Company. SAA, NA, 1085, 372, 1648-12-16. For more examples see SAA, NA, 1300, 115, 1651-07-01; 853A, 18v, 1626-05-27; 1291, 182v, 1645-10-02; 1303, 124, 1653-05-10; 994B, 10, 32v, 1639-08-28.

[31] SAA, NA, 640, 1625-06-02. The same details are recorded in SAA, NA, 643, 1625-06-02.

[32] Before he left for Brazil as supercargo on board the WIC ship the *Koning van Zweden*, Jacob Jansz gave his father power of attorney. It entitled him to collect Jansz's wages and loot. SAA, NA, 9505, 730B, 529, 1638-03-01. An earlier example of transferring the right to collect loot is SAA, NA, 8870, 549A, 290, 1624-11-06.

[33] Heijden and Heuvel, "Sailors' families," 301. They note that before 1682 *maandbrieven* could be given to non-kin too.

[34] To illustrate the range: Pieter Thijssen owed Gerrit Gerritsz *f* 55. SAA, NA, 386, 17e reg., 122, 1632-10-08; on the other end of the spectrum, Huybert van Gageldoncq owed Jacob Cohen *f*1700. SAA, NA, 1706B, 1527, 1656-12-06.

[35] Rossum, *Werkers*, 190-196. Klooster, *The Dutch Moment*, 117.

[36] Bochove and Velzen, "Loans to salaried employees," 26.

notaries to commit to paying their debts out of future earnings from monthly salaries and loot.[37]

According to Manon van der Heijden and Danielle van der Heuvel, "in the seventeenth century most requests by sailors to pass on part of their salaries to other persons involved payments to soul sellers."[38] Some men used money letters and IOUs simultaneously causing issues of priority. In an attempt to protect the families of VOC servants, in 1682 the VOC gave priority to the payment of money letters over IOUs.[39]

Money letters and IOUs were drawn up in-house by VOC servants. The company had printed forms which employees could fill out in the VOC's pay office (*soldijkantoor*). It is quite possible that the VOC had quickly formalised what was previously a common practice amongst its employees. From the records, it seems that there was no equivalent for WIC servants – the WIC did not have an institutionalised process of passing on wages via money letters and IOUs. This goes some way in explaining the abundance of notarial deeds with which WIC employees made over parts of their salaries to family members and creditors. In particular, Amsterdam notarial deeds demonstrate that like their VOC counterparts, WIC servants promised future earnings to their family members and used them to pay off debts. Amsterdam notary de Bary drew up a deed for Huybert van Galgedoncq in 1656. Van Galgedoncq was about to sail to Guinea in the service of the Amsterdam chamber of the WIC, in the position of company agent or factor (*commies*). He amassed a significant debt to the *drooggasterijhouder* Jacob Cohen, amounting to *f*1700, which would be paid out of his company wages.[40] This example also serves as a reminder that transferring wages was not a tool used only by penniless sailors. Thus, unpaid wages of both companies were transferable; for the VOC this was insourced to the company salary office and for WIC employees, this took place before notaries.

According to the literature, VOC IOUs were transferable too – those who bought up the company servants' debts came to be known as soul buyers.[41] That is, there was a secondary market for IOUs. This was not peculiar to the VOC – notarial deeds drawn up by WIC employees who used their wages to pay off their debts could also be sold to others. WIC employee Pauwes ceded his future earnings to repay his debt to Jansen, with the deed specifying that Jansen, or the holder of the deed, had the right to collect the debt, surely an indication that Jansen could use or sell the deed to someone else who would then draw

[37] SAA, NA, 9539, 757, 99v, 1630-07-04. In July 1630 Claes Claesz van Rostok made a statement before the Amsterdam notary Rooleeu in which he ceded his future earnings, including those from loot, to Thomas Thomasz. The reason for this was Claesz's debt to Thomasz, incurred in making ready for a previous voyage as well as the one he was about to undertake. The deed specified that the debt included the cost of upkeep and advances which Claesz had received from Thomasz. Thus, it is likely that Claesz had been dependent on Thomasz for board and lodging in Amsterdam while he waited to begin company service and for the payment of the necessities for the voyages. Claesz owed Thomasz *f*95:13. The deed further specified that Thomasz had not been paid from Claesz's previous earnings on board *De Witte Leeu* because of other debts, perhaps an indication that other creditors had priority over Thomasz. For another example, see SAA, NA, 1568, 99P, 1641-03-18.

[38] Heijden and Heuvel, "Sailors' families," 301. On VOC recruitment, *zielverkopers* and *schuldbrieven*, see also Rossum, *Werkers*, 190-196.

[39] Heijden and Heuvel, "Sailors' families," 301-302.

[40] SAA, NA, 1706B, 1527, 1656-12-06.

[41] Heijden and Heuvel, "Sailors' families," 301-302. Lucassen, "Zeevarenden," 135.

Pauwes's wages.[42] Van Bochove and van Velzen state that the intermediaries who bought up the *transportbrieven*

> mobilized funding and made possible a deep penetration of credit markets into society by linking elites to ordinary workers in an until-then-unprecedented way... In combination with the near removal of moral hazard risks, this made possible larger loans, longer terms, and lower annualized percentage rates.[43]

A secondary market also existed for the wage accounts (credit) of company employees. This market for sailors' wage accounts in the Republic comes into focus in the case between Reijnier de Wolff and his associates on the one side, and the VOC Chamber Amsterdam on the other, which is discussed at length later in this chapter. The same is true of WIC wage accounts – after the fall of Brazil many of the returnees, mostly officers and soldiers, claimed payment of wage credit from the WIC and the States General, which Wim Klooster indicates amounted to a *f*1 million. Some of these men were "so desperate that they sold their claims, never receiving the full amount."[44] This indicates that a secondary market existed for WIC wage accounts too.

In addition to using wages to pay off debts, wages could be used as collateral in securing loans. The term used in the notarial deeds, which comes up in one of the court cases, is *onderpand*. A deed from 1632 reveals how this mechanism worked. Pieter Thijssen from Haarlem was about to sail to Guinea as principal carpenter (*oppertimmerman*). As collateral for a loan of *f*55 he gave his creditor Gerrit Gerritsz three packs of clothes, three frilled neckpieces and two handkerchiefs as well as his future earnings.[45] An example of wages used as collateral in the early eighteenth century reinforces this practice. In 1705 a group of men in the employ of the WIC used their wages as collateral for a loan of *f*1500. Their wages (*maandgelden*) were specified as *onderpand* in the deed. The WIC men were embarking on a slaving voyage: they were going to sail to Elmina aboard *De Juffrouw Cuira*, load slaves and transport them across the Atlantic to the island Curaçao, and from there return to Amsterdam. A month after their return they had to repay their creditor, according to the loan conditions.[46] The various ways in which wages could be used were a direct result of their transferability via power of attorney. The fact that wages could be collected by someone else made them a flexible and valuable tool in the creation of credit.

This is also seen in the sale of wage accounts – credit in the Republic could be made liquid through sale of accounts in the colonies. The VOC forbade selling or pawning wage

[42] SAA, NA, 1568, 99P, 1641-03-18.
[43] Bochove and Velzen, "Loans to salaried employees," 20. In their article van Bochove and van Velzen elaborate on the risks of buying *transportbrieven*, how they were discounted when purchased, and the ways in which the VOC tried to ensure that much of the debt could be collected.
[44] Klooster, *The Dutch Moment*, 91.
[45] SAA, NA, 386, 17 e reg., 122, 1632-10-08. For another example of collateral specified in a notarial deed, see SAA, NA, 2207, 544, 1659-09-30 (Bottomry).
[46] SAA, NA, 5769A, 141, 1705-03-24.

accounts, to prevent company employees from taking part in illegal private trade.[47] Yet the transferability of wages through IOUs, their use as collateral and the possibility, whether legal or not to sell accounts, had the effect of easing liquidity problems for employees of various ranks. Secondary markets existed for wage accounts in the Republic and overseas.

Transferability of wages also extended to inheritance – VOC and WIC employees' credit in the companies' books could be paid out to their heirs when employees died with or without a will. This required legal innovation from the companies as they sought means to deal with the estates of salaried employees who died abroad. Heirs and assets were located both in the Republic and abroad, details and accounts were not always readily to hand, and decisions had to be made regarding which inheritance law to apply to cases.[48] The most immediate effect of the transferability of wages via inheritance was to widen the pool of litigants in Holland and Zeeland courts to include employees' kin, both 'Dutch' and foreign.

Analysis of Amsterdam notarial deeds drawn up by WIC employees has borne out the equivalent uses to which employees of both companies could put their wages. At the core of this was the transferability of wages in the form of monthly salaries as well as loot. The difference was that the VOC insourced much of the work of notaries by having money letters and IOUs drawn up in the company's pay office. The consequence of the transferability of wages through legal documents was the variety of claimants who sought payment of wages from the companies. How company servants as well as the holders of wage accounts made their claims from the companies is the issue to which we now turn.

Escalating wage claims against the companies

Wage claims against the Dutch East and West India Companies were made by the wage earners themselves, as well as by those who were granted, inherited or purchased wage accounts. The former can be termed direct claims; the latter indirect claims. Both kinds of claim began at the employer – the WIC or VOC chamber – and escalated from there.

The first step in making wage claims was to go to the men who paid out the wages – the chamber directors. Company employees appeared before the meetings of the chamber directors requesting payment of wages. It appears that the standard procedure was for the cashier (*cassier*) to assess the claim before a decision was made whether or not to pay the claimant. The importance of this investigation was borne out in a number of requests which were denied on the basis of an employee's misbehaviour. For instance, on Monday 4 January 1672 Pieter Jacobsen van Grimingen and Meerten van Ee stood before the assembled directors of the WIC chamber Zeeland where they requested wages earned when they sailed to Guinea on the *Zeelandia* in 1663. They were told to return in eight days, during which time the chamber *cassier* Goliath would look at their accounts.

[47] Bree, *De rechterljke organisatie*, 46-47.

[48] Martine Julia van Ittersum, "The Long Goodbye: Hugo Grotius' justification of Dutch expansion overseas, 1615-1645," *History of European Ideas* 36, no. 4 (2010): 401.

This proved disadvantageous for the two men: it was found that both men were absconders and thus their wages were confiscated. When the men returned to the chamber the following week, the directors resolved to dismiss their claim as they were "untrustworthy souls".[49] Similarly, Cornelis Berger's claim to wages earned as a skipper on the company ship *Poelwijck* was denied when it was discovered "that he committed much illegal trade, against his solemn promise and own signature, and by his evil behaviour and...untrustworthiness had brought the company significant damage."[50] Wim Klooster states that this investigation of employees' behaviour before payouts were made was the common procedure.[51]

Indirect claims were made in the same way. Men and women presented themselves to the chamber meetings, where *maand-* and *schuldbrieven* were exhibited to back up their claims.[52] Some of these went smoothly such as for a soldier's wife who received the wages her husband had earned in Elmina.[53] But sometimes these claims were refused. Appearing before the same chamber as van Grimingen, van Ee and Berger, widow Perdij's claim to her husband's wages was refused.[54]

There appears to have been another kind of indirect wage claim at the chambers, that which was made by a broker. In 1649, after his return from WIC service in Brazil and New Netherland, Gerrit Hendricxss. from Molkwerum (on the IJsselmeer, Friesland) had a notarial deed drawn up in which he transferred power of attorney to Jan Rietvelt in order that Rietvelt could make a claim against the WIC for the payment of wages earned by Hendricxs on board *De Vergulde Ree.* Rietvelt was recorded as a broker (*makelaar*). This points to the possibility that claiming wages was something of a business, and that there may have been individuals who specialised in such claims.[55] It is possible that something similar took place among the family members of deceased VOC employee Hans Broen. Broen's brother, the Amsterdam merchant Hendrick Broen, signed over power of attorney to Gysbrecht van Beresteijn in Enkhuizen to claim the wages that Hans had earned as company agent on board the ship *De Maecht van Enkhuizen* which sailed with Admiral van Warwijck's fleet in 1602.[56] What is not clear in the deed is whether this was

[49] Original: "*als trouweloose sielen af te wijsen."* NL-HaNA, OWIC, 1.05.01.01, inv. nr. *31,* Notulen K. Zeeland, scan 2 (Monday 4 Jan 1672); scan 6 (Monday 11 Jan 1672).

[50] Original: "*dat hij veel ongeoorloofden handel tegens sijn solemnele belof ende eijgen onterteijckeninge hadde gepleegt ende voort de compagnie door sijn quad comportement ende ongehoo*[?] *trwoulоosheijt ende seer importante schade toegebracht*." NL-HaNA, OWIC, 1.05.01.01 inv.nr. *31,* Notulen K. Zeeland, scans 73-4 (16 May 1672).

[51] Klooster, *The Dutch Moment*, 91-92.

[52] To family members: NL-HaNA, OWIC, 1.05.01.01, inv. nr. *31,* Notulen K. Zeeland, scans 33-4 (Monday 21 March 1672). To named persons via *maandbrief*: NL-Ha-NA, OWIC, 1.05.01.01, inv. nr. *31,* Notulen K. Zeeland, scan 36 (28 March 1672).

[53] NL-HaNA, OWIC, 1.05.01.01, inv. nr. *31,* Notulen K. Zeeland, scan 44 (14 April 1672).

[54] NL-HaNA, OWIC 1.05.01.01, inv. nr. *31,* Notulen K. Zeeland, scan 15 (Monday 1 Feb 1672).

[55] SAA, NA, 2278 II, 63-64, 1649-12-28. Notary: J. de Winter. The deed also provides all the details of Hendrickxs's career in the WIC starting as *hoogbootsman* in 1643 on his way to Brazil and ending in the wreck of *De Prinses* while en route from new Netherland to the Republic in 1647. This is the only deed I have come across in which the use of a broker is specified, but my search through the deeds was far from exhaustive.

[56] The only ship in the VOC ship database which matches this name is the *Maegd van Enkhuizen* which was built in Enkhuizen in 1602 for the VOC chamber there and set sail from Texel the same year, arriving in Bantam in

a claim to be made in the chamber or if the matter had already escalated to the point of a legal suit.

Direct and indirect wage claims from the chambers of the VOC and WIC could also take the form of collective action. Rudolf Dekker comments that there were a number of occasions on which protests by VOC and WIC sailors turned into riots in the city of Amsterdam. According to Dekker this was unexceptional in the context of early modern labour relations: "conflicts between workers and employers were a regular phenomenon in preindustrial Holland."[57] He relates an example from 1629 at which time sailors attacked the VOC's head office in Amsterdam in order to claim a larger share of the Spanish silver fleet booty. This serves as a reminder that sailors' remuneration was in fact a parcel of payments, one element of which was their monthly wage. Dekker recounts a second example: on their return from the east, some VOC sailors organised a demonstration at the company's headquarters; one of the leaders stated "that they only wanted to receive their pay." Arrests were made and two of the leaders were in fact publicly hanged.[58] Wim Klooster recounts various examples of sailors and soldiers in service of the WIC violently claiming their wages, including an episode in which sailors and soldiers together tried to loot the silver stored in the *West-Indisch Huis* in Amsterdam based on the rumour that they had been denied their proper share of the silver fleet booty.[59] Furthermore, sailors' wives petitioned the Admiralty of Amsterdam and then appeared before the States General requesting payment of their husbands' wages earned on their voyage to Brazil in 1651. While the States General ordered the money be made available, who was responsible for payment was unclear. Two months later, Klooster noted, the chairman of the States General complained that the women had been to his home requesting the wages be paid out.[60]

For the claimants involved in wage disputes, their livelihoods were at stake, for the poorest of them their very material existence relied on such payouts.[61] There was much at stake for the companies too, at least for the WIC. Klooster argues that the consequences of "deprivations" suffered by WIC servants in Brazil "were grave." Non-payment of wages meant that the men on the ground who were supposed to create and defend empire overseas did not; Brazil was lost and with the colony went the political empire.[62]

When claimants received no payment from the chambers, their claims could be pursued in the legal arena. Mediation and notarised settlement was a means of conflict resolution used by parties in labour contracts in the maritime sector.[63] However, as far as

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1603. http://www.vocsite.nl/schepen/detail.html?id=11565 (accessed 2015-05-28). Broen's claim included *f*2400 worth of shares which his brother Hans had invested in the VOC through Jacob Jacobsz Hinloopen.

[57] Dekker, "Labour Conflicts," 379.

[58] Ibid., 406.

[59] Klooster, *The Dutch Moment*, 142.

[60] Klooster, "De bootsgezellen van Brazilië," 49-50.

[61] NL-HaNA, OWIC, 1.05.01.01, inv. nr. *31,* scan 15 (Monday 1 February 1672).

[62] Klooster, *The Dutch Moment*, 143, 145.

[63] For instance, in January 1674 a dispute between on the one hand Dirck Jansz Klinckert, *schipper* of the ship *De Vrede*, and on the other hand the *reders* of the same ship, represented by Amsterdam merchant Anthoni Wilmerdoncx, was settled by mediators Gerard Hamel and Michiel van Ameland. One of Klinckert's demands was that the *reders* pay him his wages. The mediators settled the dispute: The *reders* had to pay Klinckert the

Amsterdam notarial deeds indicate, it was not used in disputes between the companies and their employees.[64] What we see in the court records, is that wage disputes with the companies were pursued at all levels of the judicial system, from city courts, to the provincial and supra-provincial level. The remainder of this chapter focusses on those disputes which were taken to the High Court; the use of lower courts is demonstrated by charting the progression of cases through the legal system of the Republic, culminating in proceedings before the High Court.

Court cases

Inheritance

One of the most frequently-quoted statistics about VOC employees is that only one third of the men who went to Asia in company service actually returned.[65] Many died on the Cape Route and still more did not survive the malarial conditions of Batavia.[66] We should also not gloss over the fact that the VOC was engaged in open warfare in the early years and intermittently after the 1660s, which claimed the lives of company servants.[67] WIC servants met similar ends in company employ: mortality rates on the West Coast of Africa were notoriously high, and war on land and sea claimed numerous lives.[68] Death at sea or in company colonies has been studied from the point of mortality rates, and the companies' near insatiable labour needs, but not yet from the point of view of the legal questions surrounding inheritance in the tying up of estates which belonged to men who died in service of the companies. Part of the complexity of such cases arose from the tyranny of distance: information was needed in the Republic about circumstances in Asia or the Atlantic to assess the legitimacy of claims on estates. Whether or not some claims were given priority over others when an estate was not large enough to cover all of them also had to be figured out. Moreover, which law of inheritance applied in tying up disputed estates – the *aasdomsrecht* of Holland above the rivers, or the *schependomsrecht* of below the rivers?

Inheritance was a consequential issue which touched on the nature of the Dutch empire and state-building in the Republic. During 1640, High Court judge Nicolaas van

sum of *f*1000. They also had to pay the food and drinks bill which was racked up in the local tavern while the negotiations were going on! SAA, NA, 3221, 13, 1674-01-3. For another such dispute settled by mediators, see SAA, NA, 200, 538v-84v, 1620-05-09.

[64] This conclusion is based on my reading of a selection of Amsterdam notarial deeds. Thanks to Cátia Antunes for sharing her database of deeds with me. If further research does indicate that this method of conflict management was used by company employees, I would expect that the States General had a hand in bringing (pressuring?) the parties to the negotiating table.

[65] Bruijn, "De personeelsbehoefte," 238.

[66] On mortality rates on VOC ships in the seventeenth and eighteenth centuries see Gaastra, *The Dutch East India Company*, 80-83. Bruijn, "De personeelsbehoefte," 218-226.

[67] On the centrality of violence in the 'first phase' of VOC operations, see Knaap, "De 'core business' van de VOC."

[68] On the high number of deaths on the West Coast of Africa see Heijer, *De geschiedenis van de WIC*, 128. Klooster discusses the involvement of sailors and soldiers in battles in Brazil and the illnesses from which they suffered. Klooster, "De bootsgezellen van Brazilië," 50-52. Mortality rates have not been calculated.

Reygersberge (also Reigersberche) and famous legal scholar Hugo Grotius exchanged letters on the subject of inheritance law overseas. Van Reygersberge asked Grotius to consider the validity of wills and testaments drawn up by VOC and WIC servants overseas, apparently prompted by a case of a high-ranking VOC servant who had made his will and died in Batavia but had lived most of his life in Zeeland. The High Court judge indicated that until 1640, practice had been to apply the laws of the place of origin of the deceased when someone died *ab intestato*. In the absence of regulations made by the States General and the VOC on this point of law, the practice he described had been followed. In the hypothetical case that van Reygersberge recounted, should the company servant's will be considered valid? In his response to van Reygersberge, one of the points that Grotius considered was whether or not company territories could be considered conquests. If yes, then they would take the law of the conqueror. Grotius was doubtful that the company territories could be considered conquests, but he recognised the authority of the States General to write laws for their subjects, in lands they considered theirs. These 'lands' seemingly included VOC and WIC conquests. Martine van Ittersum concludes that "[e]ven Grotius could not escape the conclusion that territorial expansion overseas and state-building at home went hand-in-hand."[69] In legislating inheritance matters then, and in how cases before the High Court were resolved, empire-building and state-building were part of the same process.

Inheritance cases were significant for a second reason, which lies in the nature of the litigants. Inheritance issues which involved wages were often pursued by parties made up of more than one person: heirs as a collective would sue for their claims on the estate.[70] Part of the reason for this may have been the attractiveness of sharing the burden of court fees between them, but surely it was also a calculated decision based on the strength they saw in collective action. A 1696 notarial deed from Amsterdam indicates that the van Uchelen family gave power of attorney to two of their number to claim back wages on behalf of all of them. The two men appointed were brother and brother-in-law of the deceased, uppermerchant (*opperkoopman*) Hendrick van Uchelen, who had died in WIC employ in Elmina. They claimed his wages from the WIC chamber Amsterdam.[71] As already noted, the chamber was the first place to make such claims. When the heirs' claims were not granted there, they could – and did – proceed to court.

Two cases will be analysed in detail. The first involved the case brought by a single litigant, Hans Boije, against the VOC chamber Amsterdam. There are two particularly striking points of this case which will be analysed here – its progression through the courts, and the explanation of VOC custom regarding inheritance. The second case involved two heirs, neither of whom was resident in the Republic. The case indicates that

[69] Ittersum, "The Long Goodbye," 401.

[70] See for instance Grietje Jacobs who represented the heirs of Jan Cornelis Bloen versus the VOC chamber Amsterdam, children and heirs of Pieter de Witte which was fought over de Witte's wages. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *744* (1652)*,* Geextendeerde Sententie, scans 145-53. Jan Cornelis Bloen, previously known as Jan Fijcke, originated in the area near Hamburg but fled to the Dutch Republic after he escaped arrest for killing a man.

[71] SAA, NA, 3329, 54, 1696-01-27.

judicial process was available to foreigners in the Republic but that 'local' creditors had a privileged position in making claims on the estate.

Hans Boije vs. VOC Chamber Amsterdam

Juriaan Boije (also de Boij, de Boijs) was a Dutch East India Company employee. He sailed to Asia on board a ship named the *Goude Leeuw* on which he served as trumpeter until 20 December 1626.[72] He then transferred to the ship *Zirck Zee*, of the Zeeland chamber, continuing as trumpeter.[73] In this function he probably earned *f*14 per month.[74] In late July/early August 1627 Juriaan Boije became ill. Surely suspecting death was close, he made a will, witnessed by Pieter Christian and Nicolaes Hem, both under merchants (*onderkoopman*) on the same ship *Zirck Zee*. In his last will he left sums of money and a few possessions to seven individuals who were named and lastly, to his brothers and sisters. Thereafter, Juriaan Boije died.[75]

Juriaan Boije's death was the catalyst for a legal battle in the Republic which was only wound up in 1645. Juriaan's brother Hans sued the directors of the Dutch East India Company chamber Amsterdam to claim his share of the wages earned by Juriaan in company service. The parties pursued the case from city to provincial level, and then to the High Court, following the trajectory set out in Figure 1 (Introduction). The conflict began because the directors refused to pay Hans Boije the share of the inheritance which he believed was rightfully his, but this initial claim which must have taken place in the meeting of chamber directors has not left a trace in the judicial archive. Hans Boije sued the Amsterdam chamber directors in the Amsterdam court (*Gerechte van Amsterdam*) where he received a favourable verdict in 1643.[76] The chamber was sentenced to pay Hans Boije all the wages which had been earned by his brother Juriaan in company employ. The chamber felt aggrieved by the sentence and thus appealed it in the Provincial Court, the Court of Holland. On appeal, it was the company which came out victorious.[77] The following year, Hans Boije began the third instance of the case when he was granted leave to appeal the decision of the Court of Holland in the High Court. In December 1645 the High Court passed its sentence: the Court of Holland's sentence was nullified (*doet te niet*) and the VOC was judged not to have been aggrieved by the sentence passed in first instance in the Amsterdam court. Furthermore, the VOC was condemned to pay the legal

[72] http://www.vocsite.nl/schepen/detail.html?id=11714 The Amsterdam Chamber's ship *Gouden Leeuw* set sail in 1625 from Texel and was bound for Surat. It is most likely that Juriaan Boije was on board this particular vessel. As trumpeter, he was responsible for signalling the change in watch. Lucassen, "Zeevarenden," 137.

[73] Most likely to have been the ship built in 1616 in Middelburg for the Zeeland Chamber. It was used until 1627/8. http://vocsite.nl/schepen/detail.html?id=11978

[74] In 1621 the Admiralty of Zeeland paid a trumpeter *f*14 per month while an ordinary seaman received *f*6 per month. Bruijn, *The Dutch Navy*, 58.

[75] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *737 Geextendeerde sententies scans 178-9 [unpaginated].*

[76] In one part of the High Court's sentence the Amsterdam court's sentence was dated 7 April 1633, in another 7 April 1643.

[77] The sentence is dated May 1643, only one month after the later date of the Amsterdam court's sentence. This seems impossibly quick considering that some cases dragged on for years, even decades. It might be an indication that the Amsterdam Court passed a verdict in 1633 rather than 1643.

fees incurred in the Court of Holland. Hans Boije was victorious in his dispute with the VOC Chamber Amsterdam.[78]

We can assume from the way that this case was pursued that Hans Boije evaluated the possible gains of litigation as outweighing the legal fees he could incur. What exactly the court's fees were for such cases (in each instance) has not yet been established.[79] Based on the sums which Juriaan Boije willed to others and his total wage credit in the chambers, the sum claimed in the case was likely small. Juriaan named seven heirs in the will he signed before his death, and bequeathed them sums of around *f*50, with the exception of the first recipient who was to receive *f*265:13:5. His brothers and sisters were not named in the will, but as his heirs were left *f*6. The sum of bequests was stated in the court documents to be *f*631:5. Juriaan's total credit in the Amsterdam and Zeeland chambers, based on the figures from his three shipboard accounts, was stated as *f*629:2:5, not enough to cover the bequests. [80]

There was more than money at stake for the VOC. According to the VOC directors, the Amsterdam Aldermen (*schepen*) had not taken into account the VOC's 'solid defense' (*deuchdelijcke defensie*) of their refusal to pay Juriaan's wages to Hans Boije. The VOC's refusal before litigation was based on the company's 'practice and custom' (*gebruijck ende gewoonte*): when a 'foreigner' died in company service and was indebted to 'locals' or had bequeathed them something, the company would not pay out his wages to his heirs – also 'foreigners' – but rather first pay the outstanding debts and inheritance to 'locals'. By 'locals' we should understand the company to mean subjects of the States General who were resident in the Republic. This was intended to prevent 'locals' from having to go to 'foreign lands' to claim that which had been left to them.[81] What this custom reveals is the VOC's protection of locals over foreigners (*ingesetenen* contrasted to *uitgesetenen*) and priority given to creditors before heirs. In accordance with this practice, a number of the named heirs who were locals had received payments from the company in the early 1630s. Dutch expansion into the Indian and Atlantic Oceans had brought with it numerous legal conundrums, not least how to deal with inheritance questions when individuals died in service of the companies overseas.[82] This was further complicated by the fact that neither the company servants nor their heirs were necessarily Northern Netherlanders, or even residing in the Republic. The directors' explanation of their 'practice' demonstrates the creativity of the company in dealing with novel legal issues associated with expansion. It is creative in the sense that it was a clever way to solve a practical

[78] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *737* scan 178-82.
[79] The only calculations of costs that have been made were for cases involving the Portuguese Nation, 1675-1725. As a proportion of the value of the claim, costs varied from 0,1% to the exceptional 184%, but Post concludes that in general, the cost was a low percentage of the sum claimed. Post, "De Portugese natie," 70-76. Steckley has calculated that proceedings in the High Court of Admiralty, London, would have cost mariners approximately £8, equivalent to half a year's wages. This he suggests would have been prohibitively high for individual claimants. Steckley, "Litigious Mariners," 319.
[80] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *737* [scan 179]. Of the seven people named, one was from Haarlem, one was from the same place as Juriaan himself and the others' origins/locations are not included or cannot be connected to specific towns or regions.
[81] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *737 [scan 179].*
[82] Ittersum, "The Long Goodbye," 401.

problem, but creative also in the sense that a new and repeated practice was coming into being.

Boije's case against the VOC progressed from the city court to the Provincial Court and then High Court. The city court ignored the VOC's practice and ruled in favour of Boije; the Provincial Court upheld the company's practice; and the High Court dismissed the VOC's practice again reverting to the same verdict which had been reached by the city court in Amsterdam. How to tie up estates involving foreigners remained a problem for the VOC into at least the 1680s, as the following case shows.

Samuel and Metgen Elders vs. VOC Chamber Amsterdam

The Amsterdam chamber of the VOC faced another inheritance case a few years later. Fredrich Elders was employed as a petty officer by the VOC Chamber Amsterdam and sailed to Asia on board the flute *Het Witte Peert* in 1646.[83] In 1655 Fredrich Elders died in Asia. None of the Elders family was from the Republic: Fredrich originated from Oldenburg (now in north-western Germany) and his heirs, brother Samuel and sister Metgen, were living in Hamburg at the time of their dispute with the VOC.[84] The case reinforces the fact that the courts in the Republic were open to suits from foreigners.[85] It also brings into focus the asymmetry of information which had a critical bearing on the case.

The Elders case was fraught because the assets of the deceased and his heirs were located in Asia, the Republic, and Hamburg. According to the chamber directors, Samuel and Metgen Elders were not Fredrich's only heirs. The directors claimed that Fredrich had a wife in Asia, Catrina Elders, who was the legitimate and universal heir. News brought from Asia during the case confirmed the existence of Catrina, Fredrich's "lawful wife". Samuel and Metgen, the claimants, had been silent on the issue of a spouse; the VOC framed their silence as a deliberate withholding of the truth. How was the estate to be divided between a spouse in Asia and foreign heirs making claims in the Republic?

During the legal proceedings it came to light that Samuel and Metgen Elders had received inheritance payments from the VOC in 1660, amounting to *f*782:4. The dispute arose over the VOC chamber Amsterdam's refusal to pay out or hand over the rest of Fredrich's belongings in Asia. The chamber's counter claim was that the sum paid to the siblings was too high and that the siblings received it at all was unjust in light of the existence of Catrina. Requesting confirmation of Catrina's status and then awaiting a

[83] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *778* (1686) Geextendeerde sententies, f. cxxxiii v-cxxxvii r. His function was *bootsman,* one of the positions which comprised the petty officers (*onderofficieren*) on VOC ships. Fredrich Elders cannot be found in the VOC database of employees. However, there is a record of the ship *Het Witte Peert* on which he sailed: http://vocsite.nl/schepen/detail.html?id=11998 (accessed 2015-06-13).

[84] Van Bochove and van Velzen also note that VOC employees' family members travelled to Amsterdam to collect wages, giving examples of a family from Husum, Germany and one from Calais, France. Bochove and Velzen, "Loans to salaried employees," 23 n. 10.

[85] No indication of the logistics was given in the court records. It would have been interesting to know whether or not the siblings employed help in navigating the legal system in the Republic.

response from company authorities in Asia goes some way in explaining why the case took over two decades to resolve.

The case between the Elders siblings and the VOC chamber Amsterdam followed the trajectory of suits from city to provincial level and finally to the High Court (see Figure 1, Introduction). Sometime after 1660, Samuel and Metgen Elders proceeded against the chamber directors in the Amsterdam Court (*Gerechte van Amsterdam*) where the judges (*schepenen*) passed a sentence against the Elders in 1671. Feeling aggrieved, they took the case to the Court of Holland on appeal, where once again their claim was denied. A bench of seven judges pronounced their verdict against Samuel and Metgen Elders on 1 March 1680.[86] They continued to the High Court: they were granted leave to appeal the verdict of the Court of Holland in reconvention (*reconventie*) which was sentenced in 1686. The final verdict of the High Court brought the case to an end and vindicated the Elders' persistence. The court overturned the decisions of both lower courts: the VOC had to hand over the estate left by Fredrich Elders when he died in Asia. Furthermore, the VOC's claim to be repaid the *f*782:4 was denied.

The court records from the Elders case bear no references to the company's common practice or custom, or to the earlier Boije case. These two cases may have played a role in establishing how the company dealt with inheritance questions arising from expansion. An indication that the company clarified how to deal with inheritances involving foreigners, and tying up estates left in Asia by those who died there, is the lack of similar cases in the archive of the High Court in the eighteenth century.

Wage payments and lost vessels

Whether or not wages should be paid out when company ships were wrecked was a matter considered by the High Court. In the clearest example of a collective action law suit, officers and surviving crew of the ship *Arnemuijden* sued the WIC chamber which sent them out, Chamber Zeeland, for payment of their wages. On her return voyage, the *Arnemuijden* was wrecked in the Channel as a result of enemy attack. Not only is it striking to see the officers and crew together suing their employer, the chamber, but the case documents also bring to the fore specific maritime customs and contracts which were weighed up by the courts. These point to the issue of financial liability of the officers and crew. A second case regarding shipwreck picks up on the issue of liability when a company ship was wrecked. In that case, from the late seventeenth century, it was the individual responsibility of the skipper which was under discussion after the return ship under his command was wrecked. He died in the wreck, but his mother claimed his wages from the Amsterdam Chamber of the Dutch East India Company.

[86] The seven judges who passed the sentence in 1680 were: Frederik de Liere, Cornelis Baen, Mattheus Gool, Benjamin Fagel, François Keetlaer, Paulus Andreas van der Meulen and Willem van den Kerckhoven. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *778,* f. cxxxvi r.

Jasperssen et al vs. WIC Chamber Zeeland

Samuel Jasperssen, Claes Hasebeecque and Isaac de Nan sued the Dutch West India Company chamber Zeeland themselves and as representatives of their fellow surviving officers and crew, and the widows of those who died when their vessel was attacked in the Channel.[87] Rather than each individual suing for his own part, the men made their claim together. This particular case brings together direct and indirect claims for wages. Jasperssen *et al* as employees claimed their wages from their employers, the WIC constituting what I have called a direct claim. In addition, the men stood in for their fellow officers and crew members (*Officieren ende bootgesellen*) as well as the widows and orphans of the deceased crew, thus constituting an indirect claim from both the point of view of Jasperssen *et al* as representatives and the widows and orphans claiming wages earned by someone else.

By piecing together the details provided by the opposing parties and recorded in the extended sentence, we can partially reconstruct both the events behind the case and the arguments on which each side based their claims. In 1629 the WIC chamber Zeeland (referred to as Middelburg in the legal proceedings) equipped and sent out the yacht (*jacht*) *Arnemuijden* to sail to the West Indies. Samuel Jasperssen, Claes Hasebeecque and Isaac de Nan were on board in the functions skipper, quartermaster (*bottelier*) and assistant respectively. Having fulfilled the purpose of their trans-Atlantic voyage the men sailed back to the Republic but the *Arnemuijden* was attacked in the English Channel, not far from Portsmouth (*Poortmuijden*). The men fought their Dunkirk enemies with vigour, claiming "rather to die in the line of duty than abandon their ship for the enemy's gain."[88] But the *Arnemuijden* was sunk and a number of the crew died. Jasperssen *et al* managed to get back to Zeeland where they told their sorry tale to the directors of the chamber.

Jasperssen *et al* claimed their wages from the directors of the chamber, which request was denied, although, according to the claimants, the company had no reason to reject their demand. As a result, the men pursued legal action: they sued the directors of the WIC chamber Zeeland in the city court in Middelburg. There the burgomasters and city aldermen (*schepenen*) sentenced the chamber to pay the crew their respective wages until the day the ship had sunk. The verdict was passed on 4 April 1631.[89] The WIC felt itself greatly aggrieved by the court's sentence and so proceeded to a higher jurisdiction – the High Court in The Hague. The court granted the company leave to appeal the sentence of the Middelburg court without first going to the Provincial Court, despite the fact that this went against the principle of *omisso medio*.[90] The High Court concluded the case in 1634, passing a sentence in September of that year. The High Court ruled in favour of the WIC: the sentence of the Middelburg City Court was overturned and Jasperssen *et*

[87] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententie; inv. nr. *891* (1634) Register der dictims...zoals ze zijn geresolveerd.

[88] Original: "*Liever te sterven in haer devoir als het schip ten proffijte van de Vijant te abandonneren.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententie.

[89] Earlier in the same document the first sentence was dated 4 April 1629 which seems highly unlikely given that the *Arnemuijden* only set sail in 1629. This must be an error.

[90] LeBailly and Verhas, *Hoge Raad*, 14.

al's claim was denied, meaning that the WIC chamber Zeeland was relieved of its obligation to pay out the crew the wages they had claimed.

The extended sentence highlights the arguments each side made in support of their claims. Following the structure of the extended sentence – which always began with the perspective of the plaintiff before turning to the defendant's point of view – the WIC's argument will be outlined first. The company based their appeal on two intertwined strands, the first being the terms set out in the *artikelbrief* as a contract between employer and employees, and the second being the VOC's common practice.

From the way the *artikelbrief* was discussed in the court records it is clear that it was treated as a legally binding contract between employer and employees, in this case the WIC chamber Zeeland and the *Arnemuijden*'s crew. It was "always normal and the constant practice" to send ships out under certain "articles and conditions" specified in the *artikelbrief* which regulated the actions of the crew and established their liability.[91] Before a ship set sail, the *artikelbrief* was read aloud to the crew who could therefore not pretend ignorance of its contents. According to the *Arnemuijden*'s *artikelbrief*, the crew's wages were used as collateral against the ship, which did not belong to them. It specified that the crew risked their wages should they not return the ship, and they would have no recourse to complain to the directors of the company.[92] Thus the WIC's argument was straight forward: because the crew could not return the *Arnemuijden*, they were not entitled to their wages which had been used as collateral against the safe return of the yacht. The fact that the crew knew the terms of the *artikelbrief* was restated, creating the indubitable sense that the crew's claims were wholly preposterous.[93]

This was further reinforced by the introduction of the VOC's common practice which had gone unchallenged in court in the past. The VOC had not faced claims of the nature of the Jasperssen case, according to the WIC. In support of the WIC's argument not to pay out the wages based on the conditions of the *artikelbrief*, it was reported that the VOC followed the same kinds of conditions in sending out its fleets. And that furthermore, the VOC had never been sued over the issue of wage payments. The lack of claims against the VOC meant that Jasperssen *et al* could not point to past cases to reinforce their claims. Christiaan van Bochove and Ton van Velzen state that when a VOC ship sank, no wages would be paid, because the ship and the cargo were collateral for wage arrears.[94] However, a few years after the High Court's sentence against Jasperssen *et al*., the VOC did in fact award wages to the crew of seven ships which sank off the coast of the Cape of Good

[91] Original: "*altijt gewoon was ende in constant gebruick*", "*articulen ende conditien*". NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententies.
[92] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententies.
[93] In the context of this claim made against the WIC, it is interesting to note the contractual obligations set down in 1657 for the journey to be undertaken by the ship *Den Profeet Elias*, freighted by Amsterdam merchant Raphael Duarte and with *schipper* Frans Jansz Brower. It was specified that in the event of an accident – presumably extensive damage, shipwreck – in a harbour, payment of salaries would be made until the day of the accident, but if the accident took place in open sea, then payment would be made only to the date of departure from the previous harbour. SAA, NA, 1339, 1539, 92, 1657-10-04.
[94] Bochove and Velzen, "Loans to salaried employees," 25.

Hope. The officers and crew were paid until the day the ships sank. Of this episode in 1637, Jaap Bruijn comments that the award of wages was in line with maritime custom.[95]

To counter the WIC's argument, Jasperssen *et al* explained the events in the Channel in a way which effectively laid the blame for the *Arnemuijden*'s vulnerability on the WIC, in particular the company's London agent and his servant. Jasperssen *et al* claimed that they were aware of the danger posed by the many Dunkirkers sailing in the Channel. Taking into account the small size of the *Arnemuijden*, it was decided that the yacht would put in at Portsmouth. Once there the company's agent in London was notified and he sent a return message to the crew which urged them to sail on as soon as possible. To ensure their safety, he said a convoy – the *Leeuwinne* – would meet them just beyond the roadstead. The crew complied with the agent's instructions delivered by his servant. However, there was no convoy. The *Arnemuijden* was left vulnerable to attack through no fault of the crew. Furthermore, when attacked, they defended their vessel with their lives.

In the end, the High Court concluded the case in favour of the company, confirming the binding nature of the *artikelbrief* under which Jasperssen, Hasebeecque, de Nan and the others had set sail across the Atlantic. The collective legal action undertaken by the officers and crew of the *Arnemuijden* was unsuccessful in their bid to get their wages paid until the day their vessel sank. As mentioned, Bruijn indicates that the VOC did in fact follow this custom in 1637, and it was a custom which was discussed and implemented in the High Court of Admiralty in England at the time too. Steckley, whose work was discussed in the introduction to this chapter, has shown that some English sailors succeeded in claiming their wages up to the day the ship was lost despite the usual implementation of the 'last port' rule.[96] In 1634 the High Court in the Republic enforced the terms of the employment contract between the mariners and the chamber in the case of the *Arnemuijden*. The officers and crew and heirs were not paid their wages until the day the ship sank; rather, wages were withheld because according to the *artikelbrief* they were collateral against the vessel.

Neeltje Claes vs. VOC Chamber Amsterdam

Later in the seventeenth century, liability played a significant role in the arguments made by the parties in the case between Neeltje Claes and the VOC Chamber Amsterdam. Claes was the mother and heir of VOC skipper Claes Boudewijns de Vlaming and began legal proceedings against the chamber in order to receive payment of his wages after his death. Boudewijns de Vlaming had sailed to Asia on the *Silida* in 1680 and began the return voyage on board the *Tidor*. The *Tidor*, however, was wrecked on Ameland when she was supposed to be returning to Zeeland.[97]

[95] Bruijn, *Schippers van de VOC*, 148.

[96] Steckley, "Litigious Mariners," 328-329. Steckley is clear that judges sometimes implemented the rule to the benefit of mariners, but sometimes disregarded the rule for mariners' benefit too.

[97] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies; inv. nr. *907* (1699) Register der dictims...zoals ze zijn geresolveerd; inv. nr. *907* (1700) Register der dictims...zoals ze zijn geresolveerd. NL-HaNA, VOC, 1.04.02 inv. nr. 5294, f. 306. Record of the Tidore: https://www.vocsite.nl/schepen/detail.html?id=11030 (accessed 2017-04-04).

Neeltje Claes claimed her deceased son's wages from the Amsterdam Chamber which employed him. She began legal proceedings in the Provincial Court (*Hof van Holland*) rather than in a city court. According to Oscar Gelderblom, widows were one of the categories of litigants who were granted the privilege of beginning cases in higher courts.[98] The Provincial Court granted her claim. According to the sentence, the Chamber Amsterdam was ordered to pay Claes everything owed to her son by the company as well as all his belongings in the company's possession, with inventory thereof. Furthermore, she was to be given an extract from the company's books detailing his accounts. This verdict was reached by the Gentlemen and *Meesters* Mattheus Gool, Paul Andreas van der Meulen, Iman Cauw, Antonie Slocker and Fredrick Rosenboom, judges of the Provincial Court, and pronounced on 29 March 1697.[99] The Chamber Amsterdam was greatly aggrieved by this ruling and so pursued the matter in the High Court where they sought to have the sentence overturned.[100]

In making their case before the court, the chamber – represented by *procureur* Mattheus Stipel – turned Claes' claim on its head. Or at least, the chamber produced the legal argument without actually formally implementing it in their official claim (*eijsch*). Rather than the chamber compensating Claes, it was Claes who should compensate the chamber for the loss of the *Tidor* and her exceptionally valuable cargo. This was predicated on the chamber's argument that Boudewijns de Vlaming was entirely responsible for the ship wreck and subsequent loss of cargo. All Claes' statements of her son's dutiful behaviour were refuted: according to the Amsterdam chamber, Boudewijns de Vlaming sailed the wrong course, led a godless life, and was to blame for the drunkenness of the crew and lack of order on board.[101] The chamber included their lamentations "that the skipper did not leave behind an estate or heir of means" from whom they could claim the "sum of many tons of gold" worth of damages and interest that Boudewijns de Vlaming had brought upon them.[102]

Making the claim that the skipper was at fault was of course not enough – on what legal grounds did fault become liability? Interestingly, it was not the *artikelbrief* which formed the legal basis of their argument as it had in the case between the WIC chamber Zeeland and Jasperssen *et al*. The *artikelbrief* was not mentioned in the court documents relating to the case between Claes and the Amsterdam chamber. Rather, the VOC chamber Amsterdam alleged

[98] Gelderblom, *Cities of Commerce*, 127.

[99] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies scan 58 f. 56v.

[100] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies scan 58 ff. 56v, 57r.

[101] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies scan 53 ff. 51v-52r.

[102] Original: "*sij gedens hun selven moesten beklagen daer over dat de gem. schipper niet hadde nagelaten een boedel off erfgen*[*amen*] *van vermogen*"; "*een somme van veele tonnen gouds wegens schaden en interessen ten laste van de voorn*[*oemde*] *schipper hadden te vorderen*". NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies, scan 55 f. 54r.

> that according to the laws of this land it was well-known that a skipper was not only beholden to compensate all damage to ship or goods which was caused by his negligence or misdeed (crime?), but also to be punished as a criminal according to the importance (severity?) of the case.[103]

Where and when such laws had been set down was not mentioned. As has been indicated, the chamber boldly proclaimed the strength of their legal position – legal muscle-flexing, perhaps posturing – by indicating that they could make such an argument but immediately demonstrated their unwillingness to do so. Instead of enforcing the 'laws of this land' which would have brought ruin on the widowed mother of Boudewijns de Vlaming, the chamber took pity on her poverty (*onvermogentheijt*). It is worth mentioning that the case was conducted pro deo. As a result, the chamber did not pursue the line of holding the widow liable for the losses caused by her son but sought only the refusal of her claim to compensation from the company.[104]

While the VOC Chamber Amsterdam's legal posturing may have held some sway with the States General – who granted them a civil request – it was not successful as a strategy before the High Court, as was borne out in that court's sentence pronounced on 10 March 1699. The High Court upheld the sentence of the Provincial Court, judging that the chamber had not been aggrieved by the court's sentence of 1697 and consequently, as the losing party, the chamber had to pay the court fees including the cost of losing an appeal.[105] However, by 1700 the VOC Amsterdam chamber had not yet paid Neeltje Claes the *f*1708:4 which she had claimed.[106]

Credit, debt and secondary markets for wage accounts

In the cases examined so far, litigants were the wage earners themselves, as in the Jasperssen case, as well as the heirs of deceased VOC and WIC employees. The heirs included residents of the Republic and subjects of the States General as well as foreigners, such as the Elders siblings. We now turn to another set of litigants who claimed company employees' wages, the holders of wage accounts. Wages were transferable via the insourced company *maand*- and *schuldbrieven* and through notarial deeds. In addition, there were secondary markets for company servants' wage accounts. A secondary market for wage accounts was extant in the Republic, as is clear in the case of Amsterdam merchants, none of them a company employee, who sued the VOC Chamber Amsterdam for payment of wages allegedly owed to company sailors. The secondary market for wages

[103] Original: "*dat na rechten deser lande notoir was dat een schipper niet alleen schuldich was te vergoeden alle schade die door sijn versuijm off misdaed aen schip off goed wierde veroorsaeckt, maer oock om die importantie van de saeck criminelijck wierde gestraft.*" NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies, scans 55-6, ff. 54r-v.

[104] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies, scan 56 f. 54v.

[105] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *791* (1699) Geextendeerde sententies, scan 59 f. 57v; in. nr. *907* (1699) Register der dictims...zoals ze zijn geresolveerd scan 102.

[106] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02 in. nr. *907* (1700) Register der dictims...zoals ze zijn geresolveerd scan 232.

comes into sharp relief in the multifaceted case which dealt with capture, mutiny, possible desertion, and diplomacy. Secondary markets also existed in the colonies. There company servants transferred their wage credit in the Republic to others in order to generate cash in the colonies. An Amsterdam notarial deed and a complex High Court case show the workings of secondary markets in WIC and VOC ports, respectively. More than just wages, what was at stake in the VOC case which involved free migrant Cornelis Beerenberg as a litigant, was in fact subjection, and the limits of the VOC's sovereignty.

The secondary market in the Republic

That a secondary market for wage accounts of company employees existed in the Republic is not a novel idea.[107] What the case between claimants Reijnier de Wolff and Anthonij Carstens and the plaintiff, VOC Chamber Amsterdam, brings to light, is the complexity of disputes which arose out of the purchase of wage accounts, in this case specifically sailors' wages. In May 1730 two VOC Chamber Amsterdam ships, the *Purmerlust* and *Ter Horst*, set sail for Batavia. Not long into their voyage, the ships were captured by four Algerian privateers and forced to go to Algiers. Thanks to the intervention of Captain Schrijver, of the Admiralty of Amsterdam and a famous officer of his time, both ships were released to continue their journey but had to leave behind 11 valuable chests.[108] However, the crews refused to sail to Batavia. A standoff between officers and crew ensued and lasted for days before the officers gave in to the crews' demands to return to Holland. Both vessels reached Texel in September 1730. Whether the crew should be or had already been paid wages was the matter taken to the court in a collective action suit. However, it was not the sailors who sued their employer. The sailors had sold their wage accounts to a number of merchants in Amsterdam and it was those men, the holders of the wage accounts (*transporten van gagiën*), who pooled their claims against the VOC, and began legal proceedings in the Amsterdam city court.[109]

Reijnier de Wolff and Anthonij Carstens were the representatives of a group of 12 merchants, the other ten being Gerrit Closman, Jan Carstens, Pieter Meijer, Abraham Jochems, Nicolaas van Merkerk, Isaak Walles and Hermanus Heijlo, as well as Cornelis Duren, Jan Oosterman and Jan Ewald.[110] Between them, they claimed *f*21,989-14-: of wages owed to the crews of the *Purmerlust* and *Ter Horst*. The individual sums varied from van Merkerk's *f*579 to Meijer's *f*4201.[111] Jan Lucassen indicates that such men bore great risk as holders of *transporten* – if the sailor died or the ship was lost or captured the

[107] See the earlier sections of this chapter for discussion of *transportbrieven* and the secondary market for them. The important financial context is the secondary market for company shares which thrived in Amsterdam. See Petram, "The world's first stock exchange."

[108] On Schrijver see Jaap R. Bruijn, "Cornelis Schrijver," in *Vier eeuwen varen. Kapiteins, kapers, kooplieden en geleerden*, ed. L. M. Akveld, et al. (Bussum: De Boer, 1793), 161-175.

[109] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scans 2-22, ff. 1r-20v; inv. nr. *673* (1741), Resoluties, scan 5-6.

[110] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 2, f. 1; that they numbered 12 at the start see scans 11-12, ff. 10r-v.

[111] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 12 ff. 10v, 11r

creditor got little to nothing.[112] This was surely in part because "beyond their salary accounts, bearers of transport-letters did not have recourse to the person and goods of employees."[113]

The case between De Wolff, Carstens and their associates and the VOC Chamber Amsterdam directors followed the usual progression of cases from city to provincial level, and finally to the High Court. De Wolff and Carstens instituted legal proceedings against the Amsterdam chamber directors, not the wage earners, in the Amsterdam city court on 6 November 1730. They claimed payment of the wages owed them as holders of the *transporten van gagiën.*[114] Nearly two years later the Amsterdam Alderman passed a sentence: the claim was denied. For de Wolff and Carstens this outcome was "entirely unexpected".[115] From the company's point of view, the denial of the claim was fair, which opinion they reinforced by adding that three of the claimants – Cornelis Duren, Jan Oosterman and Jan Ewald – acquiesced to the court's decision.[116] At this point, Duren, Oosterman and Ewald left the group of litigants. The nine remaining claimants appealed the verdict in the Provincial Court in Holland. There they claimed to have been aggrieved by the Amsterdam sentence, sought that it be overturned or corrected, and that their original claim – now reduced to *f*16932 – be adjudicated.[117] De Wolff and Carstens, on behalf of the others, claimed that when the *Purmerlust* and *Ter Horst* returned to the Republic, the crew was dismissed and sent on their way with their goods (*plunje en kisten*) and their wages. Their wages, however, should not have been paid to anyone other than de Wolff and Carstens *et al*. The company had thus shortchanged the merchants the sum of *f*16932.[118] The Court of Holland confirmed the verdict of the Amsterdam court in the Chamber's favour. Undeterred, de Wolff and Carstens appealed to the High Court.[119]

There were three related issues which the parties disputed. Firstly, whether or not the Amsterdam chamber of the VOC should have issued passports for safe passage to the ships and the consequences thereof; secondly, what the cause of the mutiny had been; and thirdly, whether or not the crew had been paid their wages before they left the ships at Texel. The issues are difficult to separate, not least because the court record of the sentence follows the stages of the case rather than the development of each party's arguments.

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[112] Lucassen, "Zeevarenden," 134-135.
[113] Bochove and Velzen, "Loans to salaried employees," 21.
[114] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 12 ff. 10v.
[115] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 4 f. 2v.
[116] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 13 f. 11v.
[117] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 4 f. 2v-3r; scan 13 f. 11v.
[118] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies scans 3-4 ff. 1v-2v.
[119] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies scan 2 f. 1r.; scan 3 f. 1v; scan 22, f. 20v.

The *Purmerlust* and *Ter Horst* were captured during a time of peace between the Dutch and Algiers. In the previous decades, hostilities had flared up between Dutch ships (company and warships) and Algerian privateers. During the late 1600s there were a number of skirmishes between Dutch and Algerian vessels. For instance, in 1690, near the Canary Islands, skipper Gilles Brouwer fought off three Algerian pirate ships for seven hours before he could continue his journey, for which action he was rewarded with a gold chain worth 100 silver ducats (*dukaten*, *f*250). In 1696 Dirk Lovelt did not survive an encounter with two Algerian pirate ships but his widow received the amount of *f*1000 as a sign of the company's appreciation. A treaty was concluded with Algiers but repudiated in the mid-1710s. Thereafter, privateers threatened Dutch shipping as far north as the Channel. The States General responded by providing convoys and small squadrons of warships to protect the vessels. Their first success came in 1724 – Captain Schrijver captured an Algerian privateer. Two years later, in 1726 the Dutch concluded peace with Algiers. Over the following years, Captain Schrijver made a number of trips to Algiers where he was involved in ransoming the crews of Dutch ships captured and enslaved by the Algerians.[120]

It was out of this diplomatic context that the discussion of passports for safe passage arose. The claimants, De Wolff and Carstens, asserted that the reason for the 1730 capture of the *Purmerlust* and *Ter Horst* was that the two company ships were not carrying passports (*passen*). Furthermore, it was the lack of passports which caused the crew to mutiny once they had been released.[121] The chamber countered this by suggesting that de Wolff and Carstens would not know anything about when the company provided its ships with passports. The chamber claimed that it was not beholden to provide its ships with anything other than good sea letters (*goede zee brieven*) which both the *Purmerlust* and *Ter Horst* had.[122] Furthermore, the chamber claimed, the seamen were not taken on under the condition of being supplied with Turkish passports (*Turkse passen*), nor were they promised that the chamber would provide any for their journey.[123] The chamber also refuted the claim that lack of passports caused the crew to mutiny. As confirmation of this point, the chamber indicated that no-one had asked for a passport, neither before nor after the ships had been taken to Algiers. Moreover, the fact that the mutiny took place three weeks into the journey from Algiers to Batavia, the chamber claimed, meant that the seamen could not possibly still be in fear of Algerian privateers: the ships had received refreshments in Algiers and the Dutch consul there had secured Turkish passports (*complete Turkse passen*) for the ships.[124] According to the chamber, de Wolff and Carstens

[120] Jaap R. Bruijn, "Dutch men-of-war - Those onboard c. 1700-1750," in *Acta Historiae Neerlandicae: Studies on the History of the Netherlands* (The Hague: Martinus Nijhoff, 1974), 88. Bruijn, *Schippers van de VOC*, 149. Bruijn, "Cornelis Schrijver," 161-175.

[121] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scans 5-6 ff. 3v-4v; scan 14 f. 12v.

[122] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scans 15-16, ff. 14r-v.

[123] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 16, ff. 14v-15r.

[124] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 17 ff. 15v-16r.

"could not excuse the aforementioned objectionable behaviour of the aforementioned seamen with such frivolous excuses."[125] Instead, the chamber referred to ordinances, the *Placaten van den Lande*, which made provision to punish seamen and military personnel, including those taken on by the VOC and the WIC, who refused to obey the orders of their superiors.[126] This was relevant because the chamber could, they claimed, verify the rebellious actions which led to disregarding orders and threats to change their course to Holland. In addition, they claimed that it had been shown that it was the crew's fault that the ships returned to the Republic.[127]

Once the ships had returned to Texel, the chamber commissioned directors to investigate the ships' return. The commissioners found that a rumour had circulated among the crew according to which the crew would be held financially responsible for the 11 chests left in Algiers: their wages in Asia would be docked.[128] This, not the passports, was the cause of their refusal to sail to Batavia.[129] It would certainly not have been the only mutiny on VOC vessels to be sparked by financial concerns.[130] Shortly after the departure from Algiers, "the petty officers...and all the crew, both sailors and soldiers, mutinied and rebelled."[131] The petty officers and crew on both vessels refused to sail to Batavia; they demanded return to Holland.[132] In response, the skippers proclaimed "that they would rather die than go to Holland."[133] Surely hoping it would change their minds, or at least warn them of the consequences of their rebellion, the skippers read out the oath which the company employees had made, telling the "mutinous crew" that in Holland, punishment awaited.[134] The stand-off continued for days during which time the seamen handed over a round robin to the skippers, described as

[125] Original: "*zullende de Impetranten het voorschr[eeve] on-hebbelijke gedrag van het voors*[*chreeve*] *scheepsvolk geenzins met zodanige frivole voorwendzels konnen excuseren.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies, scan 17, f. 16r.

[126] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies, scans 17-18, f. 16r-v.

[127] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies, scan 18, ff. 16v-17r.

[128] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies, scan 10, f. 9r.

[129] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 6, f. 4v; scan 6 f. 5r; inv.nr. *673* (1741),Resolutie, scan 5-6.

[130] Ketting, *Leven, werk en rebellie*, 257. The 1608 mutiny on the *Oude Zon* was sparked by the crew's concerns over whether or not they would receive their monthly wages and loot payments while privateering in the Indian Ocean after the expiry of their contracts.

[131] Original: "*Bootsman, schieman, constapel met hunne maats Quartiermeesters, zeilmakers, timmerlieden met hare maats, also ook alle het gemeene volk zo wel matrozen als soldaten hadden gemutineert en gerebelleert.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 6, f. 4v.

[132] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 6, ff. 4v-5r.

[133] Original: "*dat zij liever sterven wilden als naar Holland gaan.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 6, f. 5r.

[134] Original: "*mutinerende volk*". NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 6, f. 5r; scan 7 f. 5v.

> a declaration from all the seamen, signed by them in a round circle, including that they all, nobody excepted, officers, sailors and soldiers, absolutely demanded to go to the Fatherland, to defend their business before the defendants [VOC Chamber Amsterdam] regarding the robbing of the money committed by the Turks, to whom [namely the VOC chamber Amsterdam] they [the seamen] would not pay a cent.[135]

The skippers insisted they continue towards the Cape, offering the seamen a signed guarantee that they would not be held financially responsible for the 11 chests of money they had left in Algiers. Not satisfied, the men went below deck where "in the form of a complot" they decided amongst themselves to disregard the orders of their superiors.[136] In all their actions, it seems the seamen were non-violent.[137] In spite of their refusal to work – they stated that the skipper and his helmsman (*stuurman*) could sail the vessels to the Indies themselves! – the skipper held his course.[138] On 14 July the skippers and their officers convened the ship's council where they caved to the crew's demands. The *Purmerlust* and *Ter Horst* changed course for Texel.[139]

At Texel, the crew continued in their mutinous ways, refusing to sail to Batavia. As the skipper had done before him, the commander (*commandeur*) assured the seamen that they would not be held responsible for the stolen chests; quite the opposite in fact: if they remained on board, they would be provided with brandy and tobacco by the company. The commissioners found that no more than six or seven men on board – of crews which numbered 120-180 per vessel – were willing to continue their journey; the rest refused to sail to Batavia. In mid-September the crews of both ships left the vessels, without their wages. The chamber was adamant that neither did the bookkeeper draw up wage accounts for any of them, nor did the cashier pay them out. While the company procedure was to pay out the crews, this particular crew had made itself unworthy (*zig onwaardig gemaakt*).[140] This is the only reference to withholding wages as punishment for mutiny,

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[135] Original: "*een declaratoir van het gansche scheepsvolk bij haar in een ronde circul onder tekend, behelsende dat zij alle niemand uijtezonderd, zo officieren, matrozen als soldaten, absolutelijk naar het Vaderland wilde, omme quasi hare zaken te verdedigen bij de gedaagdens* [*VOC*] *over het afneemen van het geld bij den Turk gedaan waar aan zij geen duit pretendeerden te betalen.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 7 f. 6r.

[136] Original: "*bij forme van complot*". NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 7 f. 6r, scan 8 f. 6v.

[137] Jaap R. Bruijn and Els S. van Eyck van Heslinga, "De scheepvaart van de Oost-Indische Compagnie en het verschijnsel muiterij," in *Muijterij. Oproer en berechting op schepen van de VOC*, ed. Jaap R. Bruijn and Els S. van Eyck van Heslinga (Haarlem: De Boer Maritiem, 1980). On mutinies on board English vessels see Aaron Jaffer, *Lascars and Indian Ocean Seafaring, 1780-1860: Shipboard life, unrest and mutiny* (Woodbridge: Boydell Press, 2015).

[138] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 8 f. 6v, scan 8 f. 7r.

[139] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies, scan 9, ff. 7v-8r; inv. nr. *673* (1741), Resolutie, scan 6. The *resolutie* indicates that the mutiny began on 9 July and according to the *geextendeerde sententie* the ships turned for Texel on 14 July.

[140] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 11 f. 9v; 19 ff. 17v-18r.

and it is an oblique one. Unsurprisingly, the Amsterdam court's decision to refuse wages was deemed fair from the company's point of view.[141]

In the Provincial Court, de Wolff and Carstens countered the company's claims, stating that the chambers' argument that the return of the ships to Holland was the crew's fault was "futile and groundless", seeing as it was only an attempt to cover the chamber's own mistake in not providing passes.[142] They also contested the chamber's account of how the seamen ended their service. The company claimed they left of their own accord – perhaps deserted? – while de Wolff and Carstens claimed that they had been fired. This was a significant part of their claim, because according to the claimants, company servants whose contracts had been ended in this way were not only entitled to receiving their goods (*plunje*) but should also be paid their wages.[143] On the issue of wage payouts, the Amsterdam chamber stated that "in order to prevent further feared and clearly apparent dangerous repercussions," the commissioners had the crew leave the vessels at Texel.[144] It is not clear whether or not the commissioners fired the crew, or if the crew deserted.[145] In addition to the 'unworthiness' of the crew, the company raised a second justification for not paying the mariners. The directors argued that "following the custom and habit of the aforementioned company the directors paid the crew two months' wages up front" which sum was worked back while they were at sea, but the mariners earned nothing more.[146]

The Amsterdam sentence of 1732 was upheld by the 5 March 1739 verdict of the Provincial Court judges Anthoni Slicher, Petrus Moris, Johan de Mauregnault, Simon Schaep, Adriaen van der Mieden and Carel Vitriarius.[147] As the losing party, de Wolff,

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[141] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 12, f. 10v. The words used were "just outcome"(*regtmatigen uitslag*).

[142] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 14 ff. 12v-13r.

[143] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 15 f. 14v; inv. nr. *673* Resoluties scan 5-6.

[144] Original: "*om verdere gevreesde en apparente dangereuse gevolgen voor te komen.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 19 f. 17v.

[145] The resolutions of the States of Holland of the following year, 1731, indicate that the skippers and *stuurlieden* (navigational officers) of the two ships sought re-employment with the VOC which was granted them after consideration and input from, among others, the States of Holland. However, skipper of the *Purmerlust* Hendrik Cloek was refused a contract. *Resolutien van de Heeren Staaten van Holland en Westfriesland in haar Edele Groot Mog. Vergadering genoomen in den jaare 1731*, (1771), 737-738 (713 September 1731); 1898 (1716 November 1731). On the ranks on board Dutch ships see Lucassen, "Zeevarenden," 137.

[146] Original: "*naar gewoonte en us[a]tie van de voors*[*chreeve*] *compagnie aan het scheepsvolk hebbende betaalt op de hand twee maanden gagie."* NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 5 f. 3v. This argument does not come through the court records very clearly, nor is the timing clear considering that the ships departed in May and returned in September. Perhaps the time spent in Algiers was disregarded. The matter is also addressed in the *Resolutie*: NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *673* (1741) Resolutie scans 5-6.

[147] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741) Geextendeerde sententies scan 20 f. 18v. The judges are listed in the document. I have followed the spelling of their names used in the list of Provincial Court judges available here: http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/aanstellingen/by?aanstelling.instelling=84&aanstelling.functie=27 (accessed 2017-10-23).

Carstens and their fellow merchants had to pay the court fees.[148] Aggrieved by the second denial of their claim, de Wolff and his fellow claimants proceeded to the High Court. They received leave to appeal on 7 April 1739 where they sought an overturning or correction of the Amsterdam sentence of 1732 as well as the confirmatory sentence of 1739. Their claim included that their original claim – the payment of *f*16932 – be adjudicated and the court fees of all instances covered.[149] In the High Court, the VOC's *procureur* Pieter van Bodegem claimed that de Wolff and Carstens would be pronounced not aggrieved by the previous sentences. For the opponents, Jacob van Zanen persisted with de Wolff and Carstens's claim.[150] The High Court pronounced a verdict on 21 February 1741 by which the previous two sentences were upheld. For the third time, over the course of 12 years, de Wolff, Carstens and their associates, were denied payment of the wages they had claimed. Instead, they were fined for a groundless appeal and had to pay the court's fees.[151]

The claimants in this case, de Wolff, Carstens and their seven associates collectively sued the Amsterdam chamber for the payment of the sum of *f*16932 in sailors' wages. Not only does this case confirm the existence of the secondary market for wage accounts in the Republic, it also demonstrates that litigants could pool claims. Pursuing collective action reduced each individual's potential costs of a loss. Perhaps it was the sharing of loss which allowed the men to pursue their claims in three courts; however, we do not know for certain whether the claimants shared the costs and if they did, how they divided them between the nine men whose individual claims ranged from around *f*500 to *f*4000. This case highlights that the financial instruments for transferring wages and the existence of a secondary market combined with the federalised structure of VOC resulted in litigation between investors in wage accounts and the Amsterdam chamber of the VOC, with the sailors themselves the wage earners, remaining anonymous throughout the process.

The secondary market overseas

Records from institutions in Holland indicate that secondary markets for wage accounts also existed in the VOC and WIC charter areas. A wage account from Angola discussed in a notarial deed and a High Court case over thousands of guilders in the Zeeland chamber of the VOC would, on first reading, have little to connect them. However, the unrelated legal documents point to mechanisms of turning wage credit in the Republic into cash in the colonies. The holders of the wage accounts, not the wage earners themselves, both returned to the Republic where the wage accounts should have been paid out. It was

[148] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 20, f. 18v.
[149] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scans 20-21, ff. 18v-19v.
[150] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 21, ff. 19v-20r.
[151] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *833* (1741), Geextendeerde sententies, scan 22, f. 20v.

before the notaries and the court's bench that the colonial and metropolitan spheres collided. The right – acquired legally or illegally – to collect someone's wages at some point in the future and sometimes in a different locality created layers of contractual obligation which had the potential to make wage claims complex.

A deed reveals that when Thomas Rochfort from Limburg died, he left his wage account, that is credit, to Echmondt Schij, an Irishman in the WIC's army in Angola.[152] Once inherited, the wage account could be made liquid - Schij succeeded in turning the inherited credit into cash by selling the account to fellow WIC soldier, Henrick van Hoorn, from Nijkerk (in Gelderland, central Netherlands).[153] Unfortunately the notarial deed which relates the transaction specified neither the value of the credit, nor the amount paid for it but it was likely discounted. Taking into account the risk of buying credit, surely van Hoorn paid a lot less than the nominal value of the credit. The sale of the wage account came to light because the WIC soldiers Gotbrugh Juriaans from Tönder (likely Tønder, in southern Denmark) and Harmen Gerritsz from Freiburg (now in Germany) appeared before notary H. Schaeff on behalf of fellow WIC soldier van Hoorn. The three men had served the company together in Loanda, Angola. Juriaans and Gerritsz stated that while in Loanda they knew the Irishman Echmondt Schij very well, adding that he was a sergeant in Captain Tack's company as proof. Schij was in possession of an account (*reekening*) for wages (*gages and maandgelden*) which he had inherited from Thomas Rochfort from Limburg. Schij sold the inherited account to Juriaan's and Gerritsz's friend, Henrick van Hoorn. A note of sale was drawn up by the scribe of Captain Meppelen's company in which it was confirmed that van Hoorn had indeed paid Schij for the account and the transaction was completed. The scribe's note and the account itself were handed over to the Amsterdam notary, confirming that the account was a physical note of credit. This particular episode shows the ways in which the 'uses' of future earnings could be combined, opening opportunities for those involved in the layered transactions. Furthermore, it presents a fascinating glimpse into the lives of Dutch West India Company soldiers and the relationships they established.

An elaborate case involving a man named Cornelis Beerenberg reveals how men in VOC employ and their non-company associates went about turning credit in the Republic into cash in Batavia. Through the case between Cornelis Beerenberg and the VOC we can begin to piece together the relationship between wage accounts, liquidity abroad, private trade, and illegality. Furthermore, as a man who had never been in VOC employ, Beerenberg had interesting arguments to make about subjection and the limits of VOC sovereignty. Both aspects are explored below.

Cornelis Beerenberg and his family moved to Batavia in 1673 as free migrants. There is no indication of the family's situation at the time, but it is perhaps significant that this was only one year after the Disaster Year (*Het Ramp Jaar*). The lure of getting rich quickly in Asia drew many into company service; but unlike those company men who intended to go to Asia to make a fortune and return to the Republic to live their lives in

[152] SAA, NA, 1289, 132v, 1644-08-25.
[153] SAA, NA, 1289, 132v, 1644-08-25.

luxury, Beerenberg did not take up company employ, he took his family with him, and they departed the Republic as passengers aboard a VOC ship. Furthermore, Beerenberg's intention was to remain in Asia permanently.[154]

The case reveals nothing of their lives in the city but after almost three decades there, Beerenberg caught the attention of the Gentlemen Seventeen in the Republic. News reached them of an extensive private trading ring which involved company administrators, skippers and free men.[155] Interestingly, the Gentlemen Seventeen saw fit to summon Beerenberg to the Republic.[156] He was not alone: the Gentlemen Seventeen recalled Juriaan Beek, Aernout Plemp Fonteyn, and Hendrik Wolfraet all of whom were "burghers and free merchants in Batavia."[157] A different source included the names of Anthony Adelburg, Renier Brand, Willem Haak and Maria Schuilenburg amongst those free people summoned by the Gentlemen Seventeen.[158] They were suspected of conducting illegal trade which contravened the VOC's charter and the States General's ordinances.[159]

Legal proceedings over the alleged private trade were undertaken against Beerenberg in the Republic but it is the claim to a high-ranking VOC official's wages in the Zeeland chamber which will be examined here. Soon after his arrival in the Republic in 1703, Beerenberg went to the VOC Chamber Zeeland to claim *f*2750 of wage credit earned by the fiscal (*fiscaal*) in Batavia, Hendrik Joan Winkelman.[160] The claim was refused by the chamber directors but pursued by Beerenberg in the legal arena where he laid bare the grounds of his claim.

Beerenberg's first point was his indignation at being summoned to the Republic by the VOC. That he was a free man, never having been employed by the company, was a refrain in the suit. While he acknowledged the right of the VOC to trade, granted them by charter of the States General, he contested the company's authority over him, claiming that he was a subject of the States General and not of the company. He stated that he recognised the States General as the sovereign over the colonies. From this conception of

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[154] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *805* (1713), Geextendeerde sententies, scans 75-6, ff. 71r, 71v. The family departed from Texel on board the *Tidor*.

[155] The men involved and their functions are stated by Abraham Bogaerts. The company men included the *equipagiemeester* Otto van Thiel; fiscal in Bengal, Jan van Hengel; the skipper*s* Cornelis Keleman and Lambert van Couwenhoven, amongst others. Bogaerts discusses how the Gentlemen Seventeen found out and their contact with Batavia regarding cases there before the men were recalled to the Republic. Abraham Bogaerts, *Historische reizen door d'oostersche deelen van Asia* (Rotterdam: Jan Daniel Beman, 1731), 126-130.

[156] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 75, f. 71r. The Gentlemen Seventeen wrote to the High Government in Batavia on 15 March 1701 summoning the individuals to the Republic.

[157] *Nederlandsche jaerboeken inhoudende een verhael van de merkwaerdigste geschiedenissen die voorgevallen zyn binnen den omtrek der Vereenigde Provintien, sedert het begin des jaers MDCCXLVII. 20de deel.* (Amsterdam, De erven van F. Houttuyn), 368.

[158] Bogaerts, *Historische reizen*, 127-128.

[159] *Nederlandsche jaerboeken*, 368. This is based on my understanding that "Haar Hoog Mog." in the jaarboek refers to the States General. Original: "*verboden Commercie."*

[160] NL-HaNA, VOC, 1.04.02, inv. nr. *12683*, f. 3.

the limits of company sovereignty, he disputed the authority of the Gentlemen Seventeen in the Republic to summon him to the Republic against his will.[161]

Not only was he transported against his will, Beerenberg claimed that he was given insufficient time to get his affairs in order before boarding ship. To his detriment, he had to sell off his property – including his slaves – in a hurry, at a price below its worth. In addition, he did not have time to call in his debts. It was this detail which was crucial to his claim on *f*2750 in the Zeeland Chamber. The fiscal in Batavia, *meester* Hendrik Joan Winkelman was one of Beerenberg's debtors. Not having the cash to give him, Winkelman went to Notary Cornelis Wetgen who drew up a deed entitling Beerenberg to claim *f*2750 from the Zeeland chamber where Winkelman's considerable wages were accruing.[162] As the fiscal, he earned *f*150 per month.[163] According to Beerenberg, the transaction was agreed to by the then Director General, Joan van Hoorn.[164]

The company disputed Beerenberg's tale that the summons had meant he could not call in his debts and that was the reason he received Winkelman's wage accounts. The company believed that many employees were involved in illegal private trade for which activity they used their wages.[165] Specifically to prevent this, Article 35 of the *artikelbrief* forbid wages earned on the outbound voyage and during the contract period in Asia to be paid out there, unless the chamber agreed. Furthermore, other articles set out that the servant's wife, children or 'other friends' could receive his wages in the Republic and that a loan on the salary could be provided.[166] However, the company had discovered that its servants

> in an indirect manner came to possess their salaries and wages there, by means of selling the same their wages or salaries to other repatriating servants or free people for cash money and thereby conducted private and forbidden trade.[167]

For those who amassed fortunes in Asia, the company did not allow remittances to the Republic other than when a servant was repatriating and by extension, leaving company

[161] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713,) Geextendeerde sententies, scan 75, ff. 70v-71r.
[162] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 76, f. 71v; scan 82 f. 77v. It is specified as *carolus gulden*.
[163] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 79, f. 74v.
[164] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 76, f. 72r. Joan van Hoorn was Director General from 1701 and became Governor General in 1704.
[165] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 78, f. 73v.
[166] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 78, f. 73v.
[167] Original: "*op een indirecte wijse hunne maand gelden en gagies aldaar wisten magtig te worden, door middel van de selve hunne gagies of maant gelden aan andere repatrierende bedienden of vrij-luijden voor contant gelt te verkopen en vervolgens daar mede den particulieren en verboden handel en negotie quaamen te drijven."* NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 78, ff. 73v-74r.

employ. The only other exception was for the upkeep of family in the Republic. Rules governing remittances only changed in the mid-eighteenth century, at which time investigation into the legality of the fortunes also ceased.[168] The company's argument continued: according to Article 55 no-one was allowed to purchase wage accounts 'in the Indies', nor were they allowed to take purchased wage accounts to the Republic or send them to the Republic to be drawn. The punishment set out for such actions was confiscation.[169] This went further than only company employees: "greedy people outside the company's service" took part in this buying and selling of wage accounts whereby employees acquired the means to conduct illegal trade.[170] The company authorities in Batavia were clearly aware of this situation: every year, before the fleet departed for the Republic, an ordinance was published which forbade all persons to buy and sell wage accounts, or to take them as collateral for debts. Not only would those involved in the buying and selling forfeit their ownership of the sum, they would also be required to pay three times the amount as a fine (*amende*).[171]

The company made this argument in the Court of Holland between 1707 and 1711. But the proceedings did not start there. As mentioned, Beerenberg approached the chamber soon after his arrival in the Republic to request payment but, in spite of his countless polite requests, the chamber found various reasons to delay payment.[172] In November 1703 Winkelman passed away in Asia, complicating the claim by the presence of heirs. Beerenberg turned to the Middelburg court in 1705 where he sought and received a *mandament penaal* which would block the Zeeland chamber from paying out the contested sum on pains of a significant fine.[173] Beerenberg's efforts to stop the payment of Winkelman's credit to his heirs failed – the company paid the heirs, and reserved the sum of 247 flemish pounds (≈ *f*1482) for Beerenberg, less than half his original claim. The chamber had taken the matter of the estate to the Middelburg court which established the order of priority in payouts. According to Beerenberg, this happened without his knowledge. He disputed the outcome: in March 1707 Beerenberg made a claim to the full amount of *f*2750 plus four per cent interest in a case in first instance (*rau actie*) in the Provincial Council. The plaintiffs were the Gentlemen Seventeen

[168] Nierstrasz, *In the Shadow of the Company*, 84. Boxer notes that VOC and EIC employees remitted fortunes via bills of exchange using the other company which was forbidden. Boxer, *The Dutch Seaborne Empire 1600-1800*, 202.

[169] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 78, f. 74r.

[170] Original: "*ook andere baatsoekende personen buijten dienst van de Compagnie*". NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713) Geextendeerde sententies scan 78 f. 74r.

[171] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scans 78, 79, ff. 74r-v.

[172] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 76, f. 72r.

[173] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 81, f. 76v.

as representatives of the company, and the directors of the Zeeland chamber in particular, as members of that company.[174]

In the multi-layered lawsuits between the VOC and Cornelis Beerenberg, the company submitted an exception (*exceptie*) to the Provincial Court, that is the Court of Holland. The company claimed that the chamber could not be sued in first instance (*rauwelijx*) in the Provincial Court and that the case should be sent (*gerenvoijeerd*) to the Middelburg court.[175] This indicates a difference between suing the company and suing a chamber, at least as far as the court in which such processes could be started. Proceedings against the Gentlemen Seventeen in first instance could be heard by the Provincial Court. However, the company was not granted the exception: after much back and forth and persistence from the parties, the Provincial Court passed a sentence in 1711. The judges Johan Munster *heere* van Zanen, François Keetlaer, Charles Philips van Dorp, Fredrick Rosenboom, Cornelis Gerrit Fagel, Gillis Clement and Herbert van Beaumont denied Beerenberg his claim.[176]

Feeling aggrieved by this sentence, Beerenberg appealed to the High Court, seeking nullification or correction of the Provincial Court's sentence. He was represented by the *procureur* Paulus van Brakel, while the Chamber Zeeland's *procureur* was Mattheus Stipel.[177] Judge Simon Admiraal noted that the court did not need to consider the ordinance on private trade seeing as there was an ongoing case on the matter; nor should the court examine whether or not the sale of wages was valid; the question before the court was only whose money it was, Winkelman's or Beerenberg's. Admiraal concluded that the sum remained Winkelman's and should be part of his estate and credits and thus recommended that Beerenberg be declared not aggrieved (*niet beswaart*). Judge Verbrugge added that Beerenberg did not succeed in proving his ownership of the money by *transport* or other means.[178] Again, Beerenberg found himself on the wrong end of the verdict: his *request civile* to enter new facts, obtained from the States General on 25 June 1712 was denied; he was declared not aggrieved by the Court of Holland's sentence of 1711; and he had to pay the fine of a groundless appeal in addition to the court's fees.[179] This sentence - the unanimous decision of the High Court justices Simon Admiraal, Rutgert Verbrugge, Feltrum de Vries, Willem Sluysken, Reinier Schaep, Cornelis van Bijnkershoek,

[174] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 77, f. 72v; inv. nr. *665* (1713), Resolutie, scan 157.

[175] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 77, f. 72v; scan 83 f. 78v.

[176] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scans 83-4, ff. 79r-80r.

[177] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 84, f. 80r. It should be noted that Mattheus Stipel was also the *procureur* for the Amsterdam chamber of the VOC in their dispute with Neeltje Claes discussed in the earlier section of this chapter.

[178] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *665* (1713), Resoluties, scan 157. The cost of the *resolutie* was *f*60.

[179] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *805* (1713), Geextendeerde sententies, scan 85, f. 80v; inv. nr. *910* (1713), Register der dictims...zoals ze zijn geresolveerd, scan 287.

and president Hubertus Rooseboom – was resolved on 18 July 1713 and pronounced 11 days later.[180]

This was not the only claim that Beerenberg made on wages earned by company employees. Beerenberg claimed *f*12,600 plus four per cent interest earned by Emanuel Bornezee as a member of the Council of the Indies (*Raad van Indien*).[181] The claim also led to legal proceedings between Beerenberg and the directors of the company. This case was pursued on appeal to the High Court, but it was the VOC that appealed the verdict of the Provincial Council. The Provincial Council rejected the *exceptie* that the company had produced and thus the case was not forwarded (*gerenvoijeerd*) to the Middelburg court. The company's argument seems to have been that seeing as Bornezee had been employed by the Chamber Zeeland, and according to the *artikelbrief* that chamber alone should pay his wages, the matter should be heard in the Middelburg court not in the Court of Holland. The High Court overturned the Provincial Court's sentence and admitted the request to have the case heard in Middelburg. The High Court did not pronounce a verdict on whether or not Beerenberg was the legal recipient of the *f*12,600 plus interest earned by Bornezee; the High Court only ruled on whether or not to uphold the Court of Holland's sentence. This second case, which took place during the longer battle over Winkelman's wages, indicates that the VOC pursued the same strategy in both – to have the cases sent to the city court of Middelburg, where the chamber was located which employed both Bornezee and Winkelman. While Beerenberg framed his receipt of Winkelman's credit, and possibly Bornezee's too, as a way of hurriedly settling a debt, the company painted a more intricate and devious picture of well thought-out illegal transactions underpinning private trade in Asia.[182]

Just as the WIC soldier in Angola sold the wage account he had inherited, the VOC believed that its servants – including the highest level of judicial personnel, the independent fiscal – were involved in selling their wage accounts to acquire the cash they needed to take part in illegal private trade. That prohibitions were made yearly in the ordinances is an indication that the company did not succeed in quashing the trade in wages. Not only did a secondary market exist for wage accounts and company servants' debts in the Republic, these cases indicate that there was a secondary market for wage accounts in the colonies too. In the cases discussed here the two employees were on

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[180] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *665* (1713), Resolutie, scan 157; inv. nr. *910* (1713), Register der dictims...zoals ze zijn geresolveerd, scan 287. A list of High Court judges is available at http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/aanstellingen/by?aanstelling.instelling=117&aanstelling.functie=27 (accessed 2017-10-23). On Roosenboom: http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/aanstellingen/by?aanstelling.instelling=117&aanstelling.functie=64 (accessed 2017-10-23).

[181] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *664* (1707), Resolutie, scan 96. Bornezee was employed by the Zeeland chamber of the VOC. He sailed to Asia in 1654 and reached the highest point of his career in 1691 when he accepted the position of Councillor of the Indies. Jan Parmentier and Ruurdje Laarhoven, eds., *De avonturen van een VOC-soldaat. Het dagboek van Carolus van der Haeghe 1699-1705* (Zutphen: Walburg Pers, 2009), 17-18.

[182] In December 1717 there was a case sentenced by the High Court between Nicolaas Amerongen and Constanteijn Beerenberg who was the son of Cornelis Beerenberg. Bornezee allegedly owed Beerenberg *f*19129 which he had promised to repay in the Republic, secured by his wages in the Zeeland chamber. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv.nr. *666* (1717), Resoluties, scan 164.

opposite ends of the companies' hierarchies – a WIC soldier and a VOC fiscal. Employees of both companies found means of turning their credit in the Republic into cash in the colonies.

Beyond the disputed wages, the case involving Beerenberg highlights the fact that the way that the VOC went about clamping down on illegal private trade rings in Batavia – namely by summoning an inhabitant of Batavia to the Republic – brought out arguments over the limits of the VOC's sovereignty. The charter which the company received from the States General delegated sovereignty to the company from the Cape of Good Hope across the Indian Ocean, however the exercise of that sovereignty was disputed. Beerenberg employed an argument about subjection to dispute his summons to the Republic – he claimed that he was a subject of the States General, not of the company, and therefore objected to the Gentlemen Seventeen's order for his forced transportation from Batavia to the Republic.

Amsterdam Auctioneers vs. VOC Chamber Amsterdam

The final case to be examined in this chapter did not involve company employees nor holders of their wage accounts. Instead, the case was fought out between the Amsterdam city auctioneers and the VOC Chamber Amsterdam over the remuneration the auctioneers received for their assistance at that chamber's auctions. VOC auctions were held twice yearly, in the European autumn and spring.[183] While auctions have become synonymous with how colonial goods were sold in the Republic, the VOC did not in fact have in-house auctioneers, as appears from the case. Each chamber had the independence to hold its own auctions, and in Amsterdam this was done in cooperation with the city authorities, and more specifically, with the city auctioneers. The chamber paid the city auctioneers a salary for selling off the company return goods. On a number of occasions, the directors of the Amsterdam chamber and the auctioneers came into conflict over remuneration – the auctioneers complained that they were not paid enough – and the terms were renegotiated. During the 1740s, a period during which the VOC was increasingly carrying private traders' goods in return for a freight fee, known as the recognition trade, a dispute between the parties escalated to the point where they agreed to put the matter before the bench of the High Court.

"From of old", the court sentence reads, "the claimants [auctioneers and secretaries of Amsterdam] and the defendants [directors of the VOC chamber Amsterdam] could not agree on the rights due to the claimants for their assistance and service at the sale of company goods."[184] Municipal authorities played an important role in managing the conflict over the course of a century. In 1638 the burgomaster of Amsterdam first settled the matter (*schikking gemaakt*): for their assistance, the company would pay the

[183] Karwan Fatah-Black and Mike de Windt, "De architecten van de Republiek? De opkopers van VOC-veilingen in Zeeland in de achttiende eeuw," *Tijdschrift voor Geschiedenis* (under peer review 2017): 7.

[184] Original: "*De Eiss[che]r en Verw[eerde]r van oude tijden af, elkander niet hebbende konnen verstaan over 't regt de Eiss[che]r competeerende, weegens haar assistentie en dienst bij verkoping der goederen van de compagnie.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 120; inv. nr. *919* (1749), Register der dictims...zoals ze zijn geresolveerd, scan 146.

auctioneers three per cent "of the auctions", indicating the proceeds from the sale by auction of company return goods.[185] This situation lasted until 1657 when the burgomasters replaced the percentage commission with a yearly payment of *f*1,000.[186] By 1665 there was again discord over remuneration: the burgomaster of Amsterdam increased the auctioneers' and secretaries' pay by the addition of the yearly portion of spices to which a director was entitled. But the burgomaster denied the auctioneers their claims to remuneration from the sale of porcelain brought back to the Republic by the company. The auctioneers and secretaries declared that they were satisfied with the burgomaster's regulation.[187] The company paid the auctioneers and secretaries their yearly fee and portion of spices without the reocurrence of disputes until 1745, at which time the city auctioneers refused to sell VOC recognition trade goods under the existing salary arrangement. Where the parties did see eye to eye, was the need for their dispute to be resolved by the court, specifically the High Court.[188]

In the High Court, the auctioneers and secretaries of the city of Amsterdam claimed that they should be remunerated one per cent of the sales value of tea and porcelain that was transported by the company from Batavia to the Republic, plus four per cent interest. The VOC's counter claim was two pronged. Firstly, the chamber directors claimed that "they would not be subject to municipal statutes".[189] This should perhaps be interpreted in view of the VOC's relationship with the States General, the body from which it received its charter. Perhaps the implication of the statement was that the chamber Amsterdam considered itself above the authority of the Amsterdam city government and subject only to the States General's regulations. However, that the company had submitted itself to the burgomaster's settlements during the seventeenth century, severely weakened this argument. The auctioneers raised the objection that their agreement with the company did not cover the goods that were brought back as part of the recognition trade, goods which they differentiated from company goods based on ownership. Goods brought back against payment of freight they claimed, were still owned by the private merchants who made the agreements with the VOC. The opposing view was of course that the company did own the goods, because the VOC purchased them from the private merchants. This was countered with the detailed knowledge of how the company sold the goods: evidence of the distinction between goods was in the fact that the company sold them separately, recognition goods were sold "with the designation that they were brought back at freight and that would not happen if the company had ownership of the tea".[190] Part of this

[185] Original: "*van de venduen.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 120. The sentence is not explicit about whether this was the outcome of legal proceedings or not.

[186] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 120.

[187] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 120.

[188] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 120. This is stated in the court's resolution but the basis of the agreement between them ("o*nderling verdrag"*) was not explained in that document.

[189] Original: "*dat sij geene steedelijke keuren subject souden sijn*." NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 121.

[190] Original: "*de compagnie verkoopt de selve apart met designatie dat se op vragt sijn meedegebragt.sij doet daar van reekening, en dat souw niet geschieden indien de comp eijgendom van de thee had*." NL-HaNA, Hoge

counter argument was that the tea remained the property of the private merchants until it arrived in the Republic because the VOC did not want to carry the risk (of loss or damage) at sea. Whether or not the tea and porcelain brought back from China belonged to the VOC or to private merchants was one part of the dispute between the parties. But the VOC also objected to the one per cent of sales claim on the grounds that it was an enormous sum in actual terms, for the sales from 1745. Claiming one per cent amounted to the sum of *f*23,000 which was "exorbitant and unreasonable" in light of the previous remuneration package of *f*1,000 plus spices with which the auctioneers had previously been satisfied.[191] This is an indication of the enormity of the recognition trade in tea and porcelain in 1745.[192] Furthermore, the company complained that the auctioneers claimed one per cent of the sales value without first subtracting the forty per cent fee payable to the VOC for freight.[193]

The bench, consisting of the judges Willem Hendrik Dierkens, Hendrik Mollerus, Willem Pauw, Johan van Nispen, Adriaan van den Santheuvel, Abraham van Ruster and the president Hendrik van Hees, was unanimous in its verdict that the auctioneers' claim be denied.[194] One of the judges' reasoning is particularly interesting to delve into. Dr Abraham van Ruster raised the distinction between the letter and intent of the salary agreement (*conventie*), the same issue that was raised in the case between Jan Schull and the VOC Chamber Amsterdam but in that case with regards to the prohibitions on private trade.[195] He stated that "one should not reflect on the letter but on the intention of the agreement" adding that if at odds, it was the intention that should prevail.[196] This was relevant to his reasoning because at the time the salary agreement was made, in 1665, the VOC did not conduct recognition trade, and could not possibly have thought of it. He notes that the recognition trade was introduced in 1741.[197] It was the changing structure of company trade in the 1740s, specifically the introduction of the recognition trade in tea and porcelain, which led to the dispute between the company and the chamber over the remuneration which was due to the auctioneers. Unlike at various other moments of conflict, in the seventeenth century, the remuneration dispute was not settled by the

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Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 121. It is noted that the company charged forty percent freight.

[191] Original: "*exorbitant en onbillijk*." NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 121.

[192] Chris Nierstrasz has shown that 1730 marked the end of monopolistic pursuits of the tea trade and opening of a competitive period by both the VOC and the EIC. Nierstrasz, *Rivalry for Trade*, 61-66.

[193] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 121.

[194] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scans 121-2. High Court judges listed here: http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/aanstellingen/by?aanstelling.instelling=117&aanstelling.functie=27 (accessed 2017-10-23). Hendrik van Hees: http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/personen/4836, (accessed 2017-07-31)

[195] See Chapter 3. On van Ruster see: http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/personen/8540 (accessed 2017-07-31).

[196] Original: "*men moet niet op de letter maar op de intentie van de conventie reflecteeren*." NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 122.

[197] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *675* (1749), Resoluties, scan 122.

Amsterdam burgomaster, but the parties agreed to take the matter to the High Court. There the judges considered whether or not the change in the structure of the trade, and the concomitant increase in volume of goods to be auctioned which was implied, necessitated a resetting of the payment arrangement between the company and the auctioneers. Part of this included considering the argument made by the auctioneers that recognition goods did not belong to the company, and that these goods did not fall under the 1665 agreement. The judges tended to agree that the goods were not company goods, but that the intention behind the agreement which predated the recognition trade had to be upheld. The Amsterdam auctioneers were to sell the goods brought over by the company. The High Court concluded that the auctioneers were not entitled to the one per cent of sales which they had claimed, which decision was pronounced on 31 July 1749.[198]

Conclusion

The Dutch East and West India Companies faced litigation in the High Court over payment of company servants' wages. Neither company successfully managed this employer-employee conflict internally. Cases against the directors of the company chambers, as the employers, were pursued in the courts from city to provincial level, and finally to the High Court. This constitutes another 'type' of dispute which was resolved in the High Court, along with those pertaining to the companies' monopolies (Chapter 2), illegal private trade (Chapter 3), shares (Chapter 5) and property rights principally over colonial goods (Chapter 6).

Wage cases were heard in the courts in the Republic as a result of the payment structure of the companies. The VOC, for which company more detailed knowledge is available about the level and payment of wages, kept records of employees' salaries which accrued in the chambers in the Republic. The majority of the wages earned were payable only at the end of the employee's contract, when he returned to the Republic. Because recruiting, employing and paying company servants was devolved to chamber level, the cases heard in the High Court involved the chamber directors as litigants, rather than the Gentlemen Seventeen, or in the case of the WIC, the Gentlemen Nineteen/Ten.

The litigants who opposed the chamber directors in court encompassed a far wider pool of people than just the wage earners themselves. I argued that this was the result of the transferability of company servants' wages. The transferability of wages meant that they could enter relationships of credit and debt based on their future earnings, which included but were not limited to providing for their families while they were abroad. While the VOC insourced these transfers, WIC employees could do the exact same things via notarial deeds. VOC employees had the opportunity to draw part of their salaries while in Asia, however, the larger share accrued to them in the Republic, to be claimed upon their return, or by heirs and creditors after they had died. In the context of wage litigation, transferability had the effect of widening the pool of litigants to include kin, heirs and

[198] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *919* (1749), Register der dictims...zoals ze zijn geresolveerd, scan 146.

creditors. Claims made by the employees themselves, which I have called direct claims, were evident in the Jasperssen case against the WIC, but even then, the crew's claims were combined with those of the heirs of their fellow mariners, namely indirect claims resulting from the transferability of wages.

The wide pool of litigants in wage cases encompassed foreigners. Their presence in the High Court immediately indicates the accessibility of that institution. How they navigated the legal system – through a broker or representative – is unclear. But that foreigners had legal claims on the wages earned by VOC employees in the first place was a result of the international nature of the labour market from which company servants were recruited. Considering the high proportion of Germans in VOC employ, it is not surprising to encounter their families making inheritance-based claims. The VOC had practices in place which favoured locals over foreigners in the order of payments.

Parties to cases were made up of multiple individuals who together brought a claim, that is, there was collective action against both companies' chambers. The groups of litigants consisted of two or more heirs who together sued for their inheritance; the surviving crew of the *Arnemuijden*, representing themselves as well as the heirs of their deceased fellow seafarers, sued for their wages after their ship was lost; and a group of *transporthouders* pooled their claims to the wages earned by mariners on board two VOC ships. Collective action allowed litigants to share the costs of legal proceedings which were usually for the losing party's bill. As Steckley has shown for the High Court of Admiralty in London, collective action reduced the potential cost of legal proceedings relative to the claim.

Over time wage disputes with the companies changed in nature. During the seventeenth century, particularly in the first few decades after the creation of the VOC, the Amsterdam and Zeeland chambers faced inheritance cases in which the courts in the Republic had to adjudicate claims in the context of a mobile workforce made up partly of immigrants. Information about heirs had to requested from overseas causing delays; estates consisted of goods overseas as well as in the Republic; and heirs too resided in the Republic, other parts of Europe and in Asia. Furthermore, innovation was required to deal with new legal problems which arose from tying up estates across oceans. Inheritance cases from the eighteenth century seem to be of a different type – heirs disputed the punitive confiscation of wages which the company imposed on servants suspected of illegal private trade. These cases involved vast sums allegedly owed to heirs of high-ranking company officials.[199] When seen alongside other inheritance cases the clustering needs to be pointed out. It is possible that the inheritance cases which were sentenced during the seventeenth century established a degree of predictability in sentencing which mitigated the need to pursue legal proceedings in later years.

Turning to the WIC, the outsourcing of the WIC monopoly to private individuals had an effect on the kinds of cases it faced in court. As has been seen, contractual disputes

[199] See for instance the inheritance-related cases involving the Pit heirs, Valkenier heirs, and Phoonsen: NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *664* (1706), Resolutie, scan 18; inv. nr. *666* (1714), Resolutie, scan 32; inv. nr. *667* (1762), Resolutie, scans 236-7, inv. nr. *922* (1762), Register der dictums...geresolveerd, scan 39.

in the High Court were a WIC phenomenon (Chapter 2). That private merchants could conduct trade with their own ships in the charter area likely resulted in a smaller incidence of crews and officers claiming their wages – instead of suing a WIC chamber, they would sue the ship owners or the captain depending on their terms of employment. This is exactly what is seen so frequently in the High Court of Admiralty. Because the VOC owned its ships to ply the Cape route, wage disputes would not have involved crew versus captain or ship owner but rather crew and officers versus the chamber that employed them. Thus the structure of trade is a likely explanation for why there were so few WIC wage cases in the High Court. A similar pattern emerges in the following chapter, which deals with cases of disputed share transfers. There we again see a predominance of VOC cases in the High Court.