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

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6. Property rights and colonial imports

Conflicts arising from buying, selling and seizing merchandise

Spices, tea and coffee, textiles, sugar, ivory, and gold were amongst the valuable goods which were shipped to the Republic from within the charter areas of the Dutch East and West India Companies. These colonial imports were important sources of revenue for the companies in the Republic.[1] Not only did colonial goods pervade the homes and adorn the bodies of the Republic's elite as was deftly captured in the great masterpieces of the Golden Age, but such goods were also re-exported to cities across Europe.[2] Moreover, colonial imports sold in the Republic linked the trades in the Indian and Atlantic Oceans. Textiles, saltpetre and cowries imported from Asia were crucial links in the commodity chains which saw goods bartered on the African coast for human cargo who were sold in the Americas.[3] Following the opposite direction, gold and silver from Africa and the Americas, and taken prize off foreign vessels, was needed in Asia by the VOC to take part in markets where there was little to no demand for European goods.[4]

Colonial imports were one category of goods among many which were traded in the Dutch economy of the early modern period. Having taken over from Antwerp, by the beginning of the seventeenth century Amsterdam functioned as the staple market for the Dutch Republic as well as Europe.[5] Over the course of the late sixteenth century until the 1660s, the Dutch Republic "grew quickly in strength, dominated the economy of Europe, and constructed a trading empire that spanned much of the world. This was its Golden Age."[6] Jan de Vries and Ad van der Woude argue that increasing capital investment in the staple market – that is acquiring, storing and selling goods – drove growth in trade. Trade

[1] Fatah-Black and Windt, "De architecten," 1, 4-5.

[2] The Rijksmuseum's 2015-2016 exhibition Amsterdam > Asia addressed the representation of goods from Asia in portraiture and still life paintings, among other pertinent themes. Karina H. Corrigan et al., eds., *Asia in Amsterdam: The culture of luxury in the Golden Age* (New Haven and London: Yale University Press, 2015). On luxury goods from Asia see Maxine Berg, "Britain's Asian Century: Porcelain and global history in the long eighteenth century," in *The Birth of Modern Europe: Culture and economy, 1400-1800. Essays in honor of Jan de Vries*, ed. Laura Cruz and Joel Mokyr (Leiden and Boston: Brill, 2010). Berg et al., *Goods from the East*. On the role of Amsterdam as a staple market, or entrepôt, see Gelderblom, *Zuid-Nederlandse kooplieden*. On the gateway model: Clé Lesger, *The Rise of the Amsterdam Market and Information Exchange: Merchants, commercial expansion and change in the spatial economy of the Low Countries c. 1550-1630*, trans. J. C. Grayson (Aldershot: Ashgate, 2006), esp. Chapter Five.

[3] On textiles and saltpetre see Fatah-Black and Windt, "De architecten," 1, 12-16. According to Glamann, cowries were one of the products brought to the Republic by the VOC and sold to the West India Companies for use in purchasing enslaved people on the West Coast of Africa. K. Glamann, *Dutch-Asiatic Trade, 1620-1740* ('S-Gravenhage: Martinus Nijhoff, 1981), 22.

[4] The VOC exported silver from Europe to Asia to use there but over time allowed company servants to remit fortunes and thereby could reduce the exports of silver from Europe while still increasing their trade in Asia. Nierstrasz, *Rivalry for Trade*, 31-35, 39-42.

[5] On the rise of Amsterdam to prominence see Lesger, *The rise of the Amsterdam market*; Vries and Woude, *The First Modern Economy*; Israel, *Dutch Primacy in World Trade, 1585-1740*; Gelderblom, *Zuid-Nederlandse kooplieden*.

[6] Vries and Woude, *The First Modern Economy*, 668.

capital was generated from profit of trade conducted from the Republic, with the addition of some external injections from immigrants to the Dutch Republic. This had a self-reinforcing element: according to de Vries and van der Woude, as the volume of capital increased, so institutions which supported trade became increasingly efficient; technological advances improved shipping; and merchants became more specialized. The effect was to lower transaction costs, which drew more trade and more merchants to the Republic. Famously, de Vries and van der Woude have argued that the Dutch economy of this period was the first modern economy.[7]

One of the necessary, extant features which leads de Vries and van der Woude to call the Dutch economy modern, was "a state which in its policy making and enforcement is attentive to property rights, to freedom of movement and contract, and at the same time is not indifferent to the material conditions of life of most inhabitants."[8] In what ways was the Dutch state attentive to property rights? Certainly, the legal institutions in the Republic dealt with questions of property rights which arose in the commercial sector. For the VOC and WIC, property rights disputes come to the fore in issues related to buying, selling and profiting from colonial imports.

This chapter shows that the institution of the High Court, in its judgments, protected property rights. More or less consistently, the court's sentences limited the extractive or predatory tendencies, in the Northian sense, of the VOC and the WIC. Douglass North and Barry Weingast talk about those qualities in reference to rulers, and in particular to the English Crown. Insecure property rights characterised the economic landscape of early seventeenth-century England. North and Weingast argue that after the Glorious Revolution of 1688, property rights were secured in England as the power of parliament and the new monarchy was balanced so as to limit predatory expropriation of private wealth by either side. This amounted to credible commitment – that institutions, crucially an increasingly independent judiciary, could hold the monarchy to make good on its pledges, in particular debt repayment.[9] Research on the Dutch Republic indicates that property rights were more secure from an earlier period there. Jan de Vries and Ad van der Woude indicated that this was the case, noting the importance of a state "attendant to property rights" as mentioned earlier.[10] Recently, Guiseppe Dari-Mattiacci *et al* argue that the corporate form which the VOC took – with permanent capital – could only emerge under certain conditions. One of these was secure property rights, which the authors express as a low risk of public predation on private wealth ensured by the appropriate political institutions. The VOC's initial capital investment had a ten-year maturity, but the accounts were not closed at the end of that term. For the welfare of

[7] Ibid., 669-670.

[8] Ibid., 693. The other three features that they list were "markets...which are reasonably free and pervasive; agricultural productivity adequate to support a complex social and occupational structure that makes possible a far-reaching division of labor; ... and a level of technology and organization capable of sustained development and of supporting a material culture of sufficient variety to sustain market-oriented consumer behavior."

[9] Douglass C. North and Barry R. Weingast, "Constitutions and Commitment: The evolution of institutions governing public choice in seventeenth-century England," *Journal of Economic History* 49, no. 4 (1989). See also North, "Institutions."

[10] Vries and Woude, *The First Modern Economy*, 693.

country and reasons of state amongst other considerations, the States General paved the way for the company capital to become permanent in 1612. The authors contend that in a context of vulnerable property rights, this development would have been impossible.[11] VOC share trading is not the focus of this chapter; property rights in the context of colonial imports is the topic under discussion. Here, the companies, the VOC and the WIC, were the ones whose extractive tendencies were reigned in as merchants and merchants' heirs used the court to assert their rights of ownership over goods or the proceeds from the sale of goods. While in their charter areas the companies were both ruler and judge, to a greater or lesser extent in different places, in the Republic they submitted to the court's pronouncements. In cases regarding property rights related to buying and selling, seizing and profiting from colonial goods, the High Court secured the rights of individual merchants and heirs, against company predation.

In this chapter I focus on the wholesale market, that is, the sales by contract, or auction, from the chambers of the VOC and WIC. The retail market is not addressed, but admittedly, is a topic that requires further research. As Jaap van der Veen has pointed out, so little research has been directed to the shops in Amsterdam where buyers, including foreigners, could peruse and purchase exotic goods and curiosities imported from Asia by the VOC and its employees.[12] At least some of the goods for sale in the Warmoesstraat and Pijlsteeg where the shops were concentrated, had their origins in illegal private trade by company employees, which trade is addressed in Chapter 3.[13] The conflicts that arose from retail of colonial imports would not have included the companies' directors as litigants and so are beyond the scope of this study.[14]

Like the wage cases and share cases of the preceding chapters, the cases in this chapter were brought against chamber directors. This should not be a surprise considering that, in the federalised structure of the two companies, the sale of return goods was organised at chamber level. As in the previous cases in which the directors of a specific chamber were sued, the limited liability set out in the founding charters protected their personal assets.[15] The chamber directors were not referred to individually by name; the directors of a chamber as a collective were named as the party. In this way the directors represented the chamber in legal proceedings.

The property rights disputes which follow progressed through the legal system in interesting ways. Firstly, cases which were heard in the Insolvency Chamber in Middelburg were appealed first in the city court there, of which the Insolvency Chamber was a subsidiary court, and then directly in the High Court. This happened in both cases

[11] Dari-Mattiacci et al., "Corporate Form," 195-197, 211.
[12] Jaap van der Veen, "East Indies shops in Amsterdam," in *Asia in Amsterdam: The culture of luxury in the Golden Age*, ed. Karina H. Corrigan, et al. (New Haven and London: Yale University Press, 2015), 137-138.
[13] Ibid., 137-139.
[14] There are examples of conflicts between merchants over goods which had been purchased from the companies, but such conflicts were one step removed from sales by the company chambers themselves. See for instance the case which revolved around imported coffee which had been bought from the VOC chamber Amsterdam in 1748.NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *848* (1757), Geextendeerde sententie, scans 85-106. The litigants were merchants Garisson and Ruijsch.
[15] VOC charter 1602 article 42 in Witteveen, *Een onderneming*, 96. WIC charter 1621 article 36 in Laet, *Iaerlijck Verhael*, 19. One cannot help but notice the similar wording in these two articles.

related to the same estate. It was the VOC which bypassed the Provincial Court when appealing the verdict of the city court. The WIC did the same in a case which had also started in Middelburg. The company directors appealed the city court's verdict in the High Court. But as the final case in the chapter shows, it was not only the companies which bypassed the Court of Holland against the principle of *omisso medio*; foreign merchants who sued the WIC did also, at least in one case. It was perhaps their foreignness which allowed them to do this, considering that the High Court was accessible to foreign merchants in first instance. How cases made their way to the High Court, and how the court sentenced property rights disputes, will be addressed in the rest of the chapter.

The first section of this chapter provides an overview of the market for colonial imports in the Republic as envisioned in the founding charters of the VOC and WIC. The VOC's charter set out the relationship between the company's five chambers but did not include detailed instructions regarding buyers and modes of sale. In response to VOC shareholders' protests, in part at least against the way that the company's directors were dominating the market for return goods, the WIC's charter prohibited directors from buying up goods shipped from within that company's charter area. That regulation did not, however, last very long.

The rest of the chapter is devoted to addressing the issue of property rights, and how merchants, shipowners, and heirs took the VOC and WIC to court in attempts to protect their perceived rights. Importantly, the litigants encompassed subjects of the States General as well as foreigners. Certainly, the cases they pursued to the High Court touched on a multiplicity of issues; I have chosen to draw out the matter of property rights in conflicts which were related to the sale or purchase of goods from the chambers of the two companies. The cases deal with three different points at which property rights were perceived to be under threat – in the acquisition of goods; the claims to property in bankruptcies; and transacting goods. I have grouped the cases which follow accordingly. The consistency of High Court sentences in protecting property rights shows that the seventeenth century was a period over the course of which there was more and more clarity regarding 'the rules of the game'.

The charters, chambers and modes of sale

This section answers two basic questions regarding the market in the Republic for goods imported by the Dutch East and West India Companies. Firstly, who was allowed to buy return goods? And how were the goods sold? These questions are answered based on the founding charters of the two companies and it will be shown that as regards the purchasers, there was a fundamental difference between the two companies in the configuration of the relationship between directors and the home market. Explanations will be given for this difference at the inception of the WIC and some consequences of it will be suggested.

VOC

The VOC's founding charter dealt very little with the home market. The company's charter granted it no special privileges or control over the market for goods in the Republic. In fact, how the company should go about selling the return cargoes was not detailed in the charter. More of a concern in the charter was establishing the way the chambers would deal with each other, to ensure an even distribution of products. Thus Article 13 stated that should one chamber receive spices or other goods of which other chambers had none, the chamber should fulfil the others' requests for goods as far as possible, and then send more goods if the chambers sold out of the products in question.[16] This indicates that each chamber was responsible for the sale of return cargo received, and could act independently of the other chambers in this regard. The charter did not, however, deal with how the goods each chamber received should be sold nor did it address the pertinent matter of who could purchase goods from the company.

Price and manner of sale must have been discussed in the meetings of the Gentlemen Seventeen, as a secret resolution which accompanied the 1602 charter indicates. In spite of the provision which Article 13 made for an even distribution of goods between the chambers, the secret resolution set out a different relationship between the chambers of Amsterdam and Enkhuizen. The directors of the Enkhuizen chamber would allow their spices and goods to be sent to the directors of the Amsterdam Chamber "in order to be sold by the same in whatever manner and for whatever price had been set by the Gentlemen Seventeen." The proceeds of the sale would then be given to the Enkhuizen directors.[17] Firstly, this may well have led to market concentration in Amsterdam, especially considering that other chambers in Holland may have followed this practice. Secondly, the statement reveals that it was the Gentlemen Seventeen who set the price of goods in the Republic. Price was not determined by the market; company directors set the prices of return goods. Despite the charter's silence on the matter, this statement points to chamber-wide policies in pricing.

The absence of any regulation regarding who could purchase goods from the company is the most important element of the founding charter of the VOC as regards the market for colonial imports in the Republic. The protests that arose from shareholders in response to directors dominating the market (discussed in Chapter 5) resulted in a different approach in the WIC's 1621 charter.

[16] Article 13 (1602) in Witteveen, *Een onderneming*, 89.

[17] Original: "*om by denselven vercocht te werdden op alsulcken voet ende tot alsulcken prijs, als by het collegie van de Seventiene... sal werdden genomen*." Japikse and Rijperman, *Resolutiën*, XII:297-298 (quote 297). That chambers sold off goods on behalf of other chambers also took place in the eighteenth-century. Middelburg auction records show that the Chamber Zeeland sometimes sold goods for the Chambers Amsterdam, Hoorn and Enkhuizen. A possible explanation for this was safety and security of goods during times of conflict – rather than transporting goods to another chamber, they were sold where they arrived for convenience. Fatah-Black and Windt, "De architecten," 6.

WIC

In contrast to the VOC's charter, the WIC's founding charter of 1621 categorically excluded directors from purchasing any of the goods brought back to the Republic. It stated: "neither shall the Directors purchase, or have purchased [on their behalf], any merchandise or goods from the Company, directly or indirectly, having no portion or part therein."[18] Following the statement was the punishment set out for directors found in contravention of the article: one year's worth of the director's commission (*provisie*) would be confiscated and given to the poor and in addition, the recalcitrant director had to vacate his position.[19] Considering the timing, this must have been a reaction to the protests by VOC shareholders at the time.

The exclusion of WIC directors from the purchase of return cargoes may have been a contributing factor to the difficulties which the WIC faced in establishing the scope of its charter and attracting sufficient investment. It essentially forced a choice between profiting from Atlantic trade as a company director or as an individual involved in the home market, a choice which those who invested in the VOC were not forced to make.

Two years after the chartering of the WIC company directors' involvement in the market for return goods was reconfigured, in an agreement signed between the WIC directors and major shareholders (*hoofdparticipanten*) in June 1623, and approved by the States General. The fourth point of the agreement referred to charter Article 31, specifying that the directors would be subject to the prohibition against buying and selling for the period of two years.[20] No explanation was given in the document for limiting the period of the prohibition. But we can surmise that pressure from directors to allow them access to the market for company imports and/or making the position of director more attractive to potential investors was likely part of it.

Modes of sale

Neither the VOC nor the WIC founding charters set out regulations regarding the mode of sale which the chambers should employ in the Republic. Auctions have come to dominate the view of how the companies sold the goods which were shipped to the Republic. Sale by contract was prevalent in the first decades of the VOC's existence but was eschewed in favour of sale by fixed price and at auction. The preferred mode of sale differed in certain periods and for products with different longevity, always with an eye on keeping prices in the Republic high. Comparatively little research has focussed on the WIC sales, which used fixed price and chamber auctions as the modes of sale. Over time, more and more of the goods sold off by the company were in fact goods belonging to private merchants who operated under contracts and paid recognition fees to the company, as well as the prize taken by company cruisers and privateers in the charter area.

In the early seventeenth century chambers of the VOC sold whole consignments of spices to merchant consortia on the basis of contracts. Glamann has analysed the

[18] Article 31 (1621) in Laet, *Iaerlijck Verhael*, I:18.
[19] Article 31 (1621) in ibid. On the commission to which the directors were entitled, see articles 28 and 29.
[20] *Accoord tusschen de bewinthebberen ende hooftparticipanten* in ibid., I:28.

contracts to show that the pool of merchants purchasing spices of various kinds was very small, and different constellations of the same men were involved in numerous contracts. Glamann argues that in the early years of the seventeenth century a number of 'great buyers' of company merchandise dominated the purchase of imports. In 1620, Elias Trip, Gerrit van Schoonhoven, Jeronimus de Haze and Philip Calandrini bought up the entire pepper stocks of the Company. In 1621, Trip and Calandrini purchased the pepper arriving in the Republic on two of the company's ships. In 1622, the entire stock of pepper was purchased by Gerrit Dircksz Raedt, Cornelis van Campen, Hans Broers and company. The VOC agreed not to offer pepper for sale for one year as part of the terms of the agreement.[21] This was not specific to pepper – consortia purchased the company's stock of mace in certain years, and of nutmeg. What is very clear in Glamann's recounting of the sales is that the same pool of buyers, formed in different partnerships, bought up not only pepper but also the other spices. These men, some of whom were simultaneously chamber directors, had diverse trading portfolios: Elias Trip was a director in the chamber Amsterdam from 1614-1636, he was involved in the directorship of the Levant trade, and, with Louis de Geer, was involved in trading iron, arms and ammunition to and from Sweden; Gerrit van Schoonhoven was a director of the Zeeland chamber at the company's founding in 1602; the de Haze family was involved in trade to Spain, Italy and the Levant, and later in the 1600s became directors in the VOC; the Bicker family was active in trade to the White Sea, and held seats as directors in the VOC and WIC.[22] On the basis of numerous contracts for pepper, other spices, as well as textiles of various kinds, Glamann concludes that sale by contract was the dominant form of sale in the period up to the 1630s.[23]

The contracts which the Gentlemen Seventeen drew up with the consortia, or "syndicates" as Glamann calls them, were far-reaching. He indicates that not only could a contract cover all the stocks the company had, and that meant across the chambers, but the same contract could include all the imports within the coming specified period of time. One such contract for pepper in 1623 included all the chambers' stocks as well as all imports in the following seven months. This likely covered one fleet, taking into account the contingencies of the fleet being separated at sea and thus ships arriving at different times. Furthermore, for two years the company itself would not offer any pepper for sale. The sale amounted to approximately *f*4 million.[24]

The sale of return goods was the cause of much strife within the VOC in the early seventeenth century, as dicussed in Chapter 5. Shareholders made their discontent known, over two overlapping issues: firstly, the involvement of company directors; secondly, the small pool of Amsterdam merchants who benefitted from the contracts. The first issue, the involvement of directors in the purchase of return goods, was one of the core points of conflict between investors and directors in the period leading up to the expiration of the first charter in the early 1620s. Directors, the shareholders lamented,

[21] Glamann, *Dutch-Asiatic Trade*, 30-31.
[22] Data Vidi. Ibid., 34.
[23] Ibid., 33.
[24] Ibid. Thanks to Cátia Antunes for pointing out the detail about the separation of the return fleet.

abused their positions of power. But shareholder protests died down, seemingly as a result of more regular dividend payments.[25] Company directors continued to buy up commodities. During the 1620s, the Gentlemen Seventeen sold spices and silk by contract to consortia which comprised mainly Amsterdam merchants, some of whom were simultaneously company directors, or relatives of directors. This caused major ructions within the company – tensions between Amsterdam and Zeeland came to a head in 1629 when the Zeeland Chamber representatives in the Gentlemen Seventeen announced that they, following the orders of the States of Zeeland, would not deliver pepper which had already been sold by the Seventeen. Their refusal was based on the dominance of a small group of Amsterdam merchants who were not only company directors themselves, but also in the Gentlemen Seventeen. The Zeeland Chamber balked at the way that this small circle of Amsterdam directors controlled the market. In the way they operated, the Amsterdam merchant-directors were curtailing the independence of the Zeeland Chamber on the one hand, and on the other hand, the Amsterdammers were circumscribing the opportunities for other merchants – and the Zeeland chamber would probably have had Zeeland merchants' interests at the top of their list – to profit from the trade in pepper. The Zeelanders took the matter to the States General to adjudicate. The States General upheld the sales contracts which had already been concluded by the Seventeen but, surely in an acknowledgement of the Zeelanders' concerns, also took the "fundamental decision" that no directors who were part of the Gentlemen Seventeen would in future be allowed to purchase commodities or have commodities purchased for them, by contract. It is important to note that this did not cover the directors of chambers, only the Gentlemen Seventeen. For Zeeland this did not go far enough: Zeelanders tried to bar all directors from purchases, but did not succeed. Kristof Glamann states: "Neither the States General nor the Heeren XVII would shake the private *bewindhebbers*' access to buying the commodities whether by contract or otherwise."[26]

Problems including speculation in spices persisted during the 1630s, prompting a plea from the Gentlemen Seventeen that the chambers conduct sales as homogeneously as possible and report back to the Gentlemen Seventeen confirming the chambers' adherence to general terms of sale as well as provide information on "inferior debtors".[27] It may be these 'terms of sale' to which Pieter van Dam referred in his account of the company's history. According to the criteria it was required that should an agent purchase goods on behalf of his principal, he declare the name of his principal and that no-one, whether principal or agent, was allowed to purchase goods from the company and pay for these with sums which the company owed to the individual, whether shares, or debts. No-one was allowed to purchase goods from the company if he still had outstanding debts or an account with the company that was open.[28] These regulations should have resulted in

[25] Heijer, *De geoctrooieerde compagnie*, 81-84; Gaastra, *The Dutch East India Company*, 34-35.
[26] Glamann, *Dutch-Asiatic Trade*, 35-37, quote 37.
[27] Ibid., 38.
[28] Other conditions of sale were specified: amongst others, payment in cash within a specified time period, a period of discount, interest rate, necessity of guarantor, delivery and collection. Dam, *Beschrijvinge*, I.ii:295-297. It is not clear when exactly this regulation was introduced.

more transparency in the market and consequently, should have made it easier to enforce regulations that excluded the Gentlemen Seventeen from purchasing goods. In addition, the regulations regarding terms of sale shielded the chambers from commercial risk. The first court case of this chapter deals with a purchase of spices in which exactly these issues were at stake. The original purchase dated to 1626 and the dispute was sentenced in 1634, making it quite possible that it was one of the conflicts which contributed to the introduction of the regulations which van Dam detailed.

By the end of the 1630s, how commodities were sold in the Republic and to whom had been a point of conflict within the company for decades. It came to the attention of the Gentlemen Seventeen that the company had been defrauded by merchants who had purchased the whole stock of a particular good under the pretence of being different people, this was in spite of the regulation that agents had to declare the name of their principals when making purchases from the company. According to Kristof Glamann, the consequence was a change in sale strategy: instead of by contract, the chambers would sell goods to the highest bidder at auction or at a fixed price. Glamann sets the date for the beginning of public auctions at 1642.[29] The dispute between the Amsterdam auctioneers and the Amsterdam chamber indicates that auctions in fact began before this date. The remuneration dispute, discussed in Chapter 5, had its roots in the 1630s.

Which mode of sale was employed depended on a number of factors. One of these was the nature of the commodity. Els Jacobs makes the point that goods that perished easily and quickly could not be stockpiled and so were more likely to be sold at auction. An example of this was cinnamon. A second factor was the level of stock in company warehouses in the Republic. Chambers auctioned off cloves in periods when stocks in the Republic were low but when the chambers had higher levels of stock, some direct sales of the spice were concluded by the chambers.[30] Els Jacobs recounts how the auctions held by each chamber were organised:

> The sales became public as of 1642 and also acquired an international character. Buyers were allowed to sample the products in the warehouses a week before the auction. Brokers inspected the wares and recorded their judgments on quality in small printed books with lot numbers. The VOC distributed an extensive catalogue of 150 to 200 pages containing specific information on quality, measurements and patterns of the Indian textiles. The sales began at 9 a.m., led by an auctioneer, and were held in the presence of several directors, the secretary of the city and a few clerks. As a rule, thirty to forty brokers and important merchants gathered in the auction hall of the East India House.[31]

In general, the preferred means of selling spices in the Republic was at fixed prices from the chamber warehouses. According to Jacobs, "unlimited and direct sale from company warehouses at fixed prices prevented speculation and price jacking in the Dutch Republic.

[29] Glamann, *Dutch-Asiatic Trade*, 38.
[30] Jacobs, *Merchant in Asia*, 18-20, 52.
[31] Jacobs, *In Pursuit*, 93-94.

Regulation of the supply to the European market guaranteed stable, high profits."[32] But regulating the supply of spices and other colonial goods was no simple task. There were at least three factors that made it difficult for the company to control supply to Europe. Firstly, the VOC administrators in Asia struggled to control production levels of some spices, even those like cloves over which the company had a monopoly. When they did control production, the company could set the price at which it procured the spice in Asia. Profit margins on such goods, Glamann points out, were determined more by supply and demand fluctuations in Europe than changing costs of production.[33] Secondly, Europe was not the only market on which the company sold spices. The VOC sold spices in Asia too. The Gentlemen Seventeen tried to set the price in Asia to balance company interests – to keep the price high enough to profit but low enough to discourage illegal private trade and smuggling. A product like pepper, over which the company never achieved a monopoly, was sold in Asia to cover company expenses there, which Els Jacobs says meant that the quantity arriving in the Republic each year was a surprise to the directors.[34] Finally, from the point of view of the directors in the Republic, the time lag between ordering goods for sale in Europe and actually receiving the goods – which could total about two years – posed another challenge to smooth out market fluctuations.[35]

The VOC's strategy was not as simple as selling perishable goods at auction and non-perishable goods by direct sale from chamber warehouses. Non-perishables such as textiles were also sold at auction.[36] One explanation for the sale of porcelain in this way may be that it was sold on behalf of private merchants who paid the company freight, and thus was not in fact a company import. That this recognition trade was allowed at all was likely the consequence of the fact that, as Els Jacobs states, the trade in porcelain was not very profitable for the company.[37] Ownership of the goods, and the fact that they were sold at auction, was under discussion in the court case in the preceding chapter between the Amsterdam auctioneers and the VOC Chamber Amsterdam. The remuneration dispute was precipitated by the growing recognition trade and consequent increase in work for Amsterdam auctioneers (Chapter 5).

How the WIC went about selling the goods that were brought back from the Atlantic is not a matter which has received any attention in scholarship. It is quite plausible that the WIC learnt from the VOC's experience and as such, held public auctions from an early date. Article 32 of the WIC's founding charter dealt with the way in which chamber directors should announce the sale of return cargoes but not the way in which the sale had to be conducted. It stated:

[32] Jacobs, *Merchant in Asia*, 36.
[33] Glamann, *Dutch-Asiatic Trade*, 93.
[34] Jacobs, *Merchant in Asia*, 20, 73.
[35] Glamann, *Dutch-Asiatic Trade*, 25-26.
[36] Fatah-Black and de Windt note that while spices were generally sold at the spring auction, textiles were auctioned in the autumn. Fatah-Black and Windt, "De architecten," 7.
[37] Jacobs, *Merchant in Asia*, 189.

> The Directors shall be required to notify [the public] by putting up posters as often as they receive wares and merchandise so that everyone may have timely knowledge thereof before proceeding to actual sale.[38]

This is a clear indication that the sales were public, and that the company made an effort to reach potential buyers in advance of the sales. Whether or not the WIC sold whole lots or shiploads of specific goods to consortia as the VOC was doing during the seventeenth and eighteenth centuries, is uncertain. During the 1620s and 1630s sale by contract was causing ructions in the VOC as recounted above. Whether or not the practice was avoided entirely by the WIC – learning from the VOC's conflicts – is a possibility considering that the WIC was already holding auctions in the 1630s.

It is likely that the explanation for which modes of sale were employed by the companies in different periods can be found in four interconnected factors. Firstly, the nature of the goods impacted whether or not they could be stockpiled in company warehouses in the Republic. The second factor was whether or not the company monopolised trade in that particular product. Thirdly, who owned the goods – were they company goods, recognition goods or prize? – played a role in how they were sold. Finally, market conditions in Europe had a bearing on mode of sale, specifically how the companies could generate the most profit. Together, these factors influenced how different goods were sold in different periods.

Kristof Glamann's research has shown that in the early seventeenth century the market for VOC colonial imports was dominated by a small pool of merchants. According to Glamann, in the eighteenth century merchants specialized in specific products, and there was "no immediate connexion between the great buyers and the Directors of the Company, the Heeren XVII."[39] While he indicates that the situation was more diffuse than it had been in the seventeenth century, recent research on the eighteenth-century Middelburg auctions shows a number of continuities. In particular, Karwan Fatah-Black and Mike de Windt have found that the market for colonial imports continued to be dominated by a small pool of merchants, the great buyers, and these men succeeded in dominating the market over half a century at least, through family succession. To what extent these great buyers managed to direct the VOC's policy, or even that of the Republic, remains an avenue for future research.[40]

The charters which were granted to the Dutch East and West India Companies addressed the sale for return goods in the Republic only perfunctorily. This indicates that the choices of how to sell goods and to whom, were left up to the companies themselves, and likely devolved to the level of the chambers. The sale of company goods precipitated conflicts which involved the chamber directors as litigants. In some of the cases they appear as the purchasers of goods themselves. It is to disputes over property rights,

[38] Original: "*De Bewinthebberen sullen gehouden wesen by affixie van billetten te notificeren soo dickwils sy eenige waeren ende coopmanschappen van nyeuws hebben ontfangen, ten eynde een yeder daervan tydelyck kennisse mach hebben, aleer tot eyndelycke vercoopinge sal werden geprocedeert*." Article 32 (1621) in Laet, *Iaerlijck Verhael*, I:18.

[39] Glamann, *Dutch-Asiatic Trade*, 30.

[40] Fatah-Black and Windt, "De architecten," 2, 10.

precipitated in some way by the sale of goods by VOC and WIC chambers, to which we now turn.

VOC Chamber Sales

An issue which was peculiar to the VOC was the problem of merchants buying up all the company stock and then profiting from the resale, instead of the company realising the profits of its monopoly. As Els Jacobs states, "[t]he Company did not sell the products on the open market thus the merchants profited from the monopoly of the VOC."[41] A case from the 1620s between the Dutch East India Company and the merchants Jan and Matthias van Erpicum highlights the company's concern with losing out to private merchants.[42]

The conflict arose during the 1620s, a period during which the company was still selling its commodities on contract. The court's sentence recounts how spices were purchased from the chambers of the VOC during the period of sale by contract in an astonishing level of detail. Furthermore, this case reveals the VOC's concern with who profited from the company's monopoly. In this regard, the tensions between Amsterdam and Zeeland will be highlighted as the rivals within the company took action in the matter. Each of these issues will be considered here, as will the splinter cases which came out of the conflict over purchasing spices.

During 1626, there were three purchases of spices made from the VOC chamber Delft which were inextricably linked in the legal proceedings between the VOC and the van Erpicums and their associate Jan de Vogel. The first purchase was made on 16 February 1626 by the van Erpicum's representative, Jan Adriaenssen Verburch (or van der Burch). He purchased thirteen bales (*balen*) of pepper weighing 4401 pounds at 26 *grooten* per pound, valued at *f*2,832:1. He paid for the pepper with a bill (*assignatie*) in Jan van Erpicum's name. Non-payment resulted in legal proceedings in Amsterdam – between Jan van Erpicum, Amsterdam merchant, and the VOC chamber Amsterdam which had received the bill from the Delft chamber – as well as in Delft – VOC chamber Delft against the agent Verburch over the same issue of non-payment.[43] Why the van Erpicum merchants refused to fulfil the bill used by their agent is not discussed in the case. One possibility, is that it was a delay tactic which they hoped would gain them enough time to sell the pepper before they actually had to pay for it.

The second purchase was a quantity of cloves. Cornelis Jansz Hartigsvelt bought cloves from the VOC Chamber Delft and sent them to Amsterdam.[44] Jan van Erpicum interfered with the delivery. When the cloves arrived in Amsterdam, Jan van Erpicum had

[41] Jacobs, *In Pursuit*, 93.

[42] It is unclear why the merchants themselves were not named as the claimants in the High Court records. Rather, the claimants were the *regenten van de huijsarmen ende aelmoesseniers tot Amsterdam* who, with Jan de Vogel, merchant in Amsterdam, had intervened for Jan Adriaenssen Verburch.

[43] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententie, scans 90-1.

[44] Hartigsvelt became a director in the Rotterdam chamber of the VOC in 1639 and held the position until 1641. Data VIDI.

them seized at the quay, on the grounds of his ongoing dispute with the VOC. What exactly he hoped to achieve by seizing the cloves someone else had purchased was not made explicit. The consequence of van Erpicum's actions was legal proceedings against him, that is Hartigsvelt sued van Erpicum in Amsterdam. The court ruled against van Erpicum's seizure of the cloves but van Erpicum was granted permission to appeal the decision in the Court of Holland. Van Erpicum's actions meant that the two purchases from Delft became intertwined. However, there is no specific indication in the High Court's sentence of any connection between the two transactions except that van Erpicum had the cloves seized because of his dispute with the Company.[45] How exactly he intended to pressure the company by meddling in the Chamber Delft's transaction with Hartigsvelt is unclear.

The third purchase was also cloves. Hendrik van Aecken made the purchase at the Delft Chamber. The way the sentence recounts the transaction provides a unique glimpse of how the spice purchases unfolded. Van Aecken arrived in Delft on 7 November 1626 and visited the chamber's accountant (*boekhouder*). The accountant then took him to one of the directors of the chamber whom he informed of his intention to purchase cloves. The director, who was not named but was most likely Gerardo Cornelisz Briell van Welhouck, told him that he could attend the directors' meeting the following Monday at 3pm, that is 11 November 1626. On Monday afternoon van Aecken was announced by the chamber's servant and called into the meeting of the chamber directors. He was asked how many *quartelen* he wished to purchase, to which he reportedly responded that he wished to purchase all the cloves that the company had. When it was announced that there were 100 *quartelen* on offer van Aecken agreed to buy it all! This was likely not a surprise to the directors in a period in which the company was selling spices on contract to merchants who bought up vast quantities, shiploads or even the whole stock as discussed earlier. Despite the quantities of cloves discussed, the chamber only sold him nine or ten *quartelen* (either the stocks were not as high as the directors had said or they were unwilling to sell it all). Van Aecken purchased the cloves in the name of his 'masters', which purchase was recorded in the chamber's books and signed by Hendrik van Aecken himself. All that remained was the delivery of the ground cloves as per the signed contract. But the Delft chamber refused – they remained unwilling to deliver the spices to the purchasers.[46]

The Delft chamber became aware that the purchasers, van Aecken and his principals – Jan and Mattheus van Erpicum and Jan de Vogel in Amsterdam – could profit greatly from the resale of cloves which they had purchased from the company. It was allegedly for this very reason that the Delft chamber refused to deliver the cloves which it had sold. They did not deliver the ground cloves "because they noticed that considerable profit remained for the buyers."[47] That private merchants were profiting from the monopoly of the company through the resale of Asian imports had been a concern for the company for a number of years already, as discussed above.

[45] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententie, scans 91-2.
[46] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententie, scan 91.
[47] Original: "*overmits zij bemerckten datter merckelijck proffijt aende voors. coopers was gebleuen.*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententie, scan 91.

It is possible that there was another motive behind the refusal to deliver the cloves – the VOC chambers used the opportunity to show that they would not tolerate merchants buying spices but not paying for them. That is, the VOC used the cloves purchased later in 1626 to pressure the merchants to pay for the pepper that Verburch purchased in February of that year, but had not paid for because the bill was refused. In this way, the company may have made an example of the van Erpicum brothers to demonstrate the company's unwillingness to sell on consignment.

The sale of spices to the merchants van Erpicum *et al* was not only a concern of the Delft chamber. It involved the Amsterdam chamber too. The Amsterdam chamber's first involvement was to collect the payment due for the first purchase – pepper bought by Jan Adriaenssen Verburch in February 1626. The bill with which Verburch paid was sent to the Amsterdam chamber, but when they had no success in eliciting the funds from Jan van Erpicum they returned the bill to Delft.[48] It is possible that cooperation of this nature was common between the chambers for reasons of convenience. Amsterdam's role in the third purchase – van Aecken purchased cloves in late 1626 – is perhaps most interesting as it links to the issue of who profited from the sale of company imports.

The court documents reveal that the Amsterdam Chamber had prohibited the sale of cloves. Unfortunately, the details of the prohibition were not given in the court's sentence but it is quite possible that sale by contract was behind it. As mentioned earlier, in at least some of the contracts of sale for the entire stock of a particular commodity, the Gentlemen Seventeen agreed not to offer any of that product on the market for a specified period.[49] A contract concluded by the Seventeen in Amsterdam may have been the reason behind the prohibition. The court's ruling briefly discussed whether or not the purchasers knew of the prohibition when they made the purchase – the underlying question in the judges' minds was likely whether or not the Amsterdam merchants were intentionally trying to circumvent an Amsterdam prohibition on purchasing cloves by approaching a different chamber via their agent. The court determined that the buyers did not have prior knowledge of the prohibition.[50]

What is clear from this case is that the chambers and the merchants involved took bold action – in terms of the purchases they made, seizing goods which were at the quay, and the legal proceedings in which they got involved – when the purchase and delivery of pepper and cloves did not go smoothly. The legal knots in which the men were tied and tried to tie each other are a defining feature of the story which the sentence of the court sets out. Various elements of the case are fruitful avenues to pursue to deepen the current understanding of the market for imported Asian goods in the Republic, in particular the struggle between Amsterdam and the 'peripheral' chambers, and the possibility that, already in this period, colonial goods were concentrated in the Amsterdam market by purchase and transport from other VOC chambers. But what is particularly relevant here, is the VOC's attempt to curtail access to the spice market in the Republic. In October 1634 – more than seven years after the initial purchase – the High Court partially overturned

[48] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634) Geextendeerde sententie, scans 90-1.
[49] Glamann, *Dutch-Asiatic Trade*, 33.
[50] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634), Geextendeerde sententie, scan 91.

the Provincial Court's sentence, ruling that the VOC Chamber Delft had to deliver the nine *quartelen* of ground cloves to the claimants, or, if the chamber could not do so, then the directors had to compensate the claimants and pay them damages and interest which resulted from the chamber's refusal to deliver the cloves. The bench added that the claimants had to pay the Chamber Delft the sum promised, which may refer to the price agreed for the initial purchase of pepper, or to the subsequent purchase of cloves. This sentence was pronounced on 10 October 1634.[51] That the company was sentenced to furnish the cloves or compensate the merchants the value of the products, meant that the Amsterdam merchants' property rights were protected.

Debt, bankruptcy and liability

In this section, two cases will be examined, one against the VOC and one against the WIC, which were brought by parties against the directors of a specific chamber. In both cases, the litigants sought a court ruling to maintain their property rights. As in the complex case between the Bartolottis and the VOC Chamber Hoorn which featured in Chapter 5, the two cases here involved debt to a chamber resulting from a purchase at company auction, followed by bankruptcy.

How bankruptcies were dealt with in the Dutch Republic during the early modern period has not received much attention in scholarship. In fact, this is not specific to research on the Dutch Republic: in the wake of the 2008 financial crisis, Emily Kadens wrote that "[d]espite the current and historical importance of bankruptcy, its pre-modern past has barely been investigated."[52] One of the key studies in the field is Julian Hoppit's research on bankruptcies in eighteenth-century England. He concluded that over the course of the century, as England was entering the Industrial Revolution, the level of bankruptcy increased in sectors which were expanding. This leads to a revision of the relationship between business success and growth and may yet encourage more research into business failure.[53] But when it comes to how bankrupts and bankruptcies were dealt with, Hoppit's study reveals little.

Regarding the treatment of bankrupts, Jeroen Puttevils has pointed out an important change which took place in sixteenth-century Antwerp. There, a shift occurred from the arrest of the debtor to the arrest of his goods.[54] This was a precursor to the change in attitudes to bankruptcy across Europe in the eighteenth century. In that period, moral understandings of bankruptcy gave way to economic ones.[55] Furthermore, in

[51] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *726* (1634), Geextendeerde sententie, scan 93.
[52] Emily Kadens, "The last bankrupt hanged: Balancing incentives in the development of bankruptcy law," *Duke Law Journal* 59, no. 7 (2010): 1235.
[53] Julian Hoppit, *Risk and Failure in English Business, 1700-1800* (Cambridge: Cambridge University Press, 1987), esp. 176.
[54] Puttevils, "See you in court! The role of the local and central courts as mercantile contract enforcers in sixteenth-century Antwerp," 29.
[55] Thomas Max Safley, ed. *The History of Bankruptcy: Economic, social and cultural implications in early modern Europe* (London and New York: Routledge, 2013). On attitudes to bankrupts and bankruptcy in England – the shift from dishonest to both dishonest and honest causes of failure – see Hoppit, *Risk and Failure*, Ch 2.

England, the 1706 Act of Anne, referred to as 4 & 5 Anne, was a turning point. That legislation introduced capital punishment into England to deal with bankrupts who did not honestly and exhaustively declare their assets. It must be emphasised that dishonesty following the bankruptcy – the intentional harming of the creditors' interests through concealment of assets, for instance – was the capital offence, not the business failure per se. In addition to the threat of punishment, 4 & 5 Anne also offered the hope of beginning again after insolvency - debt discharge was an incentive for bankrupts to cooperate in their own financial dissolution.[56]

Turning to the practicalities of administering bankruptcies, much remains unclear, in particular as regards preference among creditors. Equitable distribution of a bankrupt's assets among the creditors is one of the universal aims of bankruptcy law, according to Louis Levinthal.[57] In the Dutch Republic, bankruptcy cases were dealt with by the Insolvency Chamber, which, the cases which follow show, decided matters of preference in claims on an insolvent deceased estate. One of the fucntions of the commissioners of the Insolvency Chamber was deciding preference among claimants on insolvent estates, as the case involving Jan Maertens' heirs demonstrates.

There is very little clarity in scholarship on preference among creditors. According to Christiaan van Bochove and Heleen Kole, Amsterdam regulations required that tax arrears and registered debts were paid first, that is, they were preferential. The Insolvency Chamber's tax and curators' salaries were too. What was left was then divided among holders of secondary claims.[58] Bram Hoonhout's research has shown that debts to the WIC were prefential in cases of insolvency in the colonies of Essequibo and Demerara. But whose claims followed was not always clear. Suppliers of provisions for the plantations in the colonies believed that they were next in line to make claims, which assumption, Hoonhout indicates, was crucial in underpinning a complex web of debt.[59]

In the case which follows we meet the heirs of Jan Maertens who used the courts to try to maintain their right of preference in the bankruptcy, that is, their claim on Maertens' insolvent estate would have priority over creditors, specifically the VOC Chamber Zeeland. The second case was also rooted in Zeeland, but involved the WIC chamber there. The question that arose in the case between Laurens Verpoorten and the chamber directors was one of liability – were the chamber directors jointly liable for chamber debt resulting from a purchaser who did not pay for what he bought at auction? Examining the court's rulings in these two cases, both of which were pursued through local courts to the High Court, reveals the way in which groups sued to protect their perceived property rights when threatened by company actions.

[56] Kadens, "The last bankrupt hanged," 1261-1270.
[57] Louis E. Levinthal, "The Early History of Bankruptcy," *University of Pennsylvania Law Review* (1918): 225.
[58] Bochove and Kole, "Uncovering private credit markets," 53, 53 n. 40.
[59] Hoonhout, "The West Indian Web," 222-223.

Jan Maertens' heirs vs. VOC Chamber Zeeland

In 1694, Johannes Maertens purchased "a large quantity of spices and other wares and merchandise" from the VOC chamber Zeeland on the public auction held in November of that year.[60] His purchase greatly exceeded the value of *f*60,000.[61] At the time Maertens made the purchase he was a director in the chamber Zeeland, a position which he held from 1688 until his death in 1695.[62] It is clear from the case that Maertens passed away before he completed the payment for the goods he had purchased and received from the Company.[63]

As was required of a director, Maertens owned shares in the Chamber Zeeland. The nominal value of the shares was 1000 Flemish pounds, approximately *f*6,000. According to the VOC, the shares could be sold by the executors of the estate on condition that the proceeds be used to pay off a part of Maertens' debt to the chamber.[64] The executors did indeed sell the shares and transferred them into the new owner(s)'s name in accordance with company policy on transfer of ownership. The resulting sum – 4050 Flemish pounds or *f*24,300 – was deposited in the bank in Middelburg in the company's account and used to reduce Maertens' debt.[65] The practice of selling shares to make good on a shareholder's debt to a chamber was certainly not novel at this point in time. It was discussed at length in the sentence between the Bartolotti family and the Chamber Hoorn in the court's ruling in the 1650s, which featured in Chapter 5. The VOC seemed to have followed its normal practice in the situation of shareholder debt for spices.

However, a while after Maertens' death, representatives of one of his heirs, a woman named Anna Becx, summoned the chamber directors before the Commissioners of Insolvent Estates in Middelburg (*Commissarissen van de Desolate Boedels tot Middelburg*). The chamber directors lamented this course of action, contending that no one could claim any right to the shares nor to the monies resulting from the sale thereof, and pointing to the fact that the sum had already been deposited to reduce the debt. In spite of this, the guardians of Anna Becx chose to begin legal proceedings and later she was represented by her husband, Gijsbert van Hogendorp, who proceeded in Anna's stead (*nomine uxoris*). The claim was one of preference in bankruptcy – that is, Anna would receive her inheritance from the estate before the chamber could collect money owed it. The dispute arose over the sum of 867:5:1 Flemish pounds, or approximately *f*5,200.[66]

The Insolvency Chamber awarded preference (*preferentie*) to van Hogendorp, consequently relegating the claims made by others, including the VOC Chamber Zeeland. In addition, the Commissioners awarded van Hogendorp five per cent interest on the sum. The Commissioners decided this in July 1697.[67]

[60] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *794* (1702) Geextendeerde sententie, f. 94r.
[61] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *794* (1702) Geextendeerde sententie, f. 94r.
[62] Data VIDI
[63] The amount he still owed was left blank in the opening of the High Court's sentence.
[64] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *794* (1702) Geextendeerde sententie, f. 94v.
[65] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *794* (1702) Geextendeerde sententie, f. 94v.
[66] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *794* (1702) Geextendeerde sententie, ff. 93v-94v.
[67] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *794* (1702) Geextendeerde sententie, f. 96v.

The Chamber Zeeland appealed the award of preference before the city Aldermen in Middelburg, who decided the case in January 1699. Still considering themselves hard done by, the directors appealed the Aldermen's sentence. Bypassing the Provincial Court (*Hof van Holland*), the VOC Chamber Zeeland directors appealed the 1699 verdict in the High Court. The High Court passed its sentence on 8 April 1702, declaring that the chamber directors had not been aggrieved by the sentence of the Middelburg Burgomasters (20 January 1699). The Zeeland chamber was thus condemned to pay the fine for an appeal which was not well-grounded (*boete van fol appel*) plus the costs of the legal proceedings.[68] The three legal institutions protected the priority of inheritance over the VOC as a creditor of Maertens' insolvent estate.

The High Court passed a sentence a year later on the same matter. However, the named parties were different. The 1703 sentence names the opponents of the VOC Chamber Zeeland as the two guardians of Maertens' orphan, Clara Maertens. The guardians were Abraham van der Beecke and Paulus Securius. In addition, the sum of money mentioned in the opening of the case was vastly different – instead of approximately 870 Flemish pounds the amount specified was 2,123:6:2 Flemish pounds, in the order of *f*12,700. According to the sentence, the case followed the same trajectory: from the Insolvency Chamber in Middelburg via the Aldermen of the same city, to the High Court where the chamber appealed the Aldermen's verdict.[69] In the High Court, the judges decided that the VOC Chamber Zeeland had not been aggrieved by the sentence of the Middelburg court, which was pronounced on 28 July 1703.[70] This was the same conclusion to which they had come in the case between the chamber and van Hogendorp the previous year.

In both cases which were brought by the representatives of Maertens' heirs against the Chamber Zeeland, the courts at all levels protected the rights of the heirs to receive their portion before the chamber could claim partial repayment of the debt Maertens owed for spices purchased in 1694. The chamber directors would surely not have appealed the Commissioners of Insolvent Estates' award of preference to their heirs before the Aldermen and again in the High Court if they did not believe that there were some grounds for their arguments. But the company practice of seizing shareholder's shares to make good their debts did not stand up in court against the priority of heirs. The High Court upheld the lower court's ruling that heirs receive their portions before the company was paid out.

WIC Chamber Zeeland vs. Laurens Verpoorten

Laurens Willems Verpoorten and his son featured in Chapter 2 as contract holders to conduct trade in the area of the WIC's charter. They were traders of human cargo, which trade they conducted both legally and illegally. The contracts for recognition trade were

[68] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *794* (1702) Geextendeerde sententie, f. 106r.
[69] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *795* (1703) Geextendeerde sententie, scan 87, f. 85v-86r.
[70] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *908* (1703) Register der dictums...geresolveerd, scan 145.

the focus of their conflict with the company in Chapter 2; relevant to the sale of commodities in the Republic is the dispute between Laurens Verpoorten and the WIC over sugar brought back to the Republic as "good prize" and sold by the Zeeland Chamber in 1660.[71] More significant than the sum at stake was the question of the extent of chamber directors' liability.

Laurens Willems Verpoorten was the bookkeeper and part owner of the ship *De Braecke*, which, together with the *Sinjoor*, took a ship named *De Vlaecke* prize in 1660. *De Vlaecke*'s cargo consisted at least in part, of sugar owned by Portuguese merchants.[72] At the request of the captain of *De Braecke*, Claes Raes, the WIC Chamber Zeeland sold the sugar at auction in September 1660.[73] The condition of the sale was that the proceeds would be deposited in the Middelburg exchange within fourteen days, and the payment would be signed by the chamber's accountant (*cassier*) in the presence of the commissioners of trade (*commissarisen over de negotie*). When the payment was settled, the sugar would be delivered, with no expectation that the sugar would be delivered before payment.[74] However, things proceeded differently due to the devious actions of one of the chamber directors.

Nicolaes Clement, "notwithstanding that he was a fellow director of the same company" purchased 24 chests of sugar at the auction.[75] He then set out to avoid the conditions of sale by deceiving the overseer of the chamber deliveries, Jan Abrahamsz. According to the chamber directors, Clement presented Abrahamsz with a note (*biljject*) instructing him to deliver the sugar to Cornelis Domburch, who was Clement's servant (*dienaar*). Clement had signed the written instructions – but no other directors had – and dated them 2 September 1660. According to the chamber, this was "all contrary to the aforementioned conditions, stipulated publicly, and read aloud", presumably in reference to the conditions of sale, but perhaps also indicating that the chambers had specific procedures for instructing warehouse workers on how and when to deliver goods sold by the company at auction. With his note, Clement succeeded in moving the sugar without having paid a cent.[76] Specifically, Clement instructed Abrahamsz to load nine chests of the sugar onto a vessel (*beurtschip*) bound for Antwerp, and to store the rest in a warehouse in Middelburg for which he had handed over the keys. Abrahamsz duly delivered the 15 chests of sugar to the warehouse, where the original numbers on the chests were erased and new numbers added.[77] The sugar could no longer be traced as the prize sold at the auction. The chamber accused Clement of using these "*malicious*" means to rob the

[71] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scans 59-64.
[72] The sentence does not specify if the ship was Portuguese, or if the ship was transporting goods on the account of Portuguese merchants. This important distinction between the 'nationality' of the ship and of the cargo resurfaces in the case of the *Eduard* later in this chapter.
[73] It is worth noting that Claes Raes was the captain of vessels owned by Laurens Verpoorten and equipped for trans-Atlantic slave trade which were dicussed in Chapter 2.
[74] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 60.
[75] Original: "*niet jegenstaende dat hij mede Bewinthebber van de selve comp[agni]e was*" NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 60.
[76] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scans 60-1, quote 60.
[77] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 61.

chamber of its sugar. Immediately after this, the chamber states, Nicolaes Clement went bankrupt.[78]

It seems that it was the bankruptcy which brought Clement's underhanded dealings to light. The chamber used all possible means of getting the sugar back, possibly including leaning on Abrahamsz as an informant.[79] But since nine of the chests had been shipped to Antwerp, the chamber only managed to reclaim the 15 chests which had been stored in Middelburg. Thus, from the company's point of view, Clement still owed 1,621:18:3 Flemish pounds (more than *f* 9,700). Part of that was owed to Verpoorten as the proceeds of the auction, but his portion, the chamber directors contended, had to be reclaimed from Clement's insolvent estate, not from the chamber. The directors were vehement that they, as Clement's fellow Zeeland directors, should not be held liable for his debt to Verpoorten *et al*. They argued their limited liability on the basis of the 1621 charter.

> [The sum] could not possibly be thought to be for the aforementioned West India Company's expense [because] the directors of the respective chambers were not liable nor vulnerable to lawsuits for evil deeds and abuses of their colleagues, in conformity with the 34th article of the charter granted to them by the High Mighty Gentlemen States General in date 3 June 1621.[80]

The chamber directors were quick to point out that Article 34 concerned the liability of the chamber directors for their accountants (*kassiers*) and bookkeepers, but not specifically for their fellow directors. The term used in the court records was vouch (*responderen*), the same verb used in the original charter.[81]

Dari-Mattiacci *et al* defined limited liability as that provision which "shields the owners' personal assets from company creditors".[82] The authors contend that limited liability, along with representation, entity shielding, capital lock-in and tradable shares are the features which together constitute the corporate form, and which imbue a company with legal personhood.[83] According to Dari-Mattiacci *et al*'s argument, limited liability was introduced after the second charter was issued, in late 1623 and with this final piece in place, the VOC had taken on the corporate form.[84] While this particular case

[78] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 61.
[79] The sentence details the original numbers of the chests, and the new numbers assigned to them which, taken together with the indication that the chamber had help in tracking down the sugar, may point to Abrahamsz as an informant.
[80] Original: "*met geen gedachten conde werden gebracht tot laste van de voorsz Westindische compagnie geconsidereert de bewinthebberen van de respective cameren niet gehouden veel min convenibel waren, voor de quade feijten, ende mesusen van hare confraters, in conformite van xxxiiii artijckel vant Octroij aen haer bij de Ho: Mog: heeren Staten Generaal in date den iii Junij 1621 verleent*." NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 61.
[81] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 61. Article 34 (1621) in Laet, *Iaerlijck Verhael*, 18.
[82] Dari-Mattiacci et al., "Corporate Form," 200.
[83] Ibid., 199-200. They also point out that limited liability is the "less essential" of the five features.
[84] Ibid., 213.

does not indicate whether or not the Zeeland directors' personal assets were at stake, it is the directors of the chamber who are the litigants, rather than a general reference to the chamber, or to the company. The dispute between the chamber directors and Verpoorten went to the heart of the obligations of the chamber directors when selling goods on behalf of a third party – to what extent were the directors liable for non-payment, complicated in this case by the fact that the debtor was both a chamber director himself, and bankrupt.

Verpoorten and his fellow shipowners were the ones who were out of pocket as a result of Clement's actions. They disputed the chamber's argument of limited liablity, likely during audiences with the directors. But then they summoned the chamber directors to the court of Middelburg where Verpoorten *et al* claimed the outstanding sum of 1608:13:9 Flemish pounds (over *f*9,600) plus six per cent interest.[85] That sum was calculated based on the total proceeds of the prize sold at auction, which amounted to 12,939:1:1 Flemish pounds (over *f*77,600), minus the chamber's costs and recognition fees (837:8:11 Flemish pounds; approximately *f*5,240). Further deductions were made for the goods Verpoorten and his fellow shipowners purchased at the auction (2,492:18:5 Flemish pounds). And finally, the chamber had paid Verpoorten *et al* 8,000 Flemish pounds in six separate payments. That left 1608:13:9 Flemish pounds outstanding from the auction sales.[86] On 12 July 1661 the Middelburg court passed their verdict: the WIC Chamber Zeeland was ordered to pay the owners of *De Braecke* the sum they claimed, but not the interest.[87]

The chamber directors were not at all happy with the outcome of the case and so appealed the Middelburg sentence. As in other legal disputes, the Chamber directors bypassed the Provincial Court and appealed the Middelburg verdict in the High Court, beginning on 2 August 1661. The chamber's claim was that the Middelburg sentence be overturned and instead, the claim made by the shipowners in the first instance be denied.[88] From Verpoorten and his associates' point of view, it was not the chamber which was aggrieved by the Middelburg sentence, but the claimants themselves considering that their interest claim had been denied. Their lawyer, Quirijn Gaeswijck, submitted *grieven a minima* to the High Court, that is, they claimed that the sentence of Middelburg be approved in so far as it was in their favour, and overturned in regards to the six per cent interest claim which was denied.[89] In this they were mostly successful: not only did the High Court uphold the Middelburg sentence by which the chamber was ordered to pay the shipowners the sum of 1608:13:9 Flemish pounds, but the judges also overturned the ruling on the interest payment. Verpoorten and his associates were awarded four per cent interest per annum, from the time litigation began. The High Court pronounced its sentence on 12 April 1673.[90]

[85] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 61.
[86] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 62-3.
[87] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 61.
[88] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 62.
[89] The official legal term for a partial appeal in this way was submission of *grieven a minima* which is defined in Kersteman, *Practisyns*, 45.
[90] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *765* (1673) Geextendeerde Sententie, scan 62.

While sugar was the sweet substance which soured the relationship between Verpoorten and his associates on the one hand, and the WIC Chamber Zeeland on the other, what was at stake for the chamber was far more than a few thousand guilders. The Middelburg and High Courts ruled on questions of liability of the chamber directors. While the chamber directors argued on the basis of Article 34 that it was limited to covering their accountants and bookkeepers, and not their fellow directors, in adjudicating Verpoorten's claim, the courts were clearly of another opinion. The judges, specifically Francois Fagel of the High Court, who reported on the case, referred to Articles 33 and 34 to underpin their verdict.[91] Charter Article 33 indicates that the directors had to secure "their administration" with sums of money in the company, that is, their investments in the chamber of which they were director. It was that sum which was a guarantee in case a director was not able to fulfil "that which had been entrusted to him in his administration."[92] This was interpreted by the High Court judges to be collective, not individual – that is, it was not Clement alone who was held financially responsible for the payment to Verpoorten *et al*, but the chamber directors collectively. Article 34, mentioned earlier, specified that the chamber directors were liable for their accountants and bookkeepers. The same provision in the VOC's charter was enforced by the court's verdict in the cases between van Hatting, Coninck and the VOC Chamber Zeeland discussed in Chapter 5. The Middelburg Court's sentence in 1661 and the High Court's verdict twelve years later held the chamber directors as a group responsible for the sum owed to Verpoorten *et al* for the Portuguese sugar which had been entrusted to the company to sell at auction.

In the cases between Jan Maertens' heirs and the VOC Chamber Zeeland and Laurens Verpoorten and the WIC Chamber Zeeland, the men involved in making purchases from the companies were chamber directors themselves. Both men went bankrupt before paying for their merchandise. In the VOC case, Maertens' debt was to the company, and following their normal procedure for dealing with shareholder debt, the chamber sold off his shares to make good in part the outstanding sum. However, the court ruled in favour of the heirs who claimed preference in the payment of their inheritance over company debt. In terms of liability, this can be interpreted as a ruling against the inheritability of debt – the heirs' portions were not prejudiced by Maertens' debt. In the case over the prize sugar sold by the WIC, the question of liability was at the forefront of the arguments made. The charter was used as the foundation of the arguments for both sides – that the chamber directors were liable for the sum owed to Verpoorten *et al*, and that they were not liable for the sum. The critical distinction to make in the case was whether the sum owed to Verpoorten after the sugar sale was in fact Clement's personal debt for the purchase, or the chamber's debt for having taken on the sugar to sell at

[91] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *655* (1673) Resoluties, scan 165. On Fagel's career see: http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/personen/3578 (accessed 2017-12-06).

[92] Original: "*tgene hem synder administratie aengaende, vertouwt waere*." Article 33 (1621) in Laet, *Iaerlijck Verhael*, 18. It was this same article which set out the provision for using shares in the chambers as collateral against the goods purchased from the chambers, which was analysed in VOC cases in Chapter 5.

auction. The judges did not allow the chamber directors to hide behind some idea of limited liabilty. The court ruled that Verpoorten did not have to make a claim against Clement's insolvent estate; rather the chamber directors together were liable for the debt to Verpoorten for the boxes of sugar.

Property rights, prize and seizure of goods

It was the same sweet luxury that was at the centre of property rights disputes between merchants, both subjects of the States General and foreigners, and the WIC. Goods brought back to the Republic by Atlantic traders – as private merchandise, or prize – and sold by the WIC were catalysts of conflicts that were pursued to the High Court where ownership of the goods, or the rights to the proceeds from sale, was adjudicated. Each of the three cases analysed here brings a different element of the same core problem to light, namely the problem of property rights. The first case considered whether or not the company's charter imbued it with the right to seize sugar which had already been sold in the Republic, but was suspected of being the boon of illegal trade. The 'good faith' of the buyer was central to the court's considerations. The second case dealt with alleged seizure at sea of gold and tusks which had been on board the Amsterdam vessel the *Witte Duijff.* Was the company entitled to sell the goods on the grounds of confiscation of illegal trade goods? Or had the gold and tusks been transported to the Republic as a favour to the stricken vessel? The legality of the *Witte Duijff*'s expedition was an important determinant in answering these questions. The final case brings to light issues of subjection in a prize case. The WIC got involved in the case at a late stage because its claim to recognition fees was under threat if the goods which had been sold at auction on behalf of private merchants were not in fact legitimate prize. Subjection in prize cases was a very important factor because the subjecthood of the merchants determined the 'nationality' of the goods.[93] I will argue that the court's rulings in these cases limited the predatory nature of the company over the goods of private merchants.

WIC Chamber Maze vs. Pieter Baelde

Pieter Baelde, merchant in Rotterdam, and the directors of the WIC Chamber there disputed rights over sugar which had been seized in Gouda. While the chamber directors alleged that it was the product of illegal trade, Baelde claimed that goods bought in good faith could not be seized by the company.

The Chamber directors alleged that Lucas Ostdorp breached Article 43 of the 1674 charter, renewed in 1700. Specifically, he sailed to the Guinea coast, where he traded in slaves and other goods and then sailed across the Atlantic. *De Vier Gebroeders* sold her

[93] Antunes and Roitman deal with the case of disputed property rights over sugar which involved subjection and citizenship of the Portuguese nation in Amsterdam. The authors conclude that they were able to defend their property rights, in part due to the clout that they and their associates wielded in economic and political circles. Antunes and Roitman, "A war of words," 25.

merchandise in the Americas, "in the district of the Company."[94] Other sources indicate that *De Vier Gebroeders* sold her human cargo at St. Eustatius, where Commander of the island Isaac Lamont tried to have the ship and crew arrested for illegal trade, but the fiscal and sergeant were reportedly so drunk that nothing could be done. As a result, *De Vier Gebroeders* continued her illicit activity.[95] The vessel's next stop was the island St. Thomas where she took in sugar and cotton which was shipped back to the Republic, arriving in Harlingen, Friesland.[96] The Chamber directors arrested the ship on 4 August 1702, most likely putting it under chains, but sugar had already been transhipped and was on its way to Vlissingen, allegedly addressed to Nicolaas van Hoorn. The lighters carrying the sugar were stopped at Gouda on 7 or 8 August. Pieter Baelde, recorded as a merchant in Rotterdam, opposed the seizure of the sugar on the grounds that he had already purchased it. He contended that he had bought the sugar in good faith (*bona fide*) without inquiring as to the legality of its provenance. Baelde claimed that he purchased the sugar on 30 July 1702 – which predated the initial arrest of the ship at Harlingen and the later arrest of the lighters at Gouda. Baelde and the Chamber directors came to an agreement before notaries on 13 August, by which it appears that Baelde redeemed the sugar for a ransom payment of *f*16,000 deposited in the Rotterdam exchange bank.[97] This likely meant that neither party had to concern itself with whether or not the sugar was getting spoilt while they disputed ownership over it. After disagreeing in the lower courts about which court should adjudicate who could draw the *f*16,000 from the bank, the parties were ordered to arbitration where they agreed to a first instance case in the High Court.[98]

In the High Court, Pieter Baelde's lawyer, referred to as *Procureur* Oulry, made two arguments in the case which were very significant, the first relating to the narrow question to adjudicate, and the second to Baelde's involvement in *De Vier Gebroeders*'s expedition. Firstly, Baelde's lawyer emphasised that the question to adjudicate was whether or not "permitted merchandise" purchased by a merchant could be seized under any pretext.[99] The judges reiterated this narrow focus on the good faith purchase in their resolution which accompanied the sentence. Judge Reinier Schaep was explicit about this point: the question of whether or not illegal trade had been committed against the company had to be left aside and the question at hand related only to whether or not a good faith buyer of goods of dubious provenance was subject to being summoned to

[94] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *797* (1705), Geextendeerde Sententie, scans 162-3, ff. 161r-v.
[95] Paesie, "Lorrendrayen op Afrika," 253, 268.
[96] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *663* (1705), Resoluties, scan 204.
[97] This is reminiscent of the ransom paid by Sephardic merchants who redeemed sugar taken prize by Dutch privateers from a Portuguese vessel. The quantities in that case were enormous, and there were certainly other issues at stake in that case, notably citizenship and subjection. See Antunes and Roitman, "A war of words," 25-32.
[98] The West India Company chamber directors are recorded as first, plaintiffs in appeal and now, claimants in first instance in the court documents. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *663* (1705) Resoluties, scan 204; inv. nr. *797* (1705) Geextendeerde Sententie, scan 162, ff. 160v-161r.
[99] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *797* (1705) Geextendeerde Sententie, scans 169-70, ff. 168r-v.

court.[100] As Douglass North has pointed out, Roman, Germanic and common law did not protect buyers against claims made by the original owner of lost or stolen goods which a merchant had unknowingly purchased. However, under merchant law, North says, the honest buyer was protected – he was allowed to keep the goods or could return them in exchange for reimbursement of the original purchase price. According to North, a vitally important shift took place between the thirteenth and seventeenth centuries as regards good faith purchases: at the earlier date, goods with a suspect chain of ownership had to be returned by the good faith buyer but by the early 1600s, "the final (good-faith) purchaser of a good was recognized (in certain but not all courts) as having the only viable title to the good" and thus prior claims were wiped out.[101] The very existence of merchant law, or *lex mercatoria*, is a matter of disagreement among (legal) historians. There is no reference to such law, nor to common practice or customary law in the case between the company and Baelde. But the High Court judges adjudicated the case in favour of the *bona fide* buyer, namely Baelde. The High Court sentence recognised his rights to the sugar and the judges ruled that the WIC charter did not give provision for the company to seize goods once the sale had been completed, even if the goods in question were from illegal trade. According to the court, the company's legal rights in the case of illegal private trade related only to the ship, shipowners and investors.[102]

In light of this, *Procureur* Oulry's second point was also very significant. He emphasised that Baelde was not involved in the illegal voyage out of which the sugar originated. Baelde, he contended, "must be considered simply as a merchant who had bought available goods" and furthermore, it was not Baelde's responsibility as buyer to inquire whether the sugar was acquired by legal or illegal means.[103] He even claimed that the company was well aware that Baelde had not been involved in *De Vier Gebroeders*'s voyage, not as captain, owner, nor investor.[104] While this argument may have been enough to convince the court, it is highly unlikely that it was in fact true. Other sources record Baelde as one of the owners of *De Vier Gebroeders* along with Abraham Beck and Nicolaas van Hoorn.[105] Pieter Baelde made his career as the person who connected Holland and Zeeland merchants involved in illegal private trade. Baelde, from Rotterdam, maintained contact with Pieter de la Rue and Hendrik van Dusseldorp, the illegal private traders who featured in Chapter 3. He was involved in the rubber trade as well as the slave trade. When the Middelburg Commercie Compagnie (MCC) was set up in 1720, Baelde became one of the major shareholders (*hoofdparticipant*).[106]

The judge who reported on the case to his colleagues, Rutgert Verbrugge, was of the opinion that the chamber directors' claim should be denied but that their right to legal

[100] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *663* (1705) Resoluties, scan 204.
[101] North, "Institutions," 31-32, quote 32.
[102] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *663* (1705) Resoluties, scan 204.
[103] Original: "*simpelijk moet aangesien werden als een coopman die vrije goederen heeft gekogt*." NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *797* (1705) Geextendeerde Sententie, scan 170, f. 168v.
[104] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *797* (1705) Geextendeerde Sententie, scan 171, f. 169v.
[105] TASTD: http://www.slavevoyages.org/voyages/FXU9i7D0 (accessed 2017-11-18).
[106] Paesie, "Lorrendrayen op Afrika," 371 (Bijlage II), 129, 134.

action against the shipowners should be reserved, that is, permitted in future. His fellow judges were in agreement. Adjudicating only the sugar sale, the bench agreed with Verbrugge's recommended sentence. On 19 December 1705 they pronounced the sentence: WIC Chamber Maze's claim was denied, Pieter Baelde was allowed to collect the *f*16,000 from the Rotterdam exchange, and the chamber directors had to pay the court fees.[107] This ruling protected the good faith buyer from seizure of his goods. While the judges agreed that the sugar was the product of illegal trade, they indicated that the WIC charter gave the directors no rights in regards to buyers of illicit trade goods. The company's legal action was restricted to the shipowners and investors in illegal enterprises. [108]

The company took up the opportunity to pursue their rights against the shipowners. Thus it was in 1707 that the High Court sentenced a case between the directors of the WIC (no chamber specified) and none other than Nicolaas van Hoorn, alleged sugar recipient and the owner of the vessel *De Vier Gebroeders*. In the proceedings the company directors concluded that van Hoorn, as owner of the vessel *De Vier Gebroeders*, should be sentenced by the court to pay the company the value of the sugar which he had sold to Pieter Baelde. The basis for this conclusion, the company indicated, was their charter, pointing to the procedures in place to deal with monopoly breakers. For his part, van Hoorn disputed the competence of the High Court to deal with the breach of Article 43 which was in question, and submitted that the case should be transferred (*renvoij*) to the Admiralty court in Zeeland, seeing as he was an inhabitant of that province. The judges of the High Court were not in agreement over the question of which court was competent to deal with the charter breach, with some, including the president, saying the case should remain before the High Court, others being of the opinion that the competent judge was the court in Vlissingen.[109]

WIC Directors vs. freighters of the *Witte Duijff*

During the 1650s the WIC got involved in a case of disputed ownership of African gold and tusks which had been brought to the Republic in WIC ships and sold at company auction. The goods had been transhipped from a vessel named *Witte Duijff* off the African coast. The freighters of that vessel (*gemeene bevrachters*), who were not named in the legal proceedings, sued four men, namely Aelbrecht Pater, Eduart Man, Abraham Wilmerdonck and Hans Bontemantel, who were all directors in the WIC Chamber Amsterdam.[110] The four men were the signatories of the bottomry letters

[107] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *797* (1705) Geextendeerde Sententie, scan 171, f. 170r. The total cost is unknown but the High Court's December 1705 resolution alone cost the losing party *f* 50. NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *663* (1705) Resoluties, scan 204.

[108] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *663* (1705) Resoluties, scan 204.

[109] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *664* (1707) Resoluties, scans 48-9.

[110] The sentence records them as directors but without specifying a chamber. According to Data VIDI, Pater and Man were directors in Amsterdam. We can assume from the case details that Bontemantel and Wilmerdonck were directors in the same chamber. On Bontemantel's civic offices in Amsterdam, see Molhuysen, Blok, and Kossman, *NNBW*, 8:175-179.

(*bodemrijbrieven*) on which the sale of the goods was made.[111] The WIC chamber directors intervened in the case at a later stage, so that by the time proceedings reached the High Court, the records show that the appellants were the directors of the West India Company for themselves, and having intervened on behalf of Pater, Man, Wilmerdonck and Bontemantel.[112]

The *Witte Duijff* sailed under commission from the WIC, by which they had permission to trade on the Barbary Coast. What was disputed was whether or not they had exceeded the limits of the commission which they had received. This had implications for the goods that had been shipped to the Republic, specifically whether or not they had been traded legally or illegally.[113] What was at stake in the case was property rights over the gold and tusks which had been brought back to the Republic.

Each party told a different story to explain why the *Witte Duijff*'s cargo of tusks and gold was on board the company ships and how that related to rights over the goods. The freighters claimed the company had done the stricken *Witte Duijff* a favour by transporting the goods on her behalf. In contradiction, the company pointed to breaking the terms of the commission, and breaching the WIC monopoly, as the grounds for sale of the goods in the Republic. The freighters claimed that the WIC chamber Enkhuizen granted them permission for a trading voyage on the coast of Africa. They readied their vessel which then set sail in August 1654. Very soon, the crew realised the yacht had a leak. Off the coast of Sierra Leone, the *Witte Duijff* encountered a ship which belonged to the Duke of Courland, the captain on board of which offered assistance which was accepted by the *Witte Duijff*.[114] The crew were unsuccessful in stopping the leaks and purchasing slaves off the coast to relieve the mates from pumping the leaky vessel was not a long-term solution. The *Witte Duijff* would not manage the return journey. In the Gulf of Guinea she encountered two WIC ships, the *Graeff Enno* and the *Prins Willem* as well as a vessel with commission from Amsterdam named *Blauwe Eenhoorn.* The *Witte Duijff*'s cargo, which amounted to 747 elephant tusks and 31 Mark 13 Engels (approximately 8kg) of gold was transferred into the two company ships to be sailed by them to the Republic. The *Witte Duijff* apparently promised to pay freight fees for shipping the goods. When the freighters heard that the *Graeff Enno* and *Prins Willem* had arrived in Amsterdam, and that the WIC was planning on auctioning off all the cargo, the freighters sought and obtained permission from the Court of Holland to place the goods under

[111] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664) Geextendeerde Sententie, scans 133-4, ff. 132 r-v.

[112] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664) Geextendeerde Sententie, scan 125, f. 124r.

[113] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664) Geextendeerde Sententie, scan 126, f. 124v.

[114] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664), Geextendeerde Sententie, scan 126, f. 125r.

arrest.[115] The freighters' claim was that the company be sentenced to return the goods or the proceeds from the auction, plus the cost of damages and interest.[116]

The WIC story was quite different, focussing instead on the illegality of the *Witte Duijff*'s activities on the coast. The company directors pointed to the powers granted it by charter to confiscate ships and goods which were operating in the charter area of the WIC without the consent of the company. Contravention of the monopoly charter "was of such pernicious consequence" the directors pointed out, that the States General had granted the company the right to sell the goods and ship which had been confiscated, and if the illegal trading vessels went to other lands or harbours, the company could force the shipowners and investors to fulfil the value of the ship and goods.[117] The company ship *Graeff Enno* was on her way back to the Dutch Republic when she encountered the *Witte Duijff* off Cape Lopo Gonsalves (Gabon). The factors and skippers found out that the *Witte Duijff* was in fact a vessel from Amsterdam. Furthermore, they found out that the *Witte Duijff* had been conducting trade along the Gold Coast where she traded iron bars and other goods for gold and tusks. In accordance with the WIC charter, the *Graeff Enno* and the vessel accompanying her took the gold and tusks onboard.[118] But the directors could not make the claim that the goods had been confiscated from the *Witte Duijff* with any confidence because the *Witte Duijff* had not been declared good prize in court. The WIC authorities on the West Coast of Africa, who referred to the *Witte Duijff* as an "Amsterdam Interloper", recorded that the gold and tusks on board and the ship itself "was confiscated."[119] However, the Gentlemen Nineteen, in their letter to Director on the coast, Jacob Ruychaver, lamented that there had not been legal proceedings against the *Witte Duijff* in Elmina to sentence the ship as an illegal private trader. This, the Nineteen hinted, complicated the legal proceedings in the Republic. They wrote:

> The persons interested in the yacht "Duyff", which was seized by the ships of the Chambers Amsterdam and Zeelandt... have sued us before the Court of Holland, in order to have restitution of the aforesaid return cargo, to which we shall not neglect to make our proper defence; but we had well wished that that yacht had been confiscated by the sentence of the Y[our] H[onours] and the Councillors there, as the Factors and skippers, being on a voyage, do not appear to be qualified to do it. Consequently, we are making no mention of the aforesaid confiscation, but stand alone upon the merits of the case, in principle.[120]

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[115] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664), Geextendeerde Sententie, scans 125-9, ff. 124r-128r

[116] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664), Geextendeerde Sententie, scan 130, f. 129r.

[117] Original: "*van soo een perniciuese consequentie*." NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664), Geextendeerde Sententie, scan 131, f. 130 r.

[118] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664) Geextendeerde Sententie, scan 132, f. 131 r.

[119] Furley, The Gold Coast 1653-1655, N6, 170-2 (quote 171) [2 April 1655].

[120] Furley, The Gold Coast 1653-1655, N6, 153 [Copy letters from the deputies of the XIX WIC: 1 September 1655 to Jacob Ruychaver].

The 'proper defence' which the chamber made in the courts in the Republic thus could not rely on a sentence passed by the company court in Elmina.

Proceedings began in the Court of Holland, as indicated in the Nineteen's letter. On 22 December 1662, the Court of Holland pronounced their sentence. The WIC was sentenced to return the 747 tusks and gold to the shipowners, or reimburse the value of the goods. This sentence was passed by the *Heeren en meesters* Johan Dedel, Frederik Dorp, Dirk Sixti, Gualter de Raed, Albert van Nierop and Cornelis Fannius.[121] But neither party was entirely satisfied with the sentence: the WIC directors appealed the sentence in the High Court, seeking that it be overturned; the freighters submitted their *grieven a minima* in so far as the denial of their interest and damages claim.[122] The High Court bench upheld the sentence of the Court of Holland, considering neither side to have been aggrieved by it. Furthermore, the court decided that the WIC would retain the right to claim freight costs or recognition fees from the owners of the *Witte Duijff* for transporting the tusks and gold from Cape Lopo Gonsalves to Amsterdam but the company had to pay the costs of the legal proceedings which the 14 May 1664 sentence had brought to a final close.[123]

Both the Court of Holland and the High Court recognised the rights of the freighters of the *Witte Duijff* over the gold and tusks which had been transported by the WIC to the Republic and then sold by the company. In so doing, the court surely dealt a blow to the WIC's already dwindling monopoly. The 'Amsterdam Interloper' was protected from the company's right derived from its charter to confiscate goods and ships of monopoly-breakers. In this particular case, the fact that the company officials on the coast had not instituted legal proceedings against the vessel weakened the company's position in the Dutch courts.

The *Eduard* and *Zeeuwsche Leeuw*

Legal ownership of goods was also the issue which brought the WIC Chamber Zeeland to court in the 1650s. The dispute arose over sugar and tobacco, loaded in Brazil onto a vessel from Lisbon, which was then taken prize by a Zeeland privateer. As Charles Boxer pointed out, the insurrection against the Dutch in Brazil which began in 1645 led to an increase in Dutch attacks on Portuguese vessels in the Atlantic. West India Company cruisers and to an even greater extent Zeeland privateers inflicted damage on the Portuguese fleet; between January 1647 and December 1648 Charles Boxer states that approximately 220 Portuguese Brazil trade vessels were captured. As a result, "substantial quantities" of sugar were shipped to the Republic, and the WIC profited by

[121] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664) Geextendeerde Sententie, scans 139-40, ff. 138r-v. The names have been rendered in the spelling used in the *Repertorium van Ambtsdragers*. http://resources.huygens.knaw.nl/repertoriumambtsdragersambtenaren1428-1861/app/aanstellingen/by?aanstelling.instelling=84&aanstelling.functie=27 (accessed 2017-10-25).

[122] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *756* (1664) Geextendeerde Sententie, scan 140, f. 139r.

[123] NL-HaNA, Hoge Raad van Holland en Zeeland, 3.03.02, inv. nr. *756* (1664) Geextendeerde Sententie, ff. 140r-v.

taking a percentage of the prize.[124] Privateering continued into the 1650s, the early years of which were a period of uncertainty regarding the legitimacy of prizes. Between 1649 and 1653 there was no truce between the Dutch and Portuguese, nor was there a final treaty. The following year the Dutch colony in Brazil was definitively lost to the Portuguese. But it was only in 1661 that a final treaty was drawn up, and then ratified the following year.[125]

It was in this context that Captain Jan Daniels departed Lisbon for Cape St Augustine (Cabo Santo Agostinho) in Portuguese Brazil, on board a vessel named *Eduard.* In Portuguese Brazil, he took on board 500 chests of sugar, and at least four rolls of tobacco, perhaps other goods too, for the account of Portuguese and English merchants resident in Lisbon. On the return journey, the *Eduard* encountered a hostile Dutch ship in the vicinity of the Azores. The vessel was Captain Lambert Bartelsz's (*Roode*) *Zeeuwsche Leeuw.* Bartelsz was a privateer: he had letters of reprisal (*brieven van repressallien*) against the Portuguese granted by the States General, and commission from the WIC, so it comes as no surprise that he readied his men for a battle against the *Eduard*. Jan Daniels too, claimed that he was ready to fight, however, his officers and crew considered it prudent to rather agree to terms of surrender with Bartelsz which they did on 22 May 1650. The *Eduard* and the *Zeeuwsche Leeuw* sailed for Vlissingen, and after arrival there the sugar and tobacco was unloaded from the vessel and the goods were (going to be) sold at company auction. Jan Daniels heard about the impending sale of both the Portuguese goods loaded on the ship, as well as those for the account of the "English nation" in Lisbon, against which he protested by means of a warrant of seizure for the English. Bartelsz and the chamber did not heed the arrest and sold the goods at auction anyway. In response, Jan Daniels summoned the WIC Chamber Zeeland to court.

Interestingly, the foreign merchants chose to begin legal proceedings in the city court in Vlissingen. As foreign merchants, they would have been allowed to begin proceedings in the High Court. However, they chose not to. In addition to Daniels, the other claimants in the case in the city court were men, and a woman, on whose accounts 42,5 of the chests of sugar on board the *Eduard* had been transported. The Vlissingen Court passed a verdict on 26 October 1655 which Daniels *et al* considered to be a misjudgment, and so they appealed the case. It appears that the foreign merchants bypassed the Court of Holland and appealed the Vlissingen verdict in the High Court. This may have been allowed because of their foreignness. Moreover, that they were foreign meant that they received lenience from the court insofar as the rules of beginning an appeal were concerned. They had in fact taken too long between the verdict of the lower court and lodging their appeal with the High Court, but the High Court overlooked this, attributing their tardiness to their "foreignness" (*uijtlandicheijt*) and ignorance of the legal system, and allowed their appeal. The High Court granted them leave to appeal in September 1658. For three and a half years the High Court dealt with the matter: the parties swelled and their lawyers explored legal avenues, before the judges passed their

[124] Boxer, *The Dutch in Brazil*, 201-203.

[125] Thanks to Cátia Antunes for pointing out this important context. On the loss of Dutch Brazil, see ibid., 240-241.

verdict in February 1662. They overturned the Vlissingen court's sentence and instead ordered Bartelsz, his associates, and the Chamber Zeeland to return the 42,5 chests of sugar and four rolls of tobacco to Daniels *et al* or pay them their value plus interest dating from the time legal proceedings began in Vlissingen.[126]

The Chamber Zeeland was involved in the case because of the commission it had granted to Bartelsz but the chamber joined the defendants when the case was being heard in the High Court. The matter which was at stake for the chamber was the recognition fee owed for the goods which Bartelsz brought to the Republic.[127]

The most interesting of the legal arguments revolved around subjection. How the courts in the Republic dealt with foreign litigants has been a reocurring theme throughout the chapters. In this particular case over the boxes of sugar and tobacco, whether the merchants on whose accounts the goods were shipped were Portuguese or English was the important question. If the members of the English Nation in Lisbon were considered subjects of the Portuguese Crown, then their goods could be claimed as prize under the letter of reprisal which Bartelsz carried. However, if the merchants were in fact considered English – which was the argument that they made to the court – then their goods could not be sold off as legitimate prize.[128] In the end, the court must have concluded that the English Nation in Lisbon were not in fact subjects of the Portuguese Crown. The court ordered the sugar and tobacco be returned to the merchants. The merchandise was specified as belonging to ten individuals, one of whom was an English noblewoman resident in Lisbon, Johanna Veere, to whom a half chest was due, and another of whom, on whose account there were eight chests, was Johan Busschel.[129] The latter was most likely the court's rendering of the name John Bushell, brother of Edward, who was in this period the Brazil Company's London agent.[130] Not only is it striking to see the detail of the judges' consideration of the subjection argument – who was born where and the implications thereof – but furthermore, in their judgment, the High Court bench protected the rights of foreigners against subjects of the States General and the WIC.

Surprisingly, at no point in the sentence or attendant resolution is the term 'prize' used in reference to the goods. Perhaps the framing of the case in terms other than prize was a means of avoiding the problem of jurisdiction. The jurisdiction of the Admiralty court over such a case should have been clear cut: prize cases were adjudicated by the Admiralty in the port in which the goods entered the Republic.[131] The involvement of foreigners, surely common in prize cases, should not have complicated the Admiralties'

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[126] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *754* (1662) Geextendeerde sententie, scan 43, 48, ff. xLi v, xLvi v-xLvii r.

[127] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *754* (1662) Geextendeerde sententie, scan 58, ff. Lvi v-Lvii r.

[128] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *754* (1662) Geextendeerde sententie, scans 45-6, 54-5, xLiiii r-v, Liii v- Liiii r.

[129] NL-HaNA, Hoge Raad Holland en Zeeland, 3.03.02, inv. nr. *754* (1662) Geextendeerde sententie, scan 47, f. xLvi r.

[130] Leslie M. E. Shaw, *The Anglo-Portuguese Alliance and the English Merchants in Portugal, 1654-1810* (Aldershot: Ashgate, 1998), 116.

[131] Prior to the creation of the Admiralties, prize cases were heard in multiple courts, including the Court of Holland and the Great Council of Malines. Reine and Oest, *Kapers*, 24.

jurisdiction. Yet, the case between the captains was heard in first instance in the Vlissingen city court and sentenced by the burgomasters and aldermen of that city. Cases such as this one indicate that further research on Admiralty jurisdictions is necessary to more thoroughly understand the workings of the legal system in the Republic.

Conclusion

Disputes over property rights constitutes the final of the five types of conflicts which were pursued against the companies in the courts of the Republic. In the judges' decisions, property rights of merchants, or heirs, subjects of the States General and foreigners, were secured from the predatory tendencies of the companies. Both the VOC and the WIC chamber directors were involved in property rights disputes. That these cases involved directors of the chambers as litigants can be explained by the decentralized structure of the companies in which the sale of colonial imports was a chamber matter. As recounted in this chapter, the company chambers sold off colonial imports of three types – company goods, private traders' goods, and prize handed over to the chambers.

If we look at the colonial imports over which property rights were disputed, we can identify differences between the VOC cases and the WIC cases. The three VOC cases unsurprisingly revolved around spices purchased from the chambers. The first of these, involving the Amsterdam merchants van Erpicum, took place in the 1620s and 1630s, a time when control of the market by directors and a small group of merchants was causing conflict in the company. The two cases of preference which involved the heirs of Jan Maertens' estate were traced back to his purchase of spices from the chamber in 1694, for which he still owed the chamber Zeeland money. The company policy of selling shares to make good on the debt of shareholders, which also came to the fore in the Bartolotti case (Chapter 5) was not the matter that was disputed; whether the company could do that prior to heirs receiving their inheritance was the issue which the Insolvency Chamber in Middelburg ruled on. The decision was that the Chamber Zeeland was not a preferential creditor before the heirs.

The WIC cases in this chapter had a somewhat different composition. The WIC faced cases relating to property rights over goods which had been seized at sea and sold in the Republic, or shipped to the Republic by private merchants and later seized by the company. That the WIC cases had more to do with private merchants' trade in the WIC charter area comes as little surprise given the way in which the WIC leased out its monopolies over time, and what we know about the extent of illegal private trade in the Atlantic (Chapter 3). In these cases, the court's ruling secured the rights of the merchant who ostensibly bought sugar in good faith, the private trader who delivered goods to the chamber to be sold, and the foreign merchants whose goods had been seized at sea and delivered to the company to sell in the Republic.

Business failure featured in a number of the cases in this chapter. The two cases involving Jan Maertens' heirs, sentenced by the High Court in 1702 and 1703, dealt with the matter of preferential claimants. The court ruled that heirs, Anna Becx and Clara Maertens, should receive their inheritance before the company chamber could sell Jan

Maertens' shares to make good on the debt he owed the chamber for spices bought from the company. The VOC chamber's claim was relegated by the Insolvency Chamber in Middelburg which verdict, in each case, the chamber appealed first in the city court and then directly in the High Court. In the WIC case that dealt with the bankruptcy of a director-purchaser, the court protected the merchant who had handed over goods to the chamber to sell. Instead of having to make a claim from the director-purchaser-bankrupt's estate, Laurens Verpoorten should receive payment for the goods he handed over to the chamber from the chamber itself. In this way the court held the chamber directors responsible for the sum owed to Verpoorten. The chamber would then have to recover Clement's debt to the chamber from his insolvent estate. The court did not allow the directors to hide behind their limited liability and thus not take financial responsibility for the goods sold by the chamber.

The High Court upheld the rights of the good faith buyer. Protection of his rights came at the expense of the WIC and its opportunities to enforce its monopolies. Good faith purchase provided a means of turning illicit goods into legitimate goods over which the company had no rights. While the company thus lost out on the proceeds of those goods which, had they been seized from the illegal traders themselves would have been sold for the company's profit, the directors' rights to prosecute the illegal traders themselves remained intact. The court ruled that the company's charter did not give it blanket permission to seize goods which were the product of illegal trade. Furthermore, in the case involving Baelde, good faith was the legal principle behind which the illegal traders hid their real activities. Other sources indicate that Baelde was more than the buyer of the sugar; he was himself involved in the voyage. The judges were not aware of this cunning. Their ruling in the case between Baelde and the WIC protected the rights of the good faith buyer from WIC seizure of illegal trade goods in the Republic.

In addition to the good faith buyer, the High Court protected foreigners' property rights. This was the outcome of the sugar and tobacco case, in which the directors of the WIC had intervened when it was before the High Court bench. In order to determine whether or not the goods had been taken legitimately at sea, the judges weighed up the legal position of the merchants in Lisbon: were they English or were they Portuguese? This was a consequent question, as it determined the 'nationality' of the goods and following from that, the legitimacy of the seizure and subsequent sale at company auction. That the High Court was accessible to foreigners, as it was in this case, is not surprising, given the competence of the court, as discussed in the Introduction. But what this case adds is a glimpse of how foreignness brought the litigants advantages. If it was likely that their foreignness meant they were allowed to appeal the verdict of the city court directly in the High Court, then it was certainly their foreignness which brought leniency with regards to the timing of this appeal. The High Court granted them leave to appeal the verdict of the lower court even though according to the rules for proceeding in appeals, the claimants' window of opportunity had closed.

When we consider the way in which the cases were pursued to the High Court, it is difficult to establish a pattern. The case involving the merchants van Erpicum followed the trajectory set out in Figure 2; the case started in the city court in Delft, was appealed

in the Court of Holland, and again in the High Court. It seems that this was the only case regarding property rights which followed this trajectory. While this was the general line of the case, the High Court sentence revealed the proliferation of related disputes in other courts, which is a reminder of the legal opportunities that people had in the cities in Holland and Zeeland. What comes to the fore in other cases is that litigants bypassed the Court of Holland when proceeding in the High Court. The Maertens heirs' cases confirm that Insolvency Chamber sentences were appealed in the city court, which the VOC Chamber Zeeland did in both cases, but from the city court the chamber appealed directly to the High Court. The WIC did the same in the case relating to the debt owed to Verpoorten. That bypassing the provincial court was not unique to the VOC and the WIC is revealed in the subjection case involving English merchants from Lisbon. The foreign merchants appealed the verdict of a city court directly in the High Court. Perhaps their foreignness is the key to understanding the progression of that case.

When taken together, the cases illuminate some aspects of the market in the Republic for colonial goods. But much research remains to be done in this direction. Until recently, the sale of colonial imports – how, to whom, buyers' market position and political influence, and the resale of such goods to refiners and for re-export – has not been the focus of much research.[132] This chapter demonstrates that in addition to the companies' own records, legal disputes in the courts of the Republic are a rich source for research on the contours of the market for colonial imports in the Republic.

The High Court judgments in the cases examined here protected property rights when they were disputed in cases which arose from buying, selling and seizing colonial imports. In so doing, the legal institutions limited the predatory tendencies of the companies, and facilitated the global trade of the Dutch economy. That these rights were being secured over the course of the seventeenth and eighteenth centuries was crucial for the functioning of the economy in the Republic in which international trade played such an important part.

[132] Fatah-Black and de Windt point out that this lacuna is particularly surprising. Fatah-Black and Windt, "De architecten," 1.