

# The instrumental use of private partnerships in early modern Antwerp, 1621–1791<sup>1</sup>

Patrick Naaktgeboren, Maastricht University and University of Antwerp

patrick.naaktgeboren@maastrichtuniversity.nl

Supervisors: B. Van Hofstraeten and J. Puttevils

On 4 May 1696, two women, Joanna de Coninck and Maria Hendricx, who were living under the same roof, set up a private partnership contract, *een contract van associatie ende compagnie*, in which they reached an agreement on four clauses. The first two clauses are concerned with the division of profits, costs, and tasks. For instance, they agreed that the profits would be used to pay certain fixed costs for the shared household, that the remaining profits would be equally shared, and that both partners would teach children certain skills concerning processing linen. Unfortunately, the contract does not mention how profits were generated, nor does it give any information about the children's background and their relationship to the women. The second two clauses deal with hypothetical situations or questions concerned with a premature death of one of the partners or a premature dissolution of the partnership.<sup>2</sup>

What this example demonstrates is that the partners involved used a partnership to address a variety of problems and goals, in this instance managing a shared household and transferring skills to others. In an unpublished paper *The functionality of private partnerships in sixteenth-century Antwerp* Van Hofstraeten has emphasized that most partnerships served multiple interests and purposes. In this respect, he makes a distinction between three different functionalities. The first functionality, the basic one, indicates that all partnerships were primarily established in order to make a profit or earn money. As entrepreneurs or merchants could evidently also resort to some other commercial instruments for this particular purpose, the next question is what the advantages of partnerships were in certain circumstances as compared to other instruments. The second functionality, the exclusive one, refers to specific reasons for creating a partnership. Here we might think of pooling resources, sharing risks, and reducing fixed and monitoring costs. It is usually these advantages that come to mind, but other considerations played a role as well. The third and final functionality, the instrumental one,

---

<sup>1</sup> This work is part of the research programme 'What's in a name? Challenging early modern ideal-types of private partnerships in the Low Countries (17<sup>th</sup>–18<sup>th</sup> centuries)' with project number 452-16-016, which is financed by the Dutch Research Council (NWO).

<sup>2</sup> City Archives Antwerp (hereafter CAA), Notary's archive (hereafter 'N'), N4151, unfoliated, 4 May 1696.

includes arguments that were aimed at tackling and solving a wide range of socioeconomic and legal issues. Needless to say, these functionalities are not mutually exclusive.<sup>3</sup>

As part of my PhD research into partnerships in early modern Antwerp, an exhaustive survey in the notarial registers ( $\pm 1,700$ ) was conducted (covering 1621–1791, every fifth year), an approach that resulted in the identification of 215 contracts. Although the partners' aims or arguments are usually not explicitly mentioned in a contract, we can deduce the underlying motivations from the context by close reading. For the purpose of this article, I will discuss several examples related to two instrumental functionalities, namely, transferring skills and conflict management, and put them into the early modern socioeconomic context. Such an approach allows us to gain more insight into the entrepreneurs' coping strategies in a 'city in crisis'.<sup>4</sup> After all, two pivotal events in the Low Countries—the sacking of the city by the Spaniards in 1585 and the Eighty Years War for Dutch Independence—had a far-reaching and irreversible effect on Antwerp's economic position within a wider trading network in the early modern period.<sup>5</sup>

### **Circulation of knowledge**

Establishing an apprenticeship contract, either within or outside the corporate framework, was a rather common option for the transfer or acquisition of skills, an option to which many young people resorted at the outset of their working life. Adding a specific clause to a partnership contract about transferring knowledge or teaching skills, either within or outside the context of the family, was another way entrepreneurs could develop or expand their set of competencies (25 of the 215 contracts). A lack of certain knowledge or skills was the main reason for including such a clause, as is clearly mentioned in the contract between Antoni Franckx, a city dweller (*oppidandis*), and Peeter Zegers, a man specialized in processing copper (*coper rootmaecker*). In 1651, they had a set up a partnership for brokering services with regard to commerce contracts signed at the Bourse, the most important trading centre in Antwerp. Given his profession at the time, Peeter was not only taught the ins and outs of the mercantile

---

<sup>3</sup> B. Van Hofstraeten, 'The functionality of private partnerships in sixteenth-century Antwerp (1480–1620)' (unpublished manuscript; 2015).

<sup>4</sup> G. De Luca, 'Between theory and reality: Economic crises and the historiography of early modern Europe' in: A. Bonoldi et al. ed., *Merchant in times of crises (16<sup>th</sup> to mid-19<sup>th</sup> century)* (Stuttgart 2015) 15–36.

<sup>5</sup> I. Van Damme, 'Het vertrek van Mercurius: Historiografische en hypothetische verkenningen van het economisch wedervaren van Antwerpen in de tweede helft van de zeventiende eeuw', *NEHA-Jaarboek* 66 (2003) 6–39.

profession and the goods involved, he was also introduced to the merchants for whom Antoni had previously negotiated.<sup>6</sup>

According to the Antwerp *Consuetudines compilatae* (1608), people were considered to be adults from the age of 25, meaning that in legal matters individuals under that age had to be represented by their father or guardian.<sup>7</sup> Since the latter gave their approval for the establishment of a partnership, we may assume that underage merchants had acquired adequate and sufficient knowledge about trading practices and, more importantly, had earned the trust of their supervisors to act independently, even abroad. In this respect, the contract between Justo Forchondt and Guilliemo Stuijck den jongen (junior), two merchants who had set up a partnership for trading goods in Cadiz in 1676, serves as a prime example. After their fathers, Guilliemo Forchondt and Guilliemo Stuijck, both of them merchants based in Antwerp, had received a copy of the contract and made some adjustments to it, they approved the preliminary agreement and acted as their legal representatives before an Antwerp notary. Due to the fact that Guilliemo Stuijck, Jr. was underage at the start of the agreement, his father stood surety for him, but only guaranteed to pay for losses up to an amount of 2,000 *vlaams groot*. Signing official documents, such as bills of exchanges, was Justo's responsibility, a task that was taken over by Guilliemo, Jr. in Justo's absence. Moreover, Justo took care of maintaining the account books, while at the same time giving his partner instructions about bookkeeping so that he could become an 'expert' in this regard.<sup>8</sup>

Sending a request to the Council of Brabant for a specific document, a so-called *venia aetatis* (literally 'privilege of age'), serves as another legal strategy of how (underage) entrepreneurs were able to enter a partnership. By obtaining such a statement, a person could prove that he was an adult in legal terms, whether or not he had actually reached the legal age of majority. Given the fact that this document had to be issued by the council, which entailed a rather time-consuming procedure, we can find only a few traces of it in partnership contracts. For instance, the minor Marcelis Wouters used a *venia aetatis* so he could learn to cleave rough diamonds, a task that at the time was the prerogative of the diamond cutters' guild. The first partner, Carlus Ludovicus van Bredael, whose background is unfortunately unknown, accepted Marcelis' payment and promised to train him as long as required for him to reach a professional level of competence. In the meantime, it was agreed that the cleaved diamonds would be further

---

<sup>6</sup> CAA, N3666, f248r–249r.

<sup>7</sup> G. De Longé ed., *Coutumes du pays et duché de Brabant: Quartier d'Anvers. Tome troisième: Coutumes de la ville d'Anvers, Consuetudines compilatae* (Brussels 1872) 216–218.

<sup>8</sup> CAA, N3806, no. 134.

processed by a diamond cutter, after which the diamonds would be sold to customers and the profits would be equally shared. When Marcelis determined that he had acquired sufficient skills, this partnership would terminate within two months.<sup>9</sup>

Thus, sometimes an apprenticeship and a partnership contract were even combined in a single official document, as the last example indicates. In general, guild ordinances did not permit a master artisan to create a partnership with an apprentice or an entrepreneur. The contract between Carlus and Marcelis shows there was a discrepancy between the ‘law on the books’ and ‘law in practice’ in this respect. Previous studies have emphasized that this specific rule issued by the guilds was often breached and circumvented by entrepreneurs who convinced master artisans to set up a partnership with them in which the artisan promised to teach the entrepreneur a certain craft in exchange for money or investments. This led to a situation in which someone could become a master artisan without having completed an apprenticeship and without having paid the required membership fees. As a response to these ‘fictitious agreements’, guilds devised harsher measures for apprentices, such as making the period of apprenticeship longer and introducing one or multiple masterpieces. Nevertheless, it proved difficult to eradicate these damaging practices, as shown by examples of other notarized agreements.<sup>10</sup>

### **Coping with conflicts**

In the previous section, the emphasis was put on socioeconomic reasons for establishing a partnership. The partners could also consider legal arguments in terms of conflict management (10 of the 215 contracts). An early instance took place in 1681 and describes how Carel de Bie and Philips Anthoni de Vleeshouder had experienced some disagreements and problems concerning how the trading post should be managed. Apparently, the dispute was getting out of control and tensions were rising in such a negative way that it might even lead to a court case. To prevent any further escalation and to create a stronger friendship or mutual bond, on the 8th of May, the partners set up a partnership and included explicit clauses about the division of tasks. Among other things, it was agreed that each partner would be in charge of the factory for one month, whereafter the second partner would take his place the next month. If one of the

---

<sup>9</sup> CAA, N93, no. 20.

<sup>10</sup> B. De Munck, ‘One counter and your own account: Redefining illicit labour in early modern Antwerp’, *Urban History* 37, 1 (2010) 26–44.

partners fell ill or was absent during the month he was supposed to work, the other partner would step in and take his place without claiming any financial compensation.<sup>11</sup>

A second example concerns the partnership between the sisters Der Kinderen, which was officially created on 22 January 1761. The contract explicitly mentions that the contract was aimed at preventing disputes. A month earlier, on 22 December 1760, the partners had already opened their shop for selling snuff, tobacco, and other goods. It is unknown whether the sisters had already planned to go to a notary at some point or whether a particular event might have happened during the first month, something that triggered them to opt for a notarized deed. Whatever the case may be, in order to create a successful partnership, the sisters explicitly expected from each other that they would do their very best.<sup>12</sup>

Despite taking precautions, some partnerships only lasted for a short period of time. For instance, the partnership between Michiel Bunel, a merchant, and his son Joannes Bunel, a master artisan in tanning, came to an end within twelve days, from 28 June 1726 to 9 July 1726. While the father had invested substantially more money in the company than his son (10,500 guilders vs. 1,500), the latter was supposed to run the business in his own name. The profits and losses were proportionally divided relative to the investments made. Furthermore, Joannes was obliged to train one of his brothers in the craft of leather tanning under the terms of a regular apprenticeship contract, a procedure that normally resulted in an official registration in the guild book. In this way, the Brunel family tried to circumvent the guild ordinances by pretending that the brother had completed and paid for the standard training period, which in reality was evidently not the case. According to the deed, even within a relatively short time frame, several unspecified conflicts took place and the partners presumed that more disputes would arise in the upcoming period. Therefore, in light of their future relationship, the contract was dissolved as if it had never been executed by a notary.<sup>13</sup>

To sum up, a contract was set up not only to solve current issues, but also to prevent future issues. A partnership was undoubtedly more than just a legal arrangement between entrepreneurs; it may also be considered as a social relationship, whether inside or outside the inner circle. Regardless of the number of people involved and the specific circumstances, something all relationships have in common is that they go through a process of ups and downs and are susceptible to disagreements. Needless to say, the partners who had created a partnership did not intend to enter an ongoing argument that could ultimately tear them apart.

---

<sup>11</sup> CAA, N2302, f. 59r–61v.

<sup>12</sup> CAA, N876, no. 9.

<sup>13</sup> CAA, N4171, unfoliated, 9 July 1726.

It must be emphasized that a conflict or dispute was not necessarily caused by a broken rule or a breach of contract; it was sometimes simply inherent to the process of doing business and a part of daily life.<sup>14</sup> Different expectations, the lack of up-to-date information for making decisions, conflicting interests, and unexpected events could give rise to multiple discussions about the future steps to take. From this perspective, managing conflicts in a tactful way and preventing further escalation was perhaps one of the main activities for an entrepreneur.<sup>15</sup>

## Conclusion

This paper has dealt with two specific instrumental functionalities.<sup>16</sup> It has been demonstrated that partnership contracts were a means regularly used by merchants to transfer certain skills from one party to another, whether legally or otherwise. We have to realize that these clauses concerning learning constitute just a small fraction of the total document, meaning that integrating such a clause had consequences for the agreement as such. In other words, the partner who was willing to transfer his knowledge or skills to the other party probably wanted to gain something in return for it. For this reason, the clauses in the contracts concerning the division of tasks and responsibilities are rather specific and were aimed at creating a well-balanced contract and providing legal documentation and certification in case of any wrongdoing. As is indicated by specific references in the contracts in the second section, entrepreneurs were well aware of the fragile line between an agreement and a conflict and did everything they could to avoid the devastating nature of possible disputes. However, entrepreneurs also pushed the limits by encroaching on the corporate framework of the guilds. The relationship between the merchants and the guilds was highly complicated. It is too simplistic to speak of two different worlds that were clearly separated from each other; instead, their business activities were more intertwined than we might suspect. Due to increased competition and an ongoing strife among merchants and guilds, labour and production relations between these groups came under increased pressure. Nevertheless, the partnership contracts show that the parties managed to hammer out agreements where both of them had something to gain.

---

<sup>14</sup> 'Disputes are social processes embedded in social relations.' L. Nader and H.F. Todd, Jr., 'Introduction' in: L. Nader and H.F. Todd, Jr. ed., *The disputing process: Law in ten societies* (New York 1978) 1–16;.

<sup>15</sup> C. Lesger, 'Over het nut van huwelijk, opportunisme en bedrog: Ondernemers en ondernemerschap tijdens de vroegmoderne tijd in theoretisch perspectief' in: C.A. Davids, W. Fritschy, and L.A. van der Valk ed., *Kapitaal, ondernemerschap en beleid: Studies over economie en politiek in Nederland, Europa en Azië van 1500 tot heden: Afscheidsbundel voor prof. dr. P.W. Klein* (Amsterdam 1996) 66–69.

<sup>16</sup> Other instrumentalities have been identified as well and will be discussed in depth in the dissertation.