

*The Dutch Slave Trade:
Agreement to Deliver two thousand or More Slaves to Curacao (1662)*

Introduction; During the seventeenth century, both the Dutch and English began to supply African slaves to the plantation economies of the Americas. When the United Provinces made peace with Spain, and the latter recognized it as an independent state, the slave trade became the main source of profits for the Dutch West Indies Company. During the next half century the Dutch transported and sold ten times as many slaves as the English. They lost the right to supply slaves to the Spanish Colonies, the *asiento*, to the English at the conclusion of the Spanish War of Succession in 1713. The slave trade contract of September 15, 1662 shows that the Dutch operated the slave trade like all its other trades in accordance with standard business methods. From 15 to 25% of the human cargoes carried on the crowded Dutch ships died during the 'middle passage' from Africa to the Caribbean. The contract is from S. van Brakel, "Bescheiden over de slavenhandel der West-Indische Companie," *Economische-Historisch Jaarboek*, IV (1918): 61-66, translated by Herbert T. Rowen, ed., *The Low Countries in Early Modern Times: A Documentary History* (New York: Harper & Row, 1972), pp. 170-75.

This day, September 15, 1662, there appeared before me, Piter Palthuysen, notary public admitted to the Court of Holland and resident in Amsterdam, in the presence of the witnesses named hereafter, Messrs. the Honorable Abraham Wiemerdoncx and Jacob Pergens, administrators of the chamber of the chartered West India Company in this city, with special commissions, on the one side, and Mr. Alexandro Bosco, having powers of attorney and instructions from Messrs. Domingo Grillo and Ambrosio Lomelino, resident in Madrid, Spain, in accordance with their powers of attorney given at Madrid on July 5 of this present year before Geronimo Muuos, a notary there, on the other side, and declared that they had reached a mutual agreement and promise, which they, the parties in presence, do hereby agree and promise as follows.

The aforesaid administrators will without delay fit out one, two, or more ships, as they shall decide, and must have them ready in the Texel (the staging area Between the Zuider and North Seas for voyages for large ships departing from Amsterdam) one month after the signing of these presents, provided with cargoes, all necessary stores, and orders which shall be required for the voyage to be undertaken, so that they can sail with the first good wind.

Secondly, eight months after the sailing of the said ships, the above-named administrators shall deliver to the above-named Alexandro Bosco in his aforesaid quality or upon his orders, at

the island of Curacao, 1,000 Negroes, under the conditions stipulated hereafter, but with the proviso that if the administrators are unable to purchase 1,000 Negroes and therefore bring a smaller number to Curacao, but at least 700, that this number shall suffice, and likewise that they may deliver as many as 1,400 slaves to the aforesaid Alexandro Bosco if they possess them, and these may not be sold by the aforesaid administrators to others; with the further proviso, however, that if the aforesaid administrators deliver to the above named Bosco 1,000 slaves of the stated quality, they may keep 100 of any remainder for their own use to be sent to their colonies in New Netherlands, Cayenne, etc.

On the other hand, the above-named Alexandro Bosco, *qualitate quam* must be ready upon the expiration of the aforesaid eight months, and while the conditions relating to the ninth month remain in full force, to receive and to disembark upon he said island not only the aforesaid 1,000 Negroes but also such number as the aforesaid administrators may bring, to a total of 1,400, at the price established hereinafter, without an exceptions; but if the aforesaid administrators, upon the exportation of the aforesaid eight months, the conditions relating to the ninth month remaining in full force, bring and deliver to Curacao a total of less than 700 slave, then the above-named Bosco, *qualitate ut supra*, shall also be obligated to receive the number brought in, but he may subtract from the monies to be paid for the Negroes delivered the sum of 20 pieces of eight for each slave less than the figure of 700.

And in the event that the above-named ships of the administrators are ready in the Texel within one month but weather and wind do not permit their departure, compelling them to wait until the month of December or longer, the respective parties to this contract shall discuss extension of the above established time of eight months, and not less than one month beyond the above mentioned eight months shall be given to the aforesaid administrators; but if within one month the wind turns fair and permits departure and the ship or ships of the above-mentioned administrators do not sail, then they shall be held to deliver in Curacao in eight months the slaves contracted for, the conditions relating to the ninth month remaining in full force, and all other conditions also remaining in full force.

In the event that the above-mentioned ships depart at the proper time so that no extension is given and the aforesaid Alexandro Bosco, *qualitate ut supra*, is ready to receive the Negroes

contracted for at the expiration of the above-mentioned eight months, and that the aforesaid administrators do not make delivery by that time, then the above-mentioned Alexandro Bosco *in qualitate* as above, shall have to wait for one additional month at his own cost, without the right to make any claim upon the said administrators; but if the administrators are not ready to make delivery after the expiration of the said ninth month, they shall permit the said Alexandro Bosco *in qualitate* above-mentioned, to subtract for each day that he shall have waited after the expiration of the said ninth month the sum of 40 pieces of eight from the purchase price of each slave that he shall receive after that time.

If on the other hand, the above-mentioned administrators are ready to make delivery of the said slaves in Curacao on the expiration of the aforesaid eight months and the said Alexandro Bosco *in qualitate* as above is not yet ready to receive them, the aforesaid administrators shall have to wait for one month at their own expense.

But if the aforesaid Alexandro Bosco, *dicta qualitate*, is not yet ready after the expiration of the said ninth month to receive the aforesaid slaves, these shall be maintained there at his costs and risks from the last day of the ninth month, so that he shall have to pay four stivers per day more than the agreed price for each slave and in addition assume the costs of any such slaves who die and make good to the Company the number that it had ready and fit for delivery upon the expiration of the ninth month.

All the aforesaid slaves shall be aged from 15 to 36 years, in good health, not blind or crippled, but able to board ship without help, and each shall be calculated as one piece fit for delivery; but all who are older than 36 and less than 45 years of age, or less than 15 years and more than 8 years, shall be counted at the rate of 3 to 2; those between 8 and 4 years, 2 for 1; and those below 4 years of age shall follow the mother; provided, however, that the second party to this contract shall not be held to accept Negroes older than 45 years of age except at his own discretion and after agreement on price with the clerk of the aforesaid administrators. With regard to their sex, two-thirds of the slaves must be men and one-third women, but in the event that the discrepancy amounts to ten to twelve percent, then the respective contractors shall make a mutual settlement.

All these slaves being delivered in this condition, the second party to this contract must pay in his aforesaid quality at Curacao 107 1/2 pieces of eight of full value for each slave fit for

delivery who is actually delivered to him there. Furthermore, the aforesaid Alexandro Bosco, *qualitate qua*, shall be obliged to pay a sum of 50,000 guilders (at the rate of 50 stivers to each piece of eight) as security as soon as the said ships to be fitted out in the Texel shall be ready to sail, so that the aforesaid second party may subtract for these 50,000 guilders the sum of 20,000 pieces of eight in Curacao from the purchase price of the slaves who will be delivered in Curacao.

If any ships of the aforesaid administrators should happen to meet any accident on their voyage to the Guinea coast or from there to Curacao (which God forbid), or be taken by enemies or pirates then a third shall be subtracted from the figure of 700 slaves. If one ship fails to arrive and two-thirds if two ships out of three; and if all the slaves to be delivered are carried in two ships, then if one ship fails to appear, the aforesaid administrators may complete their contract with half of the said 700, without any penalty for delivery of a lesser number or longer wait as stated above. But if (God forbid) all the ships should fail to arrive, or the ships of the party of the second part meet the same difficulties, both parties to this contract shall be released from the performance thereof for this period but shall also be held to repeat the voyage upon the same conditions as before.

The aforesaid Alexandro Bosco shall in the aforesaid quality name and maintain in Curacao a clerk to correspond with the director [of the West India Company] there and to receive the aforesaid slaves, and the director of that place shall provide him with every help and assistance without payment, and furnish him with wagons or ships to go any place he wishes to, provided that they reach agreement beforehand.

Finally, the aforesaid administrators shall fit out other ships six months after the departure of the first ships mentioned above, to deliver a number of slaves as above to Curacao, except that the aforesaid administrators agree to deliver half of the aforesaid 700 slaves five months after the delivery of the first number, and the other half three months later; and the party of the second part agrees in the aforesaid quality to take off the aforesaid first and second halves at the proper time and to accommodate the said administrators if they arrive there at different times with 200, 300, or more slaves, leaving the said first half and all the other slaves who may be delivered to be subtracted from this last figure of 700 slaves which must be delivered after

eight months in conformity with the foregoing by the second expedition upon the conditions and prices as above, all other conditions respecting delays, the delivery of a greater or lesser number and the quality of slaves, the payment of cash, and the like, remaining as stipulated, but with the provision that the parties of both sides are not required to accept a contract for a third voyage after the second, unless they come to a further agreement.

To assure the performance of this contract, the abovementioned administrators first obligate themselves in their aforesaid character to make available all the property, real and otherwise, of the Company, and especially all the slaves which the aforesaid administrators shall have brought to Curacao as security for non-delivery at the prices established above, and also as security for the 50,000 guilders to be paid in cash, but not further, do pledge their own person and property real and personal, present and future; and the said Alexander Bosco in the said quality, places at the disposal of the courts the said sum of 50,000 guilders in particular and in addition the persons and property, real and personal without exception. Done in good faith in this city of Amsterdam in the presence of Mr. Jeuriaen Baechaet and the Honorable Jeuriaen Baeck, castellan of the Company's lodgings here, as witnesses thereto.