

1663. Voyage of the Gideon

Source: E. Donnan (1932/1969). Documents Illustrative of the History of the Slave Trade to America. NY: Octagon, v. III, 422-424.

Charter party of the ship "Gideon" for a voyage from Holland to Africa and New Netherland.

This day, the 15th of November anno 1663, before me, Hendrick Schaeff, notary public, admitted by the Court of Holland, residing at Amsterdam, and the undersigned witnesses. In their own persons came and appeared Messieurs Abraham Wilmerdoncx and Jacob Pergeris, directors of the chartered West India Company, chamber of this city, authorized thereto by the gentlemen, their fellow members of the board, of the one part, and Skipper Simon Cornelisz Gilde, master (under God) of his ship named Gideon, of the other part, to me, the notary, well known, and declared that they had agreed and contracted with one another that the aforesaid skipper shall do his best to make ready his aforesaid ship Gideon as speedily as possible and barring all accidents which may God prevent, to deliver the same without fail at Texel, ready to sail, and to take on board such merchandise of the aforesaid company as he shall be able conveniently to stow in the hold of his ship, in the space which shall be found available after all the necessary stores for his intended voyage have been taken on board, and without receiving any freight there for to transport the same to the coast of Africa, to Castle El Mina, or to Angola, as the honorable freighters shall be pleased to order, and that the aforesaid skipper shall there take on board, free of freight, thirty lasts, or more, of merchandise, according to the amount of space available in the ship as aforesaid, and therewith to sail direct to Angola, to such places as he shall be ordered to visit by the director general and as the company's agents in Angola shall think proper. Also, that the aforesaid skipper shall there from time to time, as promptly and as quickly as possible, take on board as many slaves as he can conveniently transport; also take with him from there to Curacao and no farther as much copper and as many elephant tusks as he can conveniently load into his ship, likewise without receiving any freight there for, unless less than two hundred and seventy-five slaves were taken on board, in which case he shall receive as freight for the copper, elephant tusks and other wares as much as is hereinafter specified. Furthermore, he shall proceed with his slaves first to Cajana, situated on the main wild coast of America, and there deliver to the company's director as many slaves as he shall be ordered to, and then depart with the rest for the island of Curacao, and there deliver the rest to the vice director. Furthermore, he shall transport without charge from Curacao such wares on account of the company as the vice director shall think proper and he can conveniently load into his ship, and further proceed with from three hundred to three hundred and fifty negroes to New Netherland and, having delivered the same there to the director general or his agent, be free to go with his ship where he pleases; on condition that, if on the fifteenth of August next ensuing the aforesaid skipper has not yet arrived with his slaves at Curacao, the directors shall not be bound to send him with slaves to New Netherland, but parties shall be mutually free and released from their obligations at Curacao. Furthermore, on arrival of the aforesaid skipper at Cajana, Curacao, and New Netherland, his slaves shall at each place be immediately taken from board and he shall be given therefor three receipts of the same tenor, in which it shall be expressly stated how many Negroes from four to eight, how many from eight to fifteen, how many from fifteen to thirty-six and how many above thirty-six years were delivered. And the aforesaid skipper shall at his own charge furnish proper food and drink to the aforesaid negroes as long as he shall have the same on board, and therefore defray the cost of food, water casks and all that shall be needed for the storage of wafer and victuals for the aforesaid negroes and the partitioning-off of the ship, without the directors, with respect to the food, being bound to do more than at their discretion to give orders that the aforesaid skipper, lying at anchor to take on board slaves, may obtain some refreshments from the land on the director's account; and with regard to other expenses they shall be held liable only for such as are specified below. Furthermore, the company shall have liberty to send in the aforesaid ship one or more persons in their service to the Gold Coast, Angola, Curacao and New Netherland, and especially a supercargo, whose wages shall be paid by the company and who must be entertained in the cabin at the expense of the skipper. Furthermore, the aforesaid skipper, fulfilling his part of what, is hereinbefore written, shall receive for each day that he shall wait at Castle El Mina or on the wild coast of Cajana the sum of fifty guilders, each time to be reckoned from the day he casts his

anchor at the respective places until he shall lift the same again, and further be obliged to wait at Angola, without being able to claim any lay-days, until he shall have obtained his slaves; likewise he shall be obliged to wait at or on Curacao for the space of three weeks, after the expiration of which three weeks at Curacao he shall receive his lay-days as before at the rate of fifty guilders a day. Secondly, in case he shall not receive two hundred and seventy-five slaves at Angola as above written, he shall receive as freight for the copper and other wares loaded on board one half stiver per pound. Thirdly, the honorable directors, on presentation of one of the receipts above mentioned, shall pay to the owners or their agent for each negro who shall be delivered alive on the wild coast or at Curacao the sum of one hundred guilders and for those who, shall be transported from Curacao to New Netherland thirty guilders each, provided that those between the ages of fifteen and thirty-six years shall be counted (as one negro each; that of those from fifteen to eight years down as well as those above the age of thirty-six, three negroes shall be counted as two; and that of those; below eight years two shall be counted as one. With this understanding however, that in case he be furnished at Curacao with other negroes than those whom he brought there, for whom a much larger reduction must be made, the proportionate loss shall be made good by decision of arbitrator to be chosen by parties on both sides. Likewise, the skipper shall receive for all persons who shall be sent over in the service of the company, eleven stivers a day for those who (with the exception of the super-cargo) mess in the cabin, and seven stivers for those who mess on deck. Also the honorable directors have paid to the aforesaid skipper, under guaranty, for the purchase of food and other necessaries for the negroes, the sum of eight thousand guilders, which eight thousand guilders upon his safe arrival shall be deducted from his freight charges.

Furthermore, in addition to the aforesaid eight thousand guilders, they are paying a premium of eight per cent. on the aforesaid eight thousand guilders to the owners, upon condition that in case of loss or capture of the ship (which may God prevent) the aforesaid skipper and his sureties shall be held to return the aforesaid eight thousand guilders promptly and without any exception, compensation or rebate, inasmuch as for the aforesaid premium they assume the risk of the said eight thousand guilders. Furthermore, the honorable directors shall furnish the said skipper with some wrist and ankle shackles to restrain therewith the refractory negroes on board, which shackles the skipper shall be held to deliver on his arrival at Curacao to the aforesaid directors, or here to the aforesaid company in exchange for a proper receipt. It is further stipulated that if, contrary to expectation, it be found that any one has loaded in said ship any merchandise other than that belonging to the company, the company or the aforesaid directors shall have the right to have a proper search made here or over there, as often as they please, and if it be found that the skipper or any one of his crew has carried on any illicit trade on the aforesaid coast of Africa, whether with white people or black, or that any merchandise or cash has been taken along without permission, in whatever manner it may have been done, the same shall be subject to confiscation for the benefit of the aforesaid company. The skipper shall be bound to engage the crew upon these conditions and if the skipper himself, contrary to expectation, should upon sufficient legal evidence be found guilty of having carried on such illicit trade, he shall in addition to the confiscation of the merchandise forfeit, for the benefit as above written, his share in the ship, the freight and the proceeds of the voyage. All of which shall also take place in regard to each owner individually who shall be found guilty thereof for so far as his share is concerned and no further. It is further stipulated that the honorable directors shall within the space of four months from the date hereof not let any ship go from here to Angola, directly or otherwise, to be loaded and despatched from there before or at the same time as the aforesaid skipper; provided however that this shall not oblige the honorable directors to revoke the commissions heretofore issued, or if any ships from the coast of Guinea should have sailed thither before his arrival there to make any change in the orders issued. And it is promised that the skipper upon the satisfactory completion of his voyage shall be presented with a piece of cloth for a cape for himself and a flag for the ship, at the discretion of the honorable directors. For the performance and fulfillment of what is hereinbefore written, the aforesaid directors bind the hereinbefore mentioned sum of money in hand paid and furthermore all the company's property and effects and especially all the aforesaid negroes or the proceeds thereof, and such other goods as may be sent hither by the aforesaid company's agents in the said ship; and the aforesaid skipper binds his said ship; the freight and all the appurtenances thereof, together with his

person and all; his other goods, none excepted, the respective contracting parties submitting themselves to all courts and judges, and especially to the Court of Holland, without fraud, and mutually consenting that instruments in proper form be made hereof and delivered. Done at Amsterdam in presence of Isaack Ipesen and Willem de Haes, acting as: witnesses hereto, also at Amsterdam.