

1699 - Partnership agreement Noorden - ten Wege

Introduction by dr. Laura Meilink-Hoedemaker

The Amsterdam bell-foundry was directed by the Hemony brothers from 1657 until 1680, when their nephews Fremy took over the business. In January 1699, when the last Fremy died, the business was reorganized. The Fremy widow Catharina ten Wege became the owner of the business, however, for the technical know-how she had to rely on the foreman Claes Noorden, who had been employed in the foundry since 1662. The widow and the craftsman so-to-say were condemned to each other and had to carry on together as best they could. They hired the premises on the Lijnbaansgracht from the Amsterdam City Council for a period of six years. Through a public notary they concluded a formal partnership agreement. It is dated 27 February 1699, and it concerns three main categories: the business, the interests of both adults and children and the use of the premises.



City Archives of Amsterdam, Notary archives 5075, File 3964, Acte 320, Page 974-977

Business

The business aspects are the following: The contract, just as the lease of the premises, was concluded for a six year period. During this period Claes Noorden was not allowed to start his own business. Ten Wege and Noorden shared the benefits and the investments on a fifty-fifty basis. Claes Noorden was charged with the common cash and bookkeeping, which he had to present to Catharina ten Wege or her representative every six months.

An inventory of the bell-foundry was drawn-up in duplicate, one copy for each of the business partners. Claes Noorden was allowed to use the moulds, patterns and archives of the late Fremy. The sets of metal bars were explicitly considered in the contract. This was probably because they are the backbone of the business, i.e. the reference when tuning the bells. It was also agreed that from now on all the bells produced in the foundry would carry the names of both partners.

Private

The personal aspects are interesting as well: Catharina ten Wege had given birth to at least six Fremy children and their rights were regulated in the partnership contract, that is at least those of the three boys. If the boys chose to be educated in the bell-founders profession, Claes Noorden was obliged to

teach them as if they were his own children. On the other hand, it was determined that the boys had to obey him unquestioningly.

Claes Noorden, who himself was a widower and had a daughter of marriageable age, was entitled to teach a future son in law in the art of bell-founding.

Buildings

The contract deals with the premises too. The building consisted of a workshop and a house. Thus far the Fremy family had taken up residence in the house. But in 1699 some of the rooms were assigned to the Noorden household and it was emphasized that the attic, cellar, garden and the rainwater tank were for communal use.



Behind the trees: The Amsterdam Gun- and Bell Foundry at the Lijnbaansgracht

Epilogue

The partnership agreement can be consulted in the City Archives of Amsterdam, Notary archives 5075, File 3964, Acte 320, Page 974-977. A scan of the original pages are shown on my website www.laurameilink.nl. →button 'steden' (cities) → first row "Amsterdam". A non-professional translation is presented below.

Laura Meilink.

[page 974 recto, cover]

Settlement of partnership¹

On February 24, 1699
between Claes Noorden
and
Catarina ten Wege, widow of Claude Fremie

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Terms and conditions, contrived between Claes Noorden, bell- and gunfounder, of the first part, and Catharina ten Wege, widow of Claude Fremy, in his lifetime bell- and gunfounder, on the other side, in consequence of which between them there shall be a society, or partnership of bell- and gunfounding.

For which by them from the honourable Mr General Treasurer of this City on January 29, 1699 is rented the dwelling [house?] and gunfoundry, standing and situated on the Baangracht² at the Zaagmolen Poort³, for a term of six years, taking effect Primo May 1699 and concluding Ultimo April XVII five [=1705]

1

In the first place that there will be a society or partnership of bell- and gunfounding, between Claes Noorden and Catharina ten Wege, widow of Claude Fremy, during the time of six consecutive years, taking effect Primo May 1699.

And such and then for the same period as they partners have rented from the City⁴ the dwelling and gunfoundry on the Baangracht.

2

That the founding of bells and guns by this partnership shall be done in the aforesaid foundry, rented from the City.

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3

That Claes Noorden shall be the master of bell- and gunfounding; that he thereupon shall not admit and dismiss any founder's mate, alsoo that by him alone shall be the entire directorate, and the control of the founding of bells and guns, such that he alone shall do what the duty of a Master bell- and gunfounder is.

And that on all bells, which shall be made by the partners, the names of Claes Noorden and widow Claudi Fremi will be set.

¹ Dutch: Accord van Societeijt

² Baangracht = Ropery Canal

³ Zaagmolen Poort = Sawingmill Gate

⁴ 'City Council' might be better.

4

That a specification or inventory shall be made of all the instruments and tools, concerning the bell- and gunfoundry, together with the tone bar works⁵, and also from the manuscripts, patterns, sketches of bells or guns or the like, left by the aforesaid Claude Fremi.

And that a duplicate of the same shall be written, so as to the one by the widow Fremy and the other by Claes Noorden shall be taken and kept to everybody's memorial.

5

That all specified instruments and tools, together with tone bar works and whatever more shall be found, by the aforesaid Claas Noorden and the labourers serving on the society, will be used as if these in tenure belonged to the aforesaid Claes Noorden. Such that he for the use of it nothing shall throw in.

6

At wearing of any instrument or tool shall new or other instead be

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made or bought; such as also other instruments or tools, that shall be needed or required for one or another work, the aforesaid Claes Noorden shall manufacture or buy, on the account of the partnership, and such at mutual costs, half and half.

7

Likewise shall to all what is needed in order to make any work or works or to cast, albeit materials, and also wood, peat and else, by each of the partners for legal half to be contributed and paid for. And in case of continuation of the affairs of this partnership [it] might be needed to have any deposit or funds of pennies [farthings?], in order to be prompt and prepared, shall each thereto be obliged to furnish the same amount of money to the common cash.

8

The common cash shall be and be kept under and by Claes Noorden.

9

Claes Noorden shall every six month render proof, account and relics of the affairs of the partnership to the aforesaid Catharina ten Wege, or anyone whom aforesaid Catharina ten Wege might appoint for this.

10

All benefits made, and all expenses that will fall, shall benefit and be carried, half and half, such although Claes Noorden shall be the master, and shall keep the cash, however, he shall not profit more than the aforesaid Catharina ten Wege.

And also [Claes Noorden] will not deserve for his service and trouble any specific rewards.

⁵ In Dutch: staaf werken. Staaf = tone bar.

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11

Besides shall Catharina ten Wege, who has three sons, if any of them has interest, have the right to have them instructed by aforesaid Claes Noorden, in the art of bell- and gunfounding; just alike Claes Noorden accepts to teach the three sons, or any of them who shall have desire for this art and be capable for that, in this art of bell- and gun founding.

And [Claes Noorden shall] teach them in that in such a way and throw together with them as if they were his own children, and act as a faithful master is indebted to children and art loving persons.

Likewise shall these same children obey him unquestioningly and behave well as good pupils becomes; without that, he, Claes Noorden, will be kept to teach these children in case of disobedience and bad behaviour.

12

As Claes Noorden has a daughter and she might become to marry a man who has interest to serve the partnership as a servant, that he is allowed to hire him, and that he besides his daughter and further relatives will be permitted to live in with Claes Noorden, all the same whether he serves the partnership or not.

And also that in case the widow Fremi might proceed into another marriage, the widow shall be permitted to stay in the house with her husband and children.

13

In order that Claes Noorden might not be prohibited in any work, so shall he have identical keys of the instrument rooms and cupboards as the widow Claude Fremi, such that these for him will not be covered or closed.

This promises Claes Noorden with true words instead of oath:

No person albeit friend of stranger except the children of the Fremi widow to teach in the art of bell founding.

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Nor the instruments, patterns, sketches of bells or guns, manuscripts or likewise matters by Claude Fremi, by himself or other persons, to change, imitate, copy, to make known to others than the aforesaid children or give in their hands, directly, or indirectly.

Also during the aforesaid six years of the partnership, to conclude with no one else but the widow Fremi or her children a partnership of bell- or gun founding.

However after elaps of the aforesaid six years will Claes Noorden be allowed to control the bell- and gunfounding alone and for his own profit, if there is no need [wish?] for prolongation of the partnership.

14

Although the tone bar works belong to the widow Fremy, Claes Noorden, however, will be permitted to cast two sets of tone bars if he likes so, and such at mutual costs; being kept of them by the widow such one of the two sets as the widow will choose, and the other to be kept by Claas Noorden.

15

Each partner with his family will have housing and living in the aforesaid rented premises; at those locations and rooms as each has reserved and stipulated, in order to have in use their living during the aforesaid six years of the partnership, namely the widow Fremi the rooms overhead the cellar, the rooms where the little stove is, the big room in front of this, and the back-kitchen⁶ with the right to use the pump.

And Claes Noorden the room at the right hand side, the inner kitchen⁷, the wash-house, including everything that is on top of these two rooms.

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And will be for communal use of the partners and their family the entrance-hall, the garden, the garden house, the court-yard, the attic, the shed, the rainwater tank, cellar and that what here before to each of both particularly is assigned.

16

However, let it be clear that, if within the term of six years the widow might die, leaving children, that same children are allowed to stay and live there in the rooms and apartments the widow Fremy will have used for her living.

Subject to the fact that the guardians to the children, in order to have supervision over the children, place at their disposal such person or persons, as might please to Claes Noorden.

17

None of the partners shall be allowed to have move in any person or persons, except their family, unless with preceding permission and consent of both partners.

However, without any change concerning the [content] of the above mentioned twelfth article.

18

At separation of the partnership, the widow, or in case of her death the children, all the instruments and tools, together with the sets of tone bars, as far as is made evident to be brought in by her, will be considered to be her own and private possession.

And as what not is present, or weared of, nothing may be pretended.

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19

As the instruments and tools that will be considered to be manufactured or bought during the partnership, [these] will be divided half and half, likewise the materials, together with peat and wood, and whatever will be communal.

All these terms and conditions promised the contracting parties to fulfil and to comply, without any contravention, under relation as in justice. In good faith.

Thus agreed and made in Amsterdam, February 24, XVI ninety nine, in the presence of the subscribing public notary and witnesses.

⁶ This must be a kitchen at the rear of the house.

⁷ Ment is: located in the center of the dwelling.

And have the above mentioned contracting parties this signed.

Claesz Noorden

This † sign is put by Catharina ten Wege

As witnesses

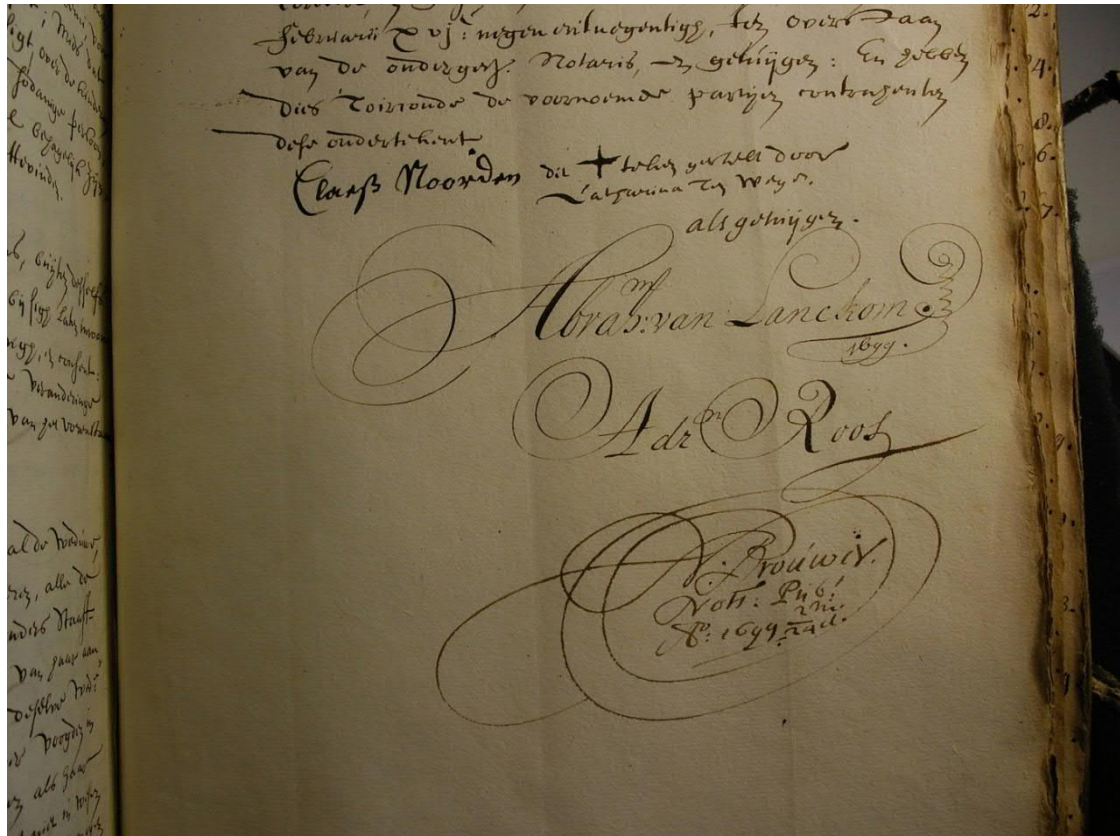
N. Brouwer

Abrahamsz van Lanckom 1699

Notaris publicus

Adr. de Roos

Anno 1699 2 mo(nth), 24 d(ay).



Signing of the agreement. Note: Catharina signs with a †; → She probably is illiterate.