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A Walloon Contract from 1623*

Hans Gillingstam

As a follow-up to Bernt Douhan's article, "The Walloons in Sweden," published in the March, 1982 issue of *Swedish American Genealogist*, I should like to present the wording of a typical Walloon contract, entered into in Amsterdam, on the one hand by Louis De Geer, and on the other hand by six charcoal burners and twelve woodsmen, governing their employment in Sweden. The contract, dated October 12, 1623, is one of several such documents on file in the Leufsta Archives in the Swedish National Archives in Stockholm. It is cited here in a translation in order to illustrate the manner in which Walloons were hired for employment in Sweden early in the 17th century.

"In the Name of God, Amen! In the Year of Grace, 1623, on Thursday October 12, in the forenoon, in the presence of witnesses, the following persons appeared before me, Simons Ruttens, official notary, residing in the city of Amsterdam, appointed and approved by the Government of the Netherlands, as well as by the Royal Dutch Court, on the one hand, His Lordship, Herr Louis De Geer, merchant in said city, on behalf of Herr Willem Gillissen, residing in Sweden, and on the other hand, six charcoal burners, Estienne de Pois, Jan Baude, Pasquie Rolant, Nicolaes Cauchort, Jan Doctier and Hubert Everart, and twelve woodsmen, Anthoine Grossé, Matthys Lusset, Pierre du Four, Jan Gorge, Aman Gorge, Hillier Scovaux, Jan Revelart, Anthoine Glaude, Jacques van Tunne, George Evrart, Martin du Fosse and Jan van Waerde. Both parties mutually agreed and declared that they had entered into the following contract, namely that the said Estienne du Pois and his party, consisting of six charcoal burners and twelve woodsmen, as stated above, promise and swear that they will, with the Grace of God, depart from this said city for Sweden, where they will enter into the service of the aforementioned Herr Willem Gillissen, each in his own capacity, and for a period of time of six continuous years, to begin at the time that they arrive at the place of said Herr Willem. During this period of time, those persons named above, promise and swear that they will serve Herr Willem faithfully and obediently, without complaint, criticism and opposition so far as what he demands of them, keeping in mind each man's specialty and capacity.

* The author is one of the editors of *Svenski Biografiskt Lexikon (The National Biographical Dictionary of Sweden)* and one of Sweden's foremost genealogists.
De gratia militis et suis vingt troisièmes. Zodiaux. 

Amen.
During this specified interval of time, the aforementioned men may not leave the service of Herr Willem, nor serve any other person in the Kingdom of Sweden. The said Herr Willem agrees to pay in salary and wages to each charcoal burner the sum of three and one half florins for each sack of charcoal, and to the aforementioned woodsmen a half florin or ten öre\(^2\) for each cord of wood, eight feet long and five feet high, each log to be four and one half feet long between the cross cuts and of accepted thickness. The aforementioned charcoal burners and woodsmen acknowledge the receipt of (blank) florins as a down payment from the aforementioned Herr De Geer for signing the contract. Additionally they are herewith permitted to bring with them five women and seven children, the oldest of them eleven years of age and the youngest two and one half years, in addition to a grown girl, all of this to be paid by Herr Willem, from the moment they embark in this city and until they arrive at the place in the abovementioned Kingdom, where Herr Willem shall employ them.

From this place they are free to return to our city of Amsterdam, also at the expense of the aforementioned Herr Willem, if they after six years or at a time every other year no longer wish to remain in Sweden. Both parties to this agreement promise and swear to stand by this contract faithfully, otherwise all expenses, injuries and losses of revenues will be in force. The (parties) guarantee this with their persons and properties, real as well as personal, for the present and in the future, with no exceptions, and for this reason they promise that they will abjure every law, privilege, statute, paragraph, legal instrument or request, which they might use against this consummated contract, all in good faith, without subterfuge or deceit. Thus, this agreement was decided upon and confirmed in this city of Amsterdam, in my lawyer’s quarters and in the presence of Jeremie Jammarts and Leonard Cole, witnesses summoned for this purpose. Both parties have signed the original documents.

A codicil signed in Amsterdam on Tuesday, October 17, 1623, is a resume of the October 12 contract and adds no new information. While the names of the charcoal burners and woodsmen are identical, there is some variance in the spellings, as was quite customary in those days.

Of particular interest is the inclusion of five women, seven children and a grown girl. It would appear that of the eighteen men mentioned in the contract, only five were married, or if married, had decided not to take their families to Sweden.

\(^1\) Leufsta Archives, Box 44, Fascicle No. 127, Riksarkivet (The National Archives), Stockholm.

\(^2\) The Swedish öre had a much higher value in the 17th century than it has today. The Swedish daler, related to the German thaler, contained 32 öre or four mark. Ten öre in silver was therefore slightly more than one mark, a considerable sum in those days.

\(^3\) The English translation of a Swedish version of a French contract does not pretend to be an official version of the original document. It is given here as a normalized version, mainly to convey the spirit of the contract. — Editor’s note.