

Burgos Insurance for Basque Ships: Maritime Policies from Spain, 1547-1592

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Approximately five per cent of the surviving records of maritime insurance policies registered by notaries of the *Consulado* at Burgos between 1565 and 1615 are either for coverage on “Terranova” voyages or for subsequent coverage on transport of whale oil or cod. This means that in the twelve leather-bound volumes of abbreviated policies¹ in the archives of the *Consulado* barely 540 entries are of direct relevance for Canada. Yet, these entries are able to provide a whole spectrum of information about sixteenth century trans-atlantic fishing voyages when examined in conjunction with other account-books and copybooks belonging to the *Consulado*.

At a surprisingly early date, the Burgos insurance system provided both Spanish and French Basque vessels and a number of Portuguese ships with comfortable and relatively inexpensive financial cushioning against possible disaster while fishing in Canadian waters — in much the same way that Lloyd’s provides coverage for modern ships. Plainly, the Burgos system was not founded entirely for the benefit of “Terranova” business ventures, but the Burgos records can certainly be used to throw new light on various aspects of Canadian economic beginnings, and in particular on the amount of capital invested in both the early codfishing and whaling industries. Insurance coverage for these industries developed as a result of the rapid expansion of mercantile interest in the Terranova enterprise during the 1530s and 1540s.

Within ten years of Cartier’s last visit to Canada there are several references in the account books of Diego de Bernuy to Basque trans-atlantic fishing voyages insured in Burgos.² These records reflect the fact that in the 1540s capital investments made by both owners and victuallers, or outfitters, of Basque ships were securely protected at extraordinarily low rates compared to

1 In the most recent catalogue of the Archivo del Consulado de Burgos these *registros* are listed as Nos. 95, 39, 99, 41, 98, 46, 43, 44, 74, 37, 101, and 28. An inventory has been made of the Canadian content of these registers, and the volumes are available on microfilm at the Public Archives of Canada (MG 10 F2) along with seven other account books and registers from the collection which is housed in the Diputación de Burgos. The archivist is Don Floriano Ballesteros Caballero, to whom I should like to extend my warmest thanks for his assistance over many years.

2 Archivo del Consulado de Burgos (A.C.B.), Registers Nos. 4 and 5.

those charged on bottomry loans or *prêts à la grosse aventure*. Between 1537 and 1555, Musset³ gives rates at La Rochelle varying from 20% to 40% on voyages to Terre-Neuve, and Bernard⁴ supplies similar figures for Bordeaux from 20% to 42%. Apart from bottomry loans, a primitive form of insurance in combination with a loan, the evidence for reasonable rates being available at this time through local companies in Bordeaux, La Rochelle or Bayonne is very slim. This may explain why merchants in south-west France used Diego de Bernuy's company not only for insuring Terranova voyages but also for coverage of other trade routes.

Portuguese, French, and English merchants were apparently slow in accepting the challenge of trans-atlantic coverage; however, it must be remembered that Spanish insurance brokers inherited a system that had been functioning for centuries in Italy,⁵ and the transition was not difficult from coverage of Mediterranean trade to insurance of ships on the Atlantic seaboard, or for East Indian or West Indian voyages. With business agents in both Mediterranean and Atlantic ports, the great wool merchants of the Burgos "university"⁶ who formed the backbone of the Burgos *Consulado* had, by the end of the fifteenth century, accumulated sufficient capital that they were able to withstand any normal maritime loss. A large amount of risk money was used simply to cover the transport of their own woolsacks, mainly in Basque ships. But though the old mediaeval wool-trade routes to Flanders and Italy were those that originally motivated the underwriting of shipping risks in Burgos, by 1538, when the Emperor Charles V approved the newly prepared ordinances for the "university" of Burgos merchants, it was clear that wool was only one of many marketable items that were of interest to the "university". Among the insured routes included in the 1538 ordinances are those to the Madeiras, the Canaries, and the Spanish West Indies, while the 1572 set of ordinances include voyages to the Azores, Brazil, and "La India de Portugal", as well as the Barbary Coast and "Terranova, Baccallao and other parts".

The extent to which the mercantile community at Burgos had an interest in practically all major trading areas known to Europe at the time can be judged by the contents of eight of the 12 large copybooks of the *Consulado* where approximately 8000 policies were registered between 1565 and 1573.⁷ It would probably be true to say of the surviving portion of the Burgos *Consulado* records that no other single European archive can provide such a wide over-all

3 Georges Musset, *Les Rochelais à Terre-Neuve, 1500-1550*, Paris, 1893, p. 28.

4 Jacques Bernard, *Navires et gens de mer à Bordeaux* (Paris, 1968), p. 815. For further discussion of the antecedents of regular insurance see pp. 687-702.

5 For analysis and general background of the Burgos insurance system see: Eloy García Quevedo, *Ordenanzas del Consulado de Burgos* (Burgos, 1905); Manuel Basas Fernandez, *El Consulado de Burgos en el siglo XVI* (Madrid, 1963) and *El seguro marítimo en Burgos* (Bilbao, 1963).

6 The term "University of Merchants" was derived from the concept of the totality of the group of merchants in any city who constituted a form of merchants' guild. In Burgos, the Prior and Consuls of the *Consulado* — the body which regulated the trade and commerce of the "University" — presided over a tribunal that had been granted (in 1494) jurisdiction over all mercantile matters.

7 The first eight surviving registers of Burgos policies show clearly the range of the "University's" trade and commerce during peak years while the four final registers demonstrate equally clearly the rapid decline in financial strength of Burgos merchants during the last quarter of the century.

vista of mid-sixteenth century maritime trading patterns. Apart from vast quantities of policies for the wool trade routes, for transport of dyes and other colouring matter, and for the export of iron and manufactured items such as arquebuses, machetes, tools, horseshoes, nails and barrel hoops from the Basque provinces,⁸ there are also, for instance, massive policies covering the exotic products shipped back from both the Portuguese and the Spanish Indies. Policies for the appalling trade in male and female slaves from Cape Verde to the Indies are found alongside references to mercury from the mines at Almaden being shipped out for the processing of silver in the New World mines, while policies for transport of gold, silver, pearls or sugar to the markets of northern Europe from Seville lie cheek by jowl with more mundane yet classical trading items such as wine, olive oil, raisins, almonds, oranges, figs and dried fish.

Unfortunately, it is evident that many registers have been lost or destroyed over the last four hundred years. There are references among lawsuits in the *Real Chancillería* at Valladolid to Burgos policies, with the folio numbers of the volume in which they were originally registered clearly specified.⁹ Many of these original registers, mainly prior to 1566 or post 1572, no longer exist, but copies of individual policies from some of these missing registers are still extant. Even without copies of the policies some of their content can be deduced from documents such as the following: a power of attorney, dated 18 March 1576, of Joanes de Urdayde of Orío, master and owner of the SAN NICOLAS, empowering his father-in-law, Captain Joanes de Ylumbe, his wife, his mother, and a San Sebastian merchant to collect from a merchant insurance broker in Burgos, Ventura de Medina Arriaga, and his partners the amount they owe on damages, since they had insured the SAN NICOLAS before it was attacked by French "Lutherans" at Burin on the south coast of Newfoundland. A second power of attorney, dated 3 May 1577, makes it clear that the victuals and outfitting of the SAN NICOLAS had been insured for an amount of 700 ducats, but it is equally clear that though the whole catch of codfish, plus the bread, cider, salt, rigging, sails and artillery had all been stolen, the damages had not yet been paid.¹⁰ It is interesting that Urdayde's faith in the Burgos insurance system remained intact in spite of the apparent slowness of repayment. He reinsured his ship with the same merchants for his 1577 voyage, although insurance coverage was certainly available from merchants in San Sebastian and Bilbao in reasonably large amounts by that time.

8 Since the Basques were dependant on external supplies of salt for their codfishing a triangular trading system developed whereby iron goods were sold in Lisbon or Seville (often for reshipment to the Indies) and Portuguese or Andalusian salt was acquired before a voyage out to Terranova. Occasionally cod was brought directly back to Seville from Terranova, but normally it was delivered to Basque ports: A.C.B. Reg. 41, folio 27va and folio 29, Ondarroa — Sanlúcar de Barrameda — Sevilla — Terranova — Vizcaya or Guipuzcoa; folio 34, Guetaria — Seville — Terranova — Motrico; folios 39v, 44 and 44v, San Sebastian — Lisbon — Terranova — San Sebastian; A.C.B. Reg. 44, folio 103v, Lequeitio — Lisbon or Aveiro — Terranova — Portugaleta, folio 102, Portugaleta — Lisbon or Setubal — Terranova — Portugaleta, and A.C.B. Reg. 41, folio 348v, Deva — Terranova — Seville — Deva.

9 Archivo de la Real Chancillería de Valladolid, Pleitos civiles, Masas fenecidos, *Legajo* No. 260. (There are many examples in this *legajo*).

10 Archivo Historico Provincial de Guipuzcoa, Oñate, Protocolos del Partido de San Sebastian, No. 1802, f.14-14v. and No. 1803, f.37-37v.

Many ships were insured simultaneously for the same voyage by different sets of merchants in Burgos and in coastal towns. Tomas de Landagorrieta of Fuenterrabia whose ship, LA TRENIDAD, was wrecked on the coast of Asturias when returning from a Labrador whaling voyage, had insured the hull, artillery and munition of his ship in San Sebastian rather than in Burgos on the first of June 1570. That policy for 1200 ducats had twelve local underwriters including the man who later became the famous armada admiral, Miguel de Oquendo.¹¹ However, the portion of the TRENIDAD's outfitting that had been provided by Pascual de Lajust, including the cider, victuals, cauldrons, harpoons and other provisions, had been insured in Burgos even though Lajust was a burgess of San Sebastian.¹²

Similarly, though many policies¹³ were taken out in Burgos on the 1572 whaling voyage of Joanes de Portu's MARIA before she was sunk in Chateau Bay in December of that year, there was at least one small policy for 200 ducats taken out in San Sebastian and signed by four local merchants.¹⁴ At no point can it be said that Burgos had a total monopoly of the Iberian insurance market, but it must be stressed that the Burgos *Consulado* was responsible for by far the largest portion of that market during the first three-quarters of the sixteenth century. In Padre Mercado's *Summa de tratos y contratos*, published in Seville in 1571, there is a statement explaining the presence of Burgos agents in Seville.¹⁵ He said that Burgos backing was essential because such costly cargoes were loaded in Seville that neither the merchants in Seville nor indeed in "twenty Sevilles would have sufficed to insure" such cargoes.

Both Burgalesian and Basque agents were to be found in all large commercial centres that dealt with Atlantic trade, everywhere from Mexico to Antwerp. Some took on local colour and married into well known families. Charles V's factor in Burgos, Cristobal de Haro, had a useful friend, Juan de Quintanadueñas in Rouen, who passed on information to Haro and looked after the Emperor's spy when he was trying to find out what Cartier and Roberval were doing in Honfleur, Harfleur and St. Malo. Although Quintanadueñas was writing back to his brother in Burgos in 1541 to advise him against sending any more merchandise until that period of acute political tension between France and Spain had subsided, he seems to have maintained a solid financial position in Rouen despite wars and other problems. Innis describes another member of the same family "Fernand de Quintanadoine, Sieur de Brétigny" as being involved with the provision of Spanish salt in Rouen for the Newfoundland codfishery in 1577.¹⁶

In Bordeaux as well as in Toulouse, Burgos agents appear to have adapted splendidly to their financial environment. Bernard mentions briefly some of the activities of Jean de Bernuy, the cousin and agent in France of Diego de

11 A.R.C.V., Pleitos civiles, Wals fenecidos, Legajo No. 160-1.

12 A.C.B., Reg. No. 41, folio 489v, and see also Reg. No. 46, folio 33.

13 A.C.B., Reg. No. 43, ff. 484v, 549, 550v, 551, 553, 563, 563v & 602.

14 Archivo Historico Provincial de Guipuzcoa, Tolosa; Archivo del Corregimiento, Uria ejecutivo, No. I.

15 Quoted in Quevedo, *op. cit.*, p. 78, n. 1.

16 Harold A. Innis, *The Cod Fisheries* (Toronto, 1978), p. 43, apparently quoting from Charles and Paul Bréard, *Documents relatifs a la marine Normand* (Rouen, 1889), p. 59.

Bernuy.¹⁷ In the early 1500s, Jean de Bernuy is described simply as a Spanish merchant, while by the 1550s there are two Bernuy brothers who are still part of the family woad-trading company but have acquired a string of French titles after their names, including “Viconte de Lautrec” and “Baron de la Bastide de St. Leon”. Both the Quintanadueñas family in Rouen and the Bernuy’s in Toulouse and Bordeaux exemplify the way that Burgalesian families had spread their influence far beyond the borders of Old Castile and were able to keep abreast of all the latest news in the trading world. It is precisely because of the international quality of most of the old Burgalesian families that we can hardly be surprised to find the earliest known insurance policies for Canada’s eastern shores in the rather unlikely context of a woad merchant’s accounts, a merchant who insured ships equally well out of London or Vera Cruz.

Diego de Bernuy dealt not only in the woad trade out of Bordeaux, but also in woad from the Azores.¹⁸ After long years of experience in Atlantic trade and insurance, it was not a radical experiment to switch from insuring Basque mariners whose ships carried much of the woad supply, to insurance of these same ships and mariners when they went off to the trans-atlantic fishing grounds. In the winter of 1549, we find Joanes de Suhara transporting Bernuy’s woad from Bordeaux to Portugaleta in a ship from St. Jean de Luz and the following summer Suhara was insured by Bernuy for a fishing voyage from Bordeaux to Terranova and back; in fact, his ship and another from St. Jean de Luz had also been insured for fishing the previous summer and probably the summer before that.

Exactly when Bernuy started to insure Terranova voyages is not known. The first record is for 1547,¹⁹ but there may well have been a few earlier records in account books that no longer exist. The important thing is that from the minute these insurance policies are recorded in Burgos they appear at very reasonable rates compared to the exorbitant charges on bottomry loans. Only 2% was charged on Joanes de Suhara’s voyage from Bordeaux to Portugaleta in 1549, while the fishing voyages were charged at 10% in June 1549, and at 9% in April 1550. The difference between premiums for coastal European policies and those for trans-atlantic fishing are not as great, however, as they may appear at first sight.

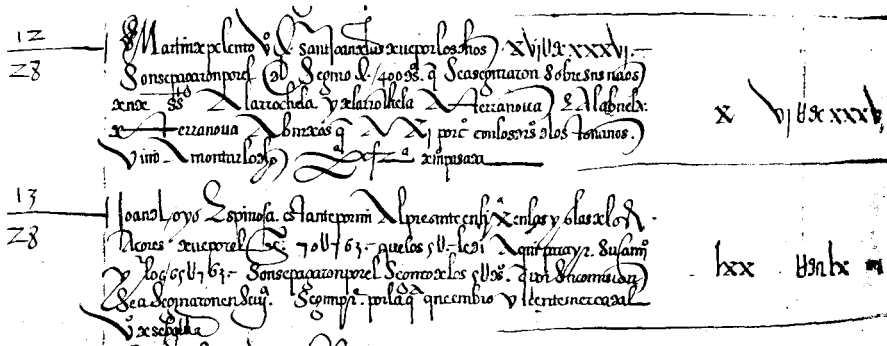
This subject of the premium rate deserves closer study as there were several factors that influenced the amount of premium to be paid, the main one simply depending on whether the voyage was one way only or return. Among other factors was the question of whether or not ports of call were to be included in the coverage, whether the policy was on the cargo or on the hull of the ship, and whether disturbing political events were occurring at the particular time and in the geographical region that the policies were intended to cover. The distinction between policies for insurance on the hull, usually taken out by

17 Bernard, *op. cit.*, p. 696 n. 482.

18 A.R.C.V. pleitos civiles, Moreno fenecidos, Legajo No. 124. Several generations of the Bernuy family appear to have been connected with both Toulouse and Burgos, and it is not clear where the family originated.

18 AC.B., Reg. No. 5, see 23 July 1549 for woad being shipped from the Azores to Bilbao, and may other entries.

19 A.C.B., Reg. No. 5, ff. 2v, 35, 60, 82 and 108v.



On 6 October 1548, Martin de Palento of St. Jean de Luz took out 400 ducats' worth of insurance with Diego de Bernuy on two of his ships, from San Sebastian to La Rochelle and on to Terranova with a return journey to Bordeaux. The premium was calculated at 11%. The second entry on the same date is for Bernuy's agent in the Azores, Joan del Oyo Espinosa. (Archivo del Consulado de Burgos, Reg. 5, f.2v)

owners of the ship, and the policies taken out on behalf of individuals who had either lent money towards the provisioning of the ship or who owned a portion of the cargo was nearly always defined in the wording of the contracts and normally made a difference of one per cent on the premium rate. The premiums paid on the first known pair of policies for "Tierranova", noted in Bernuy's accounts on 30 March 1547,²⁰ are an exception to this rule. On that occasion a San Sebastian merchant, Pedro de Lequedaño, took out two policies, one for the "hull, artillery and munition" of the SANTO ESPIRITUS, master Amador de Liçarça, and the other on the "equipment, outfitting and provisions" of the ship, *both* at a premium rate of 12%. In later years, the normal difference in rate between the two types of policy is obvious: Yrarracabal's SANTA LUCIA in 1566 was insured at a rate of 10% on her victuals and outfitting, and on the cod that she was to bring back from Terranova, while her hull, artillery and munition were insured at 11%.²¹ When the policies for Joanes de Portu's MARIA, which sank in December 1572 while loading whale oil in Chateau Bay, were calculated at the victuals and cargo rate they were at 14%, while those calculated on the hull at 15%.²²

The last two examples illustrate another factor that also influenced the premium rate on Terranova voyages, that is to say whether the voyages were for codfishing or for whaling. The premiums on Yrarracabal's SANTA LUCIA were at 4% less than on Portu's MARIA because the former was codfishing and the latter was whaling. It would seem that one of the reasons for higher premium rates on the whaling vessels was that the period of coverage was usually longer than for codfishing vessels. The duration of the average whaling voyage was a minimum of six months and could easily be up to eight or nine

20 A.C.B., Reg. No. 4, 30 March 1547.

21 A.C.B., Reg. No. 95, f. 279 and f. 323.

22 A.C.B., Reg. No. 43, see note 13, except for f. 602 which is only for the return voyage.

months without the ship actually wintering in Labrador, but with some whaling ships returning home via Portugal or Galicia as late as February. On the other hand the average codfishing voyage, even if it included a stop-over to pick up salt in La Rochelle, Lisbon, Setubal or Cadiz on the way out, was normally finished by September or October. The long legs down to sell iron or other merchandise in Lisbon or Seville before the Atlantic crossing meant that the premiums often went up in those cases to 13% on the provisions and the return cargo of cod, and 14% on the hull, or even 15% and 16% by 1572.²³ When a policy was issued merely to cover the return voyage from Newfoundland or Labrador the premium rate could often be as low as 5% of the total amount insured on the cargo of cod or whale oil or on the total insured value of the vessel. For instance, Juan de Montellano's NUESTRA SEÑORA DE LA CONCECION was covered at a rate of 5% when she was returning in 1565 with barrels of oil from Red Bay to Portugaleta in Vizcaya,²⁴ while three Portuguese ships were covered at the same rate on their return voyage to Vianna after codfishing in 1568.²⁵ When 5% could cover a *one-way trans-atlantic* voyage, these policies can be seen to compare very favourable with policies for coastal European voyages to Flanders where the rates over a twenty year period from 1546 to 1566 varied between 4%, 4½% and 5% on a one-way voyage, no doubt because the risks involved in a journey up the channel were certainly equal to if not considerably higher than a journey across the ocean. Already the two-way voyages to London or Flanders and back to Pasajes were at 8% in 1546 while, nearly 20 years later, in 1565, a few Terranova two-way voyages were only at 8%.²⁶

Nearly all the rates rose a little after 1566, but there was a spectacular rise on the *one-way* rates to Rouen and Flanders in 1569; the former doubled to 8% and the latter trebled to 12%, mainly because of privateering and war in Flanders.²⁷ That body of water known to the French as *La Manche* was, at the end of the 1560s, taking on all the appurtenances of a genuinely "English" channel. It gradually became more and more uncomfortable for anyone except the English and their semi-official Dutch allies to use the eastern end of the channel. Whereas in the 1540s and 1550s both Basques and Burgalesian merchants had been welcomed into English ports with cargoes of whale-oil, olive oil, wine, salt, iron, resin or woad, the efforts of Hawkins to break into the trade with the Spanish Indies precipitated a sudden and devastating side effect which threatened to ruin Anglo-Spanish commercial relations. Hawkins' fiasco at San Juan de Ulua in 1568 meant that immediate pressure was put on Elizabeth by West country merchants to find a method of retaliation against Spaniards. Elizabeth's resultant seizure of the Spanish bullion ships carrying the pay chests for the Duke of Alba's troops in Flanders has been discussed by several historians but it is, perhaps, less well known that among the Spanish ships seized were a dozen Basque ships with a total burden of at least 2514

23 A.C.B., Reg. No. 43, f. 372a, f. 373, f. 417, f. 419.

24 A.C.B., Reg. No. 95, ff. 143v, 144, 147 and 148.

25 A.C.B., Reg. No. 39, ff. 304va, 305, 305vb, 340v.

26 A.C.B., Reg. No. 4, and Reg. No. 95.

27 A.C.B., Reg. No. 41, f. 216v, Reg. No. 99, f. 401, and f. 443.

tons, and that a great many of these ships with bullion and other merchandise had been insured in Burgos.²⁸

Within four years another political event had an even more disastrous effect on both Basque shipping and on Burgos insurers: several Basque ships that had been embargoed to accompany the Duke of Medina Celi's expedition to Flanders were caught and burnt at Middelburgh as a result of Elizabeth's expulsion of the "Sea-beggars" from English ports and the subsequent revolts in Brill and Flushing in 1572. The fate of one such vessel that had previously been on several Labrador whaling expeditions insured in Burgos is recorded:

. . . a ship named the MARIA of 400 and more tons was embargoed in Pasajes for the transport and expedition of the Duke of Medina Celi with 2000 soldiers. . . to Flanders, and having arrived at the islands of Frechelingas in Medianburque, the Duke ordered the people on board the said ship to disembark and she remained abandoned, with only four or five persons left aboard, and even though Joan de Espilla who was captain and commander of the said ship pleaded and asked the Duke several times not to abandon the said ship nor to disembark the crew because of the danger she would be exposed to from enemies. . .

Naturally the Duke paid no attention to these entreaties and the ship was "left among enemies who burnt her and sent her to the bottom"; moreover, the captain, Joan de Espilla, was killed while trying to return to his ship.²⁹

These two instances may serve to emphasize the obvious fact that events quite unconnected with the fishing industry materially affected both the money available for insurance and the amount of money and ships available for Terranova. More than fifteen years before the defeat of the 'Invincible Armada', Basque whaling ships were already being embargoed and sacrificed for the King's service, while Burgos merchants who had to pay up the insurance on these sacrificed ships were succumbing to the total defeat of bankruptcy by the end of the 1570s. In the Royal Chancellery Archives at Valladolid there is a lawsuit of nearly two metres in length, consisting of thousands of pages of recorded hearings and other documents to do with the financial consequences of the Spanish naval and commercial disaster at Middleburgh.³⁰ Not only the lists of ships, captains and masters mentioned in this lawsuit but also the lists of wool shippers and insurers involved in the disaster show clearly the extent to which the Burgos wool trade and the brokers had a symbiotic relationship with Basque merchants and mariners. The final insurance settlements which broke up so many Burgos firms at the end of this lawsuit foreshadowed the eclipse of Spanish Basque shipping.

28 Archivo General de Simancas, Guerra Antigua, Legajo No. 75. For an example of what happened to two ships from Castro de Urdiales, that had been insured for 27,200 ducats with sixty six signatures underwriting the policy (A.C.B. Reg. No. 99, ff. 185v — 187v.), see the record of disbursement in A.C.B., Reg. No. 35, folio 54 v.

29 A.H.P.G.O., Protocolos del Partido de Azpeitia, No. 1943, f. 124.

30 A.R.C.V., Pleitos civiles, Masas fenecidos, Legajo No. 260.

Fair of May, 1566
Melchior de Muxica

In Villariezo on the 22nd and 23rd days of the month of November of 1565 Melchior de Muxica by the order and in the name of Joan de Montellano bur-gess of Portugalete causes himself to be assured from the port of Buitres which is in the Grand Bay of Terranova or from any other port to the said town of Portugalete with a call at San Sebastian if he so wishes in the ship named below on train oil or whatever fish the said ship shall bring back belonging to Joan de Montellano or to whomsoever it may belong at 5% in May of '66 in the ship which God save called NUESTRA SENORA DE LA CONÇEÇION master Joan de Montellano the younger and according to the policy the following per-sons undertook it [the risk] and signed in the following manner:

Joan de Miranda for 75 ducats at 5% and for him Geronimo Pardo signed with his name in Villariezo on November 20th	LXXV
Geronimo de Salamanca Santa Cruz for 75 ducats in Vil- lariezo on November 23rd	LXXV
Bernardino de Castro for 50 ducats and Juan Ramos signed for him the same day and place	L
Bernardino de San Roman for 50 ducats and Alonso de La Rua signed for him the same day and place	L
Juan de Valderrama for 50 ducats and Alonso de La Rua signed for him the same day and place	L

This policy, signed between the 20th and 23rd November 1565 in Villariezo (because of an outbreak of plague at Burgos), covered a small portion of the cargo of whale oil aboard the CONCECION when she returned from Red Bay, Labrador, carrying many of the shipwrecked sailors from Ramos de Borda's SAN JUAN. The master of the CONCECION was the son of the owner and had the same name as his father, Joan de Montellano. (Archivo del Consulado de Burgos, Reg. 95, f. 147)

Although the wool and whale oil trade into Rouen continued after the Flanders market had exploded, the King's armadas became more and more demanding through the 1580s and French Basques gradually took over many Spanish Basque trade routes. Nevertheless, the handful of policies for cod or whale oil that run from 1582 to 1615 in the last four registers of the *Consulado* archives present an even more depleted picture of the codfishing and whaling situation than was in fact the case. At the end of the century it could be said that the eclipse of Basque shipping, though dark and depressing, was certainly not as total as that of the Burgos insurance system; a few large Spanish Basque ships were still going to Terranova, and a few Portuguese merchants in San Sebastian were providing rather expensive insurance coverage for Terranova whaling voyages at a premium rate of 18%.³¹ In 1584 two members of famous merchant families, Geronimo de Salamanca and Diego de Curiel, were still the

31 A.R.C.V., Pleitos civiles, Ceballos Escalera fenecidos, *Leg.* No. 320, and see also A.C.B., Reg. No. 101, f. 146v, for a San Sebastian ship insured on 4 June 1592 for a Terranova whaling voyage with a premium rate of 17% on the hull.

brokers for 2200 ducats worth of whale oil bound for Le Havre and Rouen,³² but this was very small beer compared to the winter of 1565-1566, during the heyday of combined Basque and Burgalesian enterprise, when Geronimo de Salamanca Santa Cruz and Antonio de Salazar, *regidor* of Burgos, had sent over 10,000 ducats worth of whale oil to Antwerp in four Basque ships for themselves and their "company and partners" and altogether that season about 28,000 ducats worth of whale oil had been sent north.³³

It should be noted, however, that distinguished members of the *Consulado* did more than simply profit from the New World's natural resources. At a time when very little attention was being paid to legal aspects of commercial life in North America, these experienced merchants met and discussed any fraudulent or lawless dealings that came within their jurisdiction. It may seem odd to think of men sitting in Burgos over a hundred kilometres from the sea and discussing events that had taken place at Chateau Bay or Puerto Nuevo in Labrador, but one of the main functions of the officers of the *Consulado* was to arbitrate whenever any commercial dispute or insurance problem arose. The fact that provisions lists, bills of lading, charter parties, insurance policies or insurance claims could all be carefully scrutinised by a board of experts may have helped keep fraudulent dealings to a minimum. Certainly, it can be said that during the peak period of Spanish Basque participation in both the cod and whaling industries, whether in the bays of Trepassey and Placentia in southern Newfoundland or along the Strait of Belle Isle, a strong sense of fair dealing and respect for the law is apparent in the documents. That does not imply that disputes never occurred in these large communities of Basque men but, as far as business affairs were concerned, if someone put in a claim for more than he had lost during a storm, or stole someone else's whale, or refused to pay an injured man his fair share of earnings, then there were judges and arbiters in Spain who would be called in to deal with the situation.³⁴

The Burgos *Consulado* provided not only a sound business structure, able to operate an insurance system with the lowest trans-atlantic insurance rates of that era, but it also supported financially many of the ancillary trade routes for Basque codfishers and whalers, such as those to Flanders and Seville. Moreover, it helped to uphold in the wild "Province" of Terranova the same moral and business ethic that obtained in Burgos and in the Basque country. There was a little more than just self-advertisement in the 1538 ordinances of the Burgos *Consulado*:

"...the credit and commerce and renown of the said university has grown because of the great honesty and truthfulness which they always used and still use in their business dealings, and the same with their insurance that is taken out on merchandise which is shipped throughout the world, which is a very necessary thing so that the merchants are preserved from harm and can be durable and permanent in their trade and commerce and may have a fraternal unity of purpose among each other for the betterment of all. . ."³⁵

- 32 A.C.B. Reg. No. 37, ff. 5 and 97.
- 33 A.C.B. Reg. No. 95, ff. 189, 190v, 222v, 223v, 234v, 235, 259, 264v, 265, 273, 323v, 334v, 337, 295, and 385.
- 34 Some of these disputes were dealt with by the *Corregimiento* courts. Unfortunately, the reports of proceedings and legal hearings held by the *Consulado* have vanished and only a small part of the deliberations can occasionally be seen reflected in lawsuits in the *Real Chancilleria* and other sources.
- 35 Quevedo, *op. cit.*, p. 151. The dates in the title of this article correspond to the first and last known dates for Basque ships insured for Terranova voyages in Burgos. The penultimate document in Reg. No. 28 is a policy dated 15 May 1615, but this is to cover a Terranova voyage for a ship from Laredo, just to the west of the Basque country. It is to be hoped that policies for fishing voyages prior to 1547 will eventually be found.

Résumé

Durant la dernière décennie, grâce à de patientes & laborieuses recherches dans les archives européennes, spécialement dans les dépôts espagnols, portugais, & italiens, l'ombre du problème des premiers contrats entre le Canada et l'Europe s'est quelque peu dissipé. Cet article démontre donc le besoin de poursuivre de telles recherches de façon plus fouillée, indiquant comment certaines données peuvent être glanées des archives d'assurance du 16^e siècle afin d'étudier les caractéristiques, la fréquence & les mécanismes du commerce trans-atlantique avec l'est du Canada.

NEIL CHESHIRE adds to "Frobisher's Eskimos in England" (Summer 1980):

With reference to my collaborative article in the previous issue (*Archivaria* 10:23-50), the General Editor has kindly allowed me to add a few words of clarification to what was said there, on page 31, about versions of John White's Eskimo drawings. Those that appear in the Geneva edition of Settle's *True Reporte* are discussed in Stefansson's *Three Voyages*, vol. 2, p. 225; and those of Adriaen Coenenzn, by Béatrice Wegner in her article 'Esquimaux en visite en Hollande au XVI^e siècle' in *Inter Nord* 13/14 (1974): 217-222.

Mr. Paul Hulton of the British Museum, who most generously supplied the two photographs at very short notice, points out that page 32 reproduces a somewhat later copy of White's drawing (namely that in the Sloane album of circa 1610) rather than the original. It is the latter, of course, which appears in Hulton and Quinn's *American Drawings* and to which Professor Quinn's description, which we quote on p. 36, refers at first. In the copy, referred to by Quinn as "another version of this picture", Calichough's features are less sharp and the position of his arms is different as Quinn indicates. We apologise for not making this clear, and should like to thank Mr. Hulton for having come so rapidly to our aid with these illustrations.