



BEUCITIZEN
BARRIERS TOWARDS EU CITIZENSHIP

Contracting for Apprenticeship in Early Modern Europe

Document Identifier

D3.5 - Working paper on "formal and informal characteristics of apprenticeship contracts"

Version

1.0

Date Due

31.10.2016 (M42)

Submission date

22.12.2016

WorkPackage

3 -Historical citizenship — guilds and apprentices

Lead Beneficiary

LSE (24)

Dissemination Level

PU



Grant Agreement Number 320294
SSH.2012.1-1



Change log

Version	Date	amended by	changes
1.0	3/10/2016		First draft submitted
1.1	1/12/2016	Chris Minns	Final draft incorporating referee comments

Partners involved

number	partner name	People involved
24	LSE	Chris Kissane, Chris Minns (lead author), Patrick Wallis
1	Utrecht	Marcel Hoogenboom, Maarten Prak, Ruben Schalk
2	Antwerp	Bert de Munck
		Clare Crowston (Illinois)



Table of Contents

EXECUTIVE SUMMARY	4
1. INTRODUCTION	5
2. CONTRACTING FOR APPRENTICESHIP: THEORY AND CONTEXT	6
3. APPRENTICESHIP CONTRACTS: EXISTENCE AND REGISTRATION	8
4. CHARACTERISTICS OF APPRENTICESHIP CONTRACTS.....	11
5. CONCLUSIONS	22
REFERENCES	24
APPENDIX	35



EXECUTIVE SUMMARY

This paper examines how contracts were used to secure apprenticeships in Early Modern Europe. How apprenticeship was facilitated matters for our understanding of citizenship because service through training was one of the main avenues on the road to citizenship for European youth prior to 1800. It is well-known that the conditions associated with apprenticeship varied considerably across Europe, most notably with longer terms in England than elsewhere. Much as in present-day employment relationships, parties entering into apprenticeship agreements had incomplete and imperfect information about one another. Were the variations in apprenticeship practice matched by different methods being used to secure training relationships? When did parties use contracts, and how did they structure them, to resolve issues of incomplete information? We use evidence from several apprenticeship contracts in five European countries and regions to consider these issues. We find that contracts were most frequently used where the costs of contracting were low and the benefits higher. While the general structure of contracts was fairly similar where they were used, the typical package of compensation and training varied between regions, particularly in terms of wages and board offered to apprentices. To address issues of incomplete information, many contracts included penalty clauses to discourage *ex-post* renegotiation, and the information about contract signatories provided suggests that parties should have some knowledge of alternative options available to apprentices outside of the contract.



1. INTRODUCTION¹

Apprenticeship was a crucial element of economies and societies in Early Modern Europe. For youths, apprenticeship was the main path to acquiring skill. For guilds, apprenticeship was the pathway followed by most to become recognized producers and traders. For cities, apprenticeship was identified as the first step for many of those seeking to become an urban citizen. The basic contours of the apprenticeship system are well understood, and were roughly similar across the continent: masters of established artisanal enterprises used contracts to agree on and document the terms of training (and often also lodging and providing for food and even clothing) in exchange for the provision of labour services.

Why did contracts matter? First, apprenticeship was one of the few areas of the early modern labour market where contracts between employers and employees were common. But how common these contracts were around Europe, and how their form may have varied in different urban and institutional environments, is not well understood. Second, labour contracts present significant challenges in early modern labour markets. Employment contracts are best described as incomplete: it is not feasible to specify all contingencies, nor for there to be verification of all important aspects of the employment relationship *ex-post*. The incomplete nature of contracts may create a “hold-up” problem, with employers unwilling to make optimal investments in their employees. (Malcomson 1997), but the environment in which apprentice contracting took place presents further challenges. Apprenticeship indentures were service contracts, which implied open-ended relationships between masters and apprentices beyond the realm of day-to-day employment and training (Deakin 2001). While the bound nature of indentured apprentices would at first seem to be a solution to the hold-up problem, attrition over the indenture term was common (Minns and Wallis 2012, Wallis et. al. 2016).

The bound nature of the training relationship also points to a crucial aspect of apprenticeship contracts. While contracting between masters and apprentices, if successful, ensured a training relationship that both parties would commit to, these contracts were agreed in an institutional context geared towards attributing rights and privileges. Entering an apprenticeship relationship did not only entail the acquisition of skills, but also the prospect of acquiring a social, juridical and political status after completion. Contracts were connected to public authorities like guilds or municipalities who needed to register apprentices with an eye at monitoring who exactly had a right –

¹ We thank Sietske Van den Wyngaert for excellent research assistance, Delphine Bénézet and Joan Rosés for advice on translation, and two referees for their comments on a draft version of this paper.



given the legal requirements defined by these institutions – to a status as a guild member or citizen.² Therefore, this paper will chart the differences across Europe in not only the terms of the contracts but also the types of contracts used and the ways in which they were connected to the broader institutional context. While paying special attention to the different institutional contexts we will take into account the fact that the institutions concerned did not only matter for contract enforcement, but also for the granting of privileges and statutes.

Beyond the basic contours described above, were there substantial differences around Europe in apprenticeship contracts and how they were used? It is well-known that apprenticeship varied substantially on other dimensions. Term lengths were typically longer in England than in Continental Europe, though time spent in residence and in service did not always follow stated regulations (Minns and Wallis 2012). This could serve as a first indication that a field of tension existed between an economic logic of acquiring skills and a political logic of granting a certain status. In most of Europe, the completion of an apprenticeship term was the first step in accessing guild rights and to enjoy the associated economic privileges. Yet acceding a guild was often conditional upon being a urban citizen, suggesting that the political status mattered as well. In France, the option of urban citizenship was not on offer, but as guild member one nevertheless obtained economic rights and a distinct political status.

Relatively little is known as to how the characteristics of apprenticeship contracts varied around Europe, or how the broader practice of contracting varied by place. Nor have early modern apprenticeship contracts been studied through the prism of modern contract theory. In this paper we use evidence from contracts around Western Europe to describe the range of contract characteristics that were present prior to 1800. How often were contracts used, and why were they more common in some locations? Do the structure of apprenticeship contracts provide plausible solutions to the problem of incomplete information? And how were apprenticeship contracts connected to public institutions beyond the need to enforce contracts? The analysis that follows offers some preliminary insight into these questions.

2. CONTRACTING FOR APPRENTICESHIP: THEORY AND CONTEXT

Apprenticeship contracts were documents used to validate an open-ended relationship between apprentices and masters. The contract provided formal support for an arrangement in which

² Access to citizenship is covered in more detail in Working Paper 3.2. For comparisons to access to citizenship in the contemporary context, see bEUcitizen Working Papers 10.1 and 10.3.



apprentices provided labour for the master to whom they were contracted, while the master provided training and compensation in the form of perquisites (including food and lodging and sometimes clothing) and/or wages. Apprenticeship contracts might be thought of as a special form of a standard employment contract, which spell out long-term obligations between employer and employee, with compensation in an apprenticeship-based arrangement occurring mainly in the form of provision of training rather than provision of wages or salary. As in the case of modern employment relationships, apprenticeship contracts provide a description of the terms to which parties agree to engage in a long-term future relationship in which work and training takes place. Research in contract theory emphasizes the fact that labour contracts are by necessity incomplete in nature (see Malcomson 1997). It is not feasible to specify the timing, quantity, of quality of training provided in the contract in such a way that these inputs would be verifiable after the fact. Further, exogenous (and unverifiable) events that occur after the contract is agreed may affect the returns to work in training such that either party would prefer to renegotiate rather than continue with the planned arrangement. Renegotiation of this type would alter the distribution of the returns to the arrangement for both parties, and in anticipation, employers (masters) might choose to invest less in their workers (apprentices) due to the incomplete nature of contracts. An important question, therefore, is whether incomplete contracts in apprenticeship led to sub-optimal training outcomes, or if it was feasible to use the information that was available and verifiable to design a contract that would lead to relatively efficient outcomes despite being incomplete.

While contract theory is a useful tool to evaluate the way in which apprenticeship contracts were structured, it is insufficient to fully understand their role in early modern economics and societies. There are several reasons for this. First, apprenticeship contracts were distinctive in early modern Europe in that written employment contracts were rare at this time. It is perhaps unsurprising that apprentices were among the first to have written contracts: these were long-term relationships, whereas other forms of employment could correspond more closely to the “spot” labour markets described by economics textbooks, where formal contracting for the future conveyed little advantage to either party.

Another important distinction relative to modern theory relates to the “service” element of apprenticeship. Service implies a more open-ended relationship between masters and apprentices than between employees and employers in present-day labour agreements. Arrangements in which youths were bound to serve masters existed in a variety of context in Europe in the Americas beyond craft apprenticeship. Master-servant relationships have been highlighted as models under which employees could not easily separate from employers without being liable for prosecution under breach of contract (Deakin, 2001). With service contracts, it is unclear the extent to which the contract theories described are relevant; youths bound to serve masters were surely limited in their ability to easily re-negotiate terms in response to exogenous shifts in the return to the



employment/training relationship. Whether re-negotiation through the threat of departure/dismissal, or the threat of sanctions against either party was possible will depend on the institutions and practices related to contract enforcement.

Finally, it is important to note that apprenticeship contracts were set to achieve objectives beyond that of the stylized employment contract. Service was for many the first step on the road to becoming a guild master themselves and/or acquiring urban citizenship. As a result, there was often also a need to register apprentices and monitor the terms served by public institutions – which could interfere with the practice of private contracting. Guilds often imposed minimum terms and made registration of new apprentices obligatory, in order to be able to monitor whether they served the required term, and whether they were properly trained rather than being treated simply as cheap labour. Potentially, this had a bearing on the characteristics of the contracts. On the one hand, the guild could reinforce contract enforcement, because the registration fee or the prospect of access to the guild at the end of term may have discouraged the apprentice from absconding. (Epstein 1998) On the other hand, the standards set by the guild could influence the pattern of terms agreed. Firstly, the minimum terms described by the guilds potentially influenced the terms agreed upon in private contracts. Secondly, guilds often made master pieces obligatory for those who wanted to enter as a new member (and sometimes also for those who wanted to serve as a journeymen), which potentially had an effect on the learning content. For example, while a master piece typically implied demonstrating the acquisition of a broad range of skills (covering the concerned trade), a private contract could concern more specialized or specific skills. (De Munck 2010a, 2011)

The urban context is important for similar reasons. In England, apprenticeship was for many the first step en route to becoming a local citizen. For this reason, urban authorities monitored training practice within local guilds. Contracts were potentially enforced by city courts and other bodies – and the urban authority could deny status to those for whom a contract was not properly registered with either the city or with the guild. Along these lines, cities could be fairly interventionist in their approach to apprenticeship arrangements, for example by requiring civic registration in addition to private terms, or towards the other end of the spectrum treating the matter of apprenticeship training as an entirely private matter.

3. APPRENTICESHIP CONTRACTS: EXISTENCE AND REGISTRATION

Before turning to the details of existing contracts around Europe, it is worth dealing with two points: to what extent were written contracts used, and where were these contracts registered? Existence matters if we want to connect to debates about contract theory – when was it necessary (and feasible) to write down the incomplete contract rather than work with an oral agreement? In



addition, the registration of a contract may have served public and semi-public authorities who wished to supervise entrance to the urban body politic and or the guild. Where were contracts present, where were they registered, and what were the implications of the institutions used?

Extent of written contracts

While it is hard to ascertain the extent of the use of written contracts with great accuracy, we can at least establish that written contracts predominated in some parts of Europe. In both England and France, written contracts predominate from 1600, if not earlier (Hovland 2006: 72-3). In England, only written contracts in the form of indentures were recognised as the basis for an apprenticeship (Dalton: 1619: 62). In both countries, researchers have found thousands (if not hundreds of thousands) of examples of apprenticeship contracts though urban registers in England and private notarial archives in France. As this would suggest, pro-forma templates for indentures are used extensively in England, and are found in French notarial manuals. In the Netherlands (both North and South), formal written contracts appear to be much less common, despite a thriving system of apprenticeship and the presence of notaries as in the French case.

What explains differences in the extent of written contracts? It is natural to approach this issue by thinking about the costs and benefits. In London (where we have the most comprehensive evidence for England), contracts were relatively inexpensive; as noted above, they were standardized documents, prepared by guild clerks for a modest fixed charge (usually 12d). In a notarial system, by contrast, contracts could be tailored to individual circumstances, as is shown by the case of the Southern Netherlands. Although templates were used there as well, a small sample of contracts in luxury trades (notably silver smithing and the diamond sector) shows that notarial contracts could be highly customized. (De Munck 2007: 41-58; De Munck & De Kerf) Such personalised contracts could cover cases where there was more potential for dispute over future outcomes. The French case suggests, however, that the notarial system could also be used to offer a cheaper, more standardized arrangement when that suited parties. In other words, in England, the costs of contract preparation were low in average and of low variance. In France and the Netherlands, costs were higher on average but also of higher variance if there was more tailoring to circumstance, particularly in the two Netherlands.

Another benefit associated with contracts in England and France (and we know this best for the particular cases of London and Paris) is that they served as a proof of indenture to guild and urban authorities that apprentices had entered the qualifying period for membership. The case for this benefit is strongest in England, where apprenticeship and citizenship through freedom were regulated and approved by both guild and city officials. A single indenture contract recognized by both parties



for dual purposes was a plausible alternative to single register, as appears to have existed in some Italian cities, for example.

The benefits of a formal private contract are likely to vary with the characteristics of the parties who agree to train. In London, from where much of our English evidence is drawn, the literature suggests that masters and apprentices who appear on registers were often previously unknown to one another (Leunig, Minns, and Wallis, 2011). In an environment where there are few personal or community ties between masters and apprentices, formal contracting is more attractive, and while contracts were incomplete in the sense of modern contract theory, parties collected (and included in contract terms) information that was relevant to understanding the outside options of both parties and hence their likely position in the event of the desire to renegotiate. Contracts are also more attractive when the prospective economic rents associated with the apprenticeship term are greater. This feature would help to explain why in the Southern Netherlands it is much easier to find evidence of written contracts for gold- and silversmiths and the diamond sector, where the potential profits from work and trade were significant, and the value of the assets that the apprentice would work more considerable.³ A written record is probably of greater use when the duration of the agreement was long, which brought greater uncertainty about the future as well a larger potential surplus to be negotiated. Both Paris and London had long terms as well as written contracts. Finally, the structure of work, training, and compensation within the apprenticeship term could make formal contracts more or less attractive.

Registration of contracts

The next question is whether contracts were registered with an eye at contract enforcement or rather because either the apprentice or a public body needed a paper trail in order to be able to claim or monitor access to a certain standing. Here, the local institutional environment seems to have mattered a great deal, and we can distinguish between two broad approaches. In the first, contracts were frequently written and registered with public authorities. In the second, contracts were often left unwritten and registration was not required.

In France, it was typical for apprenticeship contracts to be notarized. This was not universal, however; in Brittany, for instance, some evidence suggests that contracts may have been registered with charitable institutions (*police de seigneur*) rather than local notaries. For French contracts deposited with notaries, guild officials would typically sign after authorizing training and accepting any

³ This is based on a sample of Antwerp contracts reaped from notary's archives. Database Bert De Munck, Annelies De Bie and Raoul De Kerf.



fees paid. The French model of using notaries to register contracts was also employed in many Italian cities, such as Rome, Bologna, Milan, Florence, Genoa, and Piacenza. Elsewhere, state control is observed with the registration of contracts by a municipal institution: in Venice contracts were registered with magistrates while in Catania contracts were approved by the relevant corporate consulate. In the Northern Netherlands, contracts were private and typically registered with notaries when large sums were at stake, much as in the case of the Southern Netherlands.

Private contracts were also typical in the Southern Netherlands, but here the research suggests that they were mainly unregistered: at best a quarter were notarized, and in some trades the practice of formal notarial recognition was extremely rare. (De Bie 2014: 282, Ftn 91) In all likelihood registration with a notary only happened when the parties concerned anticipated issues of contract enforcement. In the Southern Netherlands, all apprentices were registered in the guild's ledgers (either in account books or registration ledgers) which typically included their name, the date of registration and the name of their master. This enabled the guild officials to supervise access to the guild, which in practice often implied monitoring whether registered apprentices were really present on the shop floor to learn. (De Munck 2011: 230-5)

Notaries were also used in German Europe, while master acceptance of apprentices were recorded by the guilds involved. English contracts were private as in the manner described above, with guilds and civic authorities tracking registration as these mattered for future entry into the guild and/or future citizenship. Therefore, in the English case the right to decide at least one step in the process of who could accede to citizenship for many potential candidates was left in private hands, among guilds and their masters.

4. CHARACTERISTICS OF APPRENTICESHIP CONTRACTS

We have studied a selection of European apprenticeship contracts with the aim of understanding how they were used to facilitate long-term training relationships. In what follows, we use six contracts to illustrate general patterns as well as differences across legal and institutional environments: two apprenticeship contracts from England (London and rural Wiltshire), two contracts from the Southern Netherlands (one unregistered and one from a notarial archive), and a contract each from Frankfurt (German Europe) and Utrecht (Northern Netherlands). We also include a French notarial contract from Paris, which is distinctive in that it is for a female apprentice seamstress. Beyond these examples, we have looked at a selection of contracts for England and the Northern



Netherlands.⁴ The ones we have chosen to use in this piece are broadly representative, as discussed below – though we use examples from some of the contracts we have not transcribed here for illustration as well. Box 1 and 2 are classic examples of English apprenticeship contracts from Lane (1996) and Dunlop and Denham (1912). Box 3 provides a translated example of contract details from Frankfurt am Main from 1579. Box 4 and 5 are private contracts from 17th and 18th century Antwerp, one of which was registered with a notary (box 5). Box 6 is an apprenticeship contract from Utrecht dated 1752. Box 7 is the seamstress contract from Paris. Below we discuss key characteristics of contracts and their implications; these are summarised in Table 1.

Were masters, apprentices and trades specified?

Masters were specified in all the contracts we have sampled, and are present in the contracts in Boxes 1 to 7. More generally, the literature shows that in England, France, the Netherlands, German Europe, and Italy (Venice) the master-to-be is explicitly named. In the English case, we know that named masters are intended masters for training purposes, rather than the name of a guild official who might serve as a clearinghouse of sorts for incoming apprentices yet to be assigned to train with someone. There are some instances where apprentices are “turned over” to a new master on the day when their first indenture is signed, but this is rare. Overall what this tells us is that while apprenticeship contracts in each environment might be built upon an often similar generic, standardised model, individual variation in terms and conditions reflected in almost all cases the specifics of each master-apprentice relationship.

More distinctive, is that in addition to naming apprentices, contracts also typically named parents or guarantors. In some cases, the contract was written between the master and the parent or another sponsor, not the youth– usually still a legal minor – who was the subject of it. This reflected the legal incapacity of the apprentice, who was too young to independently enter a contract and was still subject to the authority of their father. It also captured one of the basic realities of apprenticeship: training was an investment by parents (or guardians) in children. This is clear in Dutch contracts, such as box 4, where Franchoy Durieu promises to pay Van Beveren, his son’s master, and Moens promises to teach diligently. Martinus, the apprentice, is not himself a party to the contract. English contracts, which dwell on the service to be performed, not the finances of the arrangement, give a greater prominence to the apprentice, who ‘puts himself’ apprentice ‘of his owne volutarie

⁴ Our decision to focus on England, France, German Europe, and the Low Countries is a practical one: participant in our workpackage have expertise on these regions, were able to locate sample contracts (and study a broader selection where possible), and have the linguistic skills to provide appropriate translations.



will' (box 2). The parent or sponsor in this case give 'consent'. In our Parisian contract (Box 7), it is the apprentice Paris who has consented to be sought and found in the case of absence. However, it is also worth noting that her father Pierre de la Marre agrees to withdraw his economic interests in his daughter as a condition of her engaging in an apprenticeship. That there is a transition in who is responsible for the young woman is clear in the way this part of the contract conditions are expressed.

Trades, occupation, or guild were typically detailed in all countries and cities studied. In France, German Europe, the Netherlands (Boxes 3 to 7) and Italy, contracts typically specify trades. The same holds in England for contracts, though guild registers of apprentices, a source which many have used to study apprenticeship, do not necessarily state the occupation in which the apprentice was to be trained. In some instances guild and occupation are a good match, but this does not hold as well for London's large mercantile guilds which included masters with a wide range of occupations. In the Southern Netherlands, when composite guilds are found (for example, pewterers and plumbers) the contract typically specifies a trade, and De Munck and De Kerf find that specialization within a well-defined guild is also present in the case of Antwerp's gold- and silversmiths (De Munck 2007: 41-58; De Munck & De Kerf).

There is little reason to expect that training took place in anything but the work in which the master was engaged. A craft apprenticeship was typically a personal relationship between the parties. It was one-to-one with masters of more modest means, though apprentices may have learnt journeymen and other apprentices in the larger workshops of wealthier masters. Returning to ideas from contract theory, if we consider the importance of information regarding outside options to ensure investment in employees under "fixed wage" contracts (Malcomson 1997), it makes sense that master details are specified rather than having apprentices signed up only to a guild at the point of indenture.⁵ Detail on how training was to take place is necessarily absent – while there may be a good understanding of the average productivity of an apprentice over time, it is not feasible to contract over individual variation in progression in advance. In most cases, as seen in English and German contracts in Boxes (1 to 3), and Paris (Box 7), full transmission of knowledge related to the trade is specified. A similar clause in the case of the Southern Netherlands (Box 4) refers to "learning" the craft "trustworthily and everything that is related to it." While it would be impossible for authorities to verify whether or not an apprenticeship was "on schedule", due to the heterogeneity of apprentices and trades, whether the trainee had learnt enough to produce and trade in a manner consistent with guild standards was more easily verifiable. While showing that training had not been delivered adequately would seem extremely difficult, however, such arguments were used in London

⁵ Here the monetary wage may be zero, but apprentices received a fixed (pre-determined in advance) schedule of compensation, as we in contracts with wages or that state standards of maintenance.



when apprentices sought to have their apprenticeship indentures ruled null and void by London Mayor's Court (Wallis 2012). In Antwerp (in the Southern Netherlands) the master pieces were adapted by the guild to market circumstances, in order to cater for apprentices who had agreed with a master on learning only a specific specialization. (De Munck 2011: 232-5)

Did contracts specify terms?

Specified term lengths were standard throughout Europe, but length and variability of term was not the same wherever you went. In all continental contexts, term lengths varied with the trade in which training took place. In addition to that, terms differed according to place (city) within trades. In many cities, there were suggested term lengths for each trade, but in practice it is not difficult to find examples of individual variation within trades, within cities. Our contract examples for the Northern and Southern Netherlands (Boxes 3, 4, and 5) show terms of four years, but it is well-known that there were variations in prescribed terms between cities, and deviation from prescribed terms within cities and trades depending on factors such as the age and previous experience of the apprentice in question. (E.g., De Munck 2011: 230-2) For instance, the Amsterdam contracts we have consulted (Appendix A) have terms that vary from 8 months to 6 years.

The patterns seen for the Low Countries are also seen in France. For Orleans, Michaud-Frejaille reports a wide range of contract lengths up to the 15th century, with differences in age dominating differences in trade. Cocula, however, finds that contract length was connected to prospective occupation in 18th-century Aquitaine. The seamstress sample contract for Paris is for a three year indenture, with the length of term added to a printed pro-forma. In England, however, practice was somewhat different. As seen in Box 1 and 2, terms of seven years were standard for craft apprenticeship after the adoption of the Statute of the Artificers (1562), though longer terms were used in some companies, such as the Apothecaries where an extra year was typically served.

There are two important differences to note when comparing English apprenticeship to standard practices on the continent. The first is that English terms were long – at seven years usually three to five years longer than was the case for the typical apprentice undertaking similar training elsewhere in Europe.⁶ Continental apprenticeship was typically not the direct route into the local guild that was English apprenticeship; shorter indenture terms were followed by a period of journeymanhood or “wandering” where former apprentices worked for masters in towns and cities other than the one in which they trained. German guilds, for instance, often required a

⁶ In German Europe, minimum terms as prescribed by the guilds tended to become longer in the 17th and 18th centuries (Reith 2007).



Wanderschaft period of up to six years; Parisian guild typically sought 3 to 5 years of journeywork experience, while requirements in both Netherlands were shorter (two years for Antwerp goldsmiths) or entirely absent.

The second difference is that English formal apprenticeship terms were poorly enforced. Minns and Wallis (2012) show late 17th century apprenticeships had high rates of attrition during the indenture term – only a minority of apprentices were present in the household of their master at the end of the specified term, with about half leaving after only 3 or 4 years of training. Early departure is also seen to some extent in towns and cities outside of England. A similar pattern has since been found for Shrewsbury (Wallis et. al., 2016). In France, early departure (albeit from shorter contracted terms) is also evident in Lyon, where just under 20 percent of registered apprentices have their contracts cancelled (Wallis et. al., 2016) In Leiden and Amsterdam, exit rates were similar to what was found for London, though for a smaller set of more specialised guilds.

These comparisons bring us to an important difference in contracting between the cities and countries studied: in Continental Europe, formal terms were more likely to be adjusted in response to the characteristics of apprentices and masters entering into training. In England, adjustment of these terms more often happened informally after the passage of the Statute of Artificers. Rappaport (1989, Table 8.9) does find more variation in terms in the mid-16th century, though they remain almost uniformly long relative to continental practice. Contracts for indentured servants travelling to the American Colonies do vary according to destination, skill, and personal characteristics. It would appear that the Statute of Artificers imposed a binding formal restriction on contract practice in England that masters and apprentices found informal ways to work around. This raises two important questions. First, what were the implications for delivering effective training when contract terms were violated with such frequency? That this appears a persistent feature of English apprenticeship practice implies that frequency of attrition must have been built-in to expectations rather than a surprise to many masters and apprentices. In other words, the structure of English contracts implied high rates of re-negotiation as agreements were terminated mid-stream; one way to square this with contract theory is that information about who masters and apprentices were (that we see specified in contracts between relatively anonymous parties) provided information about outside options and therefore the likelihood of eventual attrition. Such an argument is consistent with results on apprentice attrition in Minns and Wallis (2012). Contracts for the Northern and Southern Netherlands show clauses designed to compensate masters for early departure on the part of apprentices. If Francus Van de Welde left his term early, a payment of 100 guilders was due to his master Francois van Ceulen (Box 6, while in Amsterdam (Appendix A), Arnoldus van Hardenbech's brother Jan provided a surety of 1000 guilders. One should recall however, that notarial contracts were not the norm in the Northern Netherlands. These examples show that parties were aware of the value of



such clauses, and would deploy them in the minority of cases where economic rents and valuable assets were at stake.

Residence and maintenance

Practice related to residence with the master was somewhat varied across the contracts we have been able to explore. In the Southern Netherlands, private, notarized apprentice contracts typically indicate that apprentices were expected to reside with their master (see De Munck 2010b: 11 and the Van de Velde contract in Box x), but orphan apprentices usually kept lodgings in the orphanage. Similar patterns are observed in the Northern Netherlands. In the contract cited in Box y, Henrij Lamberts is boarding with his master, but orphan apprentices were not typically lodged with masters (Schalk 2016).⁷ Contracts for Amsterdam (Appendix A) reveal a range of maintenance arrangements, from room and board (sometimes allowing periods of absence to attend church, study, or visit family, to specified hours of work in the master's shop with meals and accommodation remaining with the apprentice's family. In France, differences are apparent by trade. Most contracts specify whether the apprentice was to live with the master, responsibility for clothing and food is not always outlined. But in some trades, for example painters, sculptors, shoemakers, textile producers, and bouchonniers, apprentices rarely resided in the master's house. This may in some cases reflect the limited conditions the master could offer, as those in fairly low-end trades had less capacity to provide space and possibly provisions to live-in apprentices. The seamstress apprenticeship contract in Box 7 makes no reference to maintenance; indeed, it explicitly states that the seamstress is not obliged to provide beyond teaching and humane and gentle treatment of the apprentice. This is also offered as part explanation for why orphan apprentices did not necessarily reside with masters in the Netherlands. In Italy, migrant apprentices typically resided with masters, as living arrangements were not mentioned in many contracts it seems plausible that co-residence was not the norm for apprentices of local origin. Arrangements related to residence and maintenance were an important, negotiated feature of German apprenticeship contracts as well.

Residence and maintenance in general came together; however, in some cases maintenance that was formally provided by the master was financed by advance contributions by parents in the form of apprenticeship premiums and the like. Daniel Defoe (1752, p. 12) saw higher premiums paid by parents to be a sign of "unreasonable fondness and partiality". Box 3 shows that Johann Steken was to be at least partially maintained by his father over the course of the indenture. French apprentices often received specified maintenance during the term, including more durable assets

⁷ In the Southern Netherlands, the extent to which apprentices boarded with their master appears to have declined (perhaps substantially) in the 17th and 18th centuries,



such as tools. Another, more general form of maintenance would be the payment of cash wages during apprenticeship. Here the evidence is quite mixed. Wages were illegal in London, though scattered examples of their being paid do exist. In France it looks like the majority of apprentices did not receive wages, as seen in the contract we include in Box 7, but it happened enough that one could not refer to it as uncommon per se – though most of this evidence comes from prior to 1500. (Kaplan 1993; Michaud-Frejaville 1981) In addition, when wages were paid, they appear disproportionately towards the end of the apprenticeship term. Wages were rare, but we can again find instances of wages paid to apprentices, particularly towards the end of their term. This would be consistent with the notion that payments based on increased productivity after successful training were necessary to keep the apprentice engaged; they also serve as a form of deferred compensation that could potentially secure self-enforcement in the apprenticeship contract. A similar pattern is seen in weaving and spinning in Italy. German apprentices in some cities and trades would receive wages, but these were not necessarily laid out in contracts, as they were specific to the guild in question.

In the Northern and Southern Netherlands, there is more frequent evidence of the use of wages in apprenticeship contracts, especially for orphans (who mostly did not board with their master). Orphan apprentices in both the Northern and the Southern Netherlands typically received wages throughout, and the profile of payments over age and experience suggest a match to the likely productivity of charges. There is evidence elsewhere in the Low Countries of cash stipends being paid to relatively poor apprentices; among Amsterdam's cooper apprentices (1722-1783), about a third of agreements specified that wages were paid. It appears that payments often were made to apprentices who did not board, as no contracts specify both training premiums (associated with residence with the master) and wage payments. Henrij Lambert's contract in Utrecht (Box 6) details the structure of premium payments from apprentice to master, but offers no indication on wages. Amsterdam contracts we have examined (Appendix A) show annual premiums and in the case of Arnoldus van Hardenberch, an additional bond-type payment or lay out the structure of weekly wage payments, such as in the case of Rieuwert Dircksz. We find the same for the Southern Netherlands – Martinus Moens's public contract indicates a premium and how it will be paid over the time, while Francus Van de Welde's private notarial contract outlines a wage schedule over the term and a penalty payment of 100 guilders if the apprentice leaves early.

Differences in the use of wages in contracting are potentially important for understanding the market for apprenticeship training. The model seen for some apprentices in the Low Countries, most notably among orphans and poor children, would appear to correspond more with a stylised model of a youth labour market, where young workers receive wages roughly in line with their productivity, less any maintenance costs (and possibly on the job training received, though that's harder to say). Here "apprenticeships" may have been used to placed young people in jobs where



they would learn on the job, but without direct human capital investments on the part of masters and employers. More classic, unpaid apprenticeship in England and France (where apprentices also paid to train, as discussed below), and for elite trades like gold- and silversmiths in Antwerp, are potentially better suited to an environment with direct investments in vocational training.

Training fees

Training fees were part of apprenticeship throughout Europe. Deliverable 3.2 provides a comprehensive analysis of the financial costs paid by apprentices to masters, guilds, and urban authorities to be able to enter and/or complete training. (Wallis, de Munck, et. al., 2015) As shown in the earlier deliverable, costs vary widely around Europe. But how such costs were integrated into the contract varied. In the French case, payments to masters were common in some trades, rarer in others, with fees paid explicitly stated in the contract. A similar situation held in England, with premiums common, but far from universal, and a wide range of prices charged. After they became the focus of a tax in the eighteenth century, English apprenticeship contract forms were designed to accommodate potential payments, with blank spaces in a pro-forma template for parties to fill in the details. Before then, the details of premiums and any guarantees that parents made to masters were often left out of the indenture, or recorded in a supplementary deed. In German Europe, training fees were based on guild or civic ordinances, though some tailoring based on individual circumstance possible. Italy appears not too different - in about a quarter of contracts for which we have evidence the master receives a payment, with fees typically dependent on guild regulations. In the Northern Netherlands payments to masters were often seen among youths of better-off families training in trades with greater economic potential. Among our Amsterdam contracts, we find fees for merchant apprentices and a surgeon, but not for more modest tailors or carpenters (Appendix A). Another context in which premiums are seen in the Northern Netherlands are among apprentices who were boarding with masters; this is consistent with the notion that these payments were used in part to cover maintenance expenses, as described in the previous section. In the Southern Netherlands (Box 5), our notarial diamond cutter contract includes a penalty clause and mentions registration fees, but no side payment to the master is included. The broader literature suggests, however, that only a minority of apprentices has such contracts, which are dwarfed by the number of oral agreements or unregistered contracts.

We appear to have identified some differences in how training fees were linked to apprenticeship contracts, as well as the presence of contracts in the first place. In some markets these fees were largely unregulated additions to training agreements, but the evidence from London's courts (Wallis 2012) suggests that in some environments these could be recovered in the case of breakdown. Other markets featured fees that appear to be regulated and even standardized by guild



authorities, but here we know less about what happened to payments if training relationships broke down. Some evidence comes from notarial contracts, where they exist: in the Southern Netherlands. Notarial contracts increasingly included default clauses, which could be very detailed, with different specifications according to when exactly the contract was breached. The trend of including default clauses may have been related to changes in the power of guilds to enforcing contracts (De Kerf, 2014a: 168-172, 209-44; 2014b: 246-52).

Another question worth considering perhaps is the structure of payments. In England (as far as we know), the majority of premiums were to be fully paid in advance. This has implications for credit-constrained would be apprentices. In France, the evidence suggests that premiums were often structured differently, with annual payments to the master by apprentices and their sponsors. In the Northern Netherlands, premiums were typically paid in instalments, as the sample contract in Box 6 makes clear. We find the same in the contract for Martinus Moens in the Southern Netherlands (Box 4). Staggered payments would give masters incentives to continuously provide good training throughout the contract term in environments where training fees could not easily be recovered by unsatisfied apprentices. That it was relatively easy to have your indenture annulled and a share of the premium returned in England suggests that the commitment device of payment structure may have been less important there.

Behaviour and conduct

One of the more interesting cleavages between English and Continental European contracts emerges in the detailed instructions for what apprentices can and cannot do during their terms. English contracts universally lay out conditions of behaviour that are unacceptable among apprentices – gambling, fornication, marriage to focus on a few. More than a quarter of the space in contracts was devoted to these issues. These behavioural clauses were a standard feature of the template for English apprenticeship contracts from the fourteenth to the nineteenth centuries, with the wording of indentures on these issues being repeated almost verbatim for close to five hundred years. On the continent, prescribed behaviour and conduct is not part of the contract – the “moral” dimension observed in the English case does not appear.

Is this a meaningful distinction between England and the rest? It does not seem likely that European masters were less concerned about the conduct of their apprentices than the English – concern about rowdy apprentices and the like appear in the contemporary literature in Germany and elsewhere much as they do in England. Any real difference in interest would presumably have produced differences in language, not this repetitive set of legacy clauses. One difference between England and the continent is the masters had a more clearly defined paternalistic role in England. Virtually all apprentices were boarding in England, which meant that masters were responsible for the



“moral development” of their charges in a way that might not be the case for Amsterdam apprentices who lived and ate with their parents. That said, the implications of apprentices with “bad morals” were large for masters whether or not their charges were boarding. An apprentice who is unable to learn and work because of extra-curricular activities would be a bad investment in either case. One possibility is that the difference in contracting reflects cultural differences in responsibility for youth development. In England, this was a private, family matter – it was parents (or in the case of masters, the surrogate with responsibility) who were responsible for behaviour of youth, and this may account for contract terms that emphasize the ways in which apprentices must obey and respect their masters. On the continent, enforcing moral behaviour was much more of a communal affair, and less a private arrangement between parents/masters and their children or apprentices.

Contract Enforcement

This is clearly an area that straddles the line between formal and informal characteristics, and what is verifiable or not. Much can be done to enforce contractual behaviour before parties choose to use formal mechanisms; by the same token, parties will likely find “wobble room” to not fully satisfy obligations before the other party chooses to pay the costs required to seek external resolution. Formal contract enforcement might also not be all that important if contracts and training relationships more generally were designed to be self-enforcing: in other words, to give both parties strong incentives to deliver on their side of the agreement throughout the term.

What did the institutions for formal contract enforcement look like around Europe? In France, enforcement was a civil matter; parties could sue one another before municipal authorities. Box 7 shows an additional instrument clause added to the contract to deal with contract enforcement – the apprentice (or more likely, her family) have provided a bond of 30 livres that will be forfeit should she abscond from her mistress. Evidence from the Northern Netherlands shows that guilds and urban authorities were not usually directly involved in contract enforcement; parties went to the courts, and typically only after private negotiations had failed. Indeed, the sample contract in Box 6 specifies that the relevant tribunal was the city court of Utrecht. Recent findings of Raoul De Kerf for the Southern Netherlands suggests that the role of guilds declined in the seventeenth and eighteenth centuries, with guilds progressively losing their contract-enforcing role (to the extent that it existed before) and municipal courts becoming the last resort. (De Kerf 2014b). Similar patterns by and large hold in England. Apprentices wishing to void their contracts could go to the courts to do so; in London, the Lord Mayor’s Court served as an effective “divorce court” for unsatisfied apprentices and masters. Interestingly, to make it easier for both parties to walk away from their terms, a common feature of London apprenticeship contracts is that many were not properly registered in the first place. In other words, when parties might know in advance that they would prefer not to enforce



contracts, avoiding formal rules and regulations in first place guaranteed the right of exit. (Wallis 2012) That most apprentices in the Northern Netherlands were only registered with guilds suggests that a similar mechanism may have been operating there. An intriguing question, but one that is very difficult to answer with the information to hand, is what implications this might carry for how one looks at apprenticeship contracts with reference to modern contract theory – if it's easy to get out, and masters knew this, then you'd expect masters to invest relatively little in their unregistered apprentices. Premiums could help compensate for this, but we know they were often reimbursed in such a manner that courts saw them as largely paying for maintenance costs.

Informal characteristics of contracting

It is more difficult to pin down what the informal characteristics of apprenticeship contracts were. One reason for this is that the rules and written regulations (and examples of how they were put into practice) are known in many cases; less is known about whether they were supported, and if so how, by informal practice. As outlined above, we know that in several contexts, potentially binding legal arrangements outside of the apprenticeship indenture were used, possibly to encourage training relationships to be established in the first place, possibly to prevent the worst possible cases of opportunism in others. Historians have identified, however, several avenues that are worth exploring.

The first is the importance of honour and reputation in early modern societies. Reputation has of course been identified as important in modern labour markets too, and in other historical settings (see Greif, Carlos and Nicholas, etc.) Contemporaries of early modern guild apprenticeship, such as Campbell, Collyer, and Defoe, wrote extensively about the expected conduct of apprentices during their terms. Formal contract characteristics may not be that well defined, or enforcement mechanisms clearly identified, if reputational concerns drive parties to self-enforce. When was this likely to be the case? Most obviously when individuals faced significant potential reputational losses if they did not fulfil their side of the agreement. For masters working within a guild framework, poor supervision of their charges may have been observable (and resulted in sanctions) if guild colleagues were so inclined. This would seem most likely when guilds were modest in size (so that members could be easily monitored), but large enough relative to the local market for reputational damage to matter to the guild. For apprentices, failing to fulfil their side of the indenture bargain should have been costly when this would have had adverse reputational effects for them. Clearly it did within the town or city within which they trained – we find little evidence of “failed” apprentices resident elsewhere in London or Bristol if they had left their master's household before the scheduled end of their indenture. But poor performance may not have mattered too much in the longer run if apprentices could abscond to other urban areas where their history in the town in which they were



indentured is unknown. In other words, apprentices with good outside options would be harder to pin down without formal mechanisms.

Another feature of apprentices and masters that may matter for the extent of formal contracting are personal characteristics that may promote self-enforcement, or open other informal avenues. If apprentices and masters were likely to be known to one another, then kin, friendship, and professional ties would be expected to be more preponderant, leading to better information outside of the contract, and more avenues to secure enforcement or compensation in the case of non-enforcement. With relatively anonymous training markets, the contract would seem to be relatively more important.

5. CONCLUSIONS

The preliminary conclusions we draw from our study of contracting for apprenticeship in Early Modern Europe are as follows:

1) Formal, written contracts are found in all major training centres, but appear much more frequently in England, where costs were low and benefits relatively high, than in say the Northern or Southern Netherlands, where the trade-off between expenses and returns were less favourable.

2) The core content of the (private) apprenticeship contract is fairly uniform around Europe – parties are identified (master, apprentices, parents or guarantors), as is trade and a commitment to “complete” training. Any compensation received by the apprentice is described directly or by inference to local urban practice.

3) One difference is that the package of training and compensation offered was not uniform across space. In the Netherlands, for instance, wages were frequently paid (and described in the contract), but not elsewhere. Regarding residential practice, English contracts outside of the city of London could not refer to “customary” practice and therefore had to provide more detail. A more interesting practical difference is that English contracts outlined unacceptable behaviour on the part of apprentices in much more detail than in other contracts we have seen. One should be cautious about over-interpreting this finding – it may be a historical legacy that was not updated in standardized, pre-printed contract forms, rather than a pressing element facing masters and guilds – but at first glance it does appear consistent with cultural differences between England and the rest of Europe regarding the role of parental versus communal authority in the maintenance of order and good behaviour.

4) Private contracts, detailing legal arrangements between masters and apprentices, exist in all markets we have studied. In some locations, registration by public authorities (guilds and cities) are



also found as a complementary process. The relationship and tension between private contracting and public registration emerges as an important element, and one in which the difference between regions was huge. While pointing to the importance of the institutional context, it reminds that parties sought to pursue different objectives: on the one hand, agreeing on the acquisition of skill, on the other, monitoring access to freeman status.

5) Were early modern apprenticeship contracts well-designed from the perspective of ensuring efficient training to take place? This is perhaps the most interesting question, but also the most difficult to answer in a conclusive way. One argument made in the literature on incomplete contracts is that efficient training may occur if parties have enough information about potential outside options. Where written contracts were used, details on place of origin and family background (the occupation of the father or guarantor) indicate that parties should have some idea about what apprentice outside options were. Some written contracts explicitly include sureties or penalty clauses in the case of default, which would discourage renegotiation, at the cost of altering selection into apprenticeship. Finally, the possibility of re-negotiation over a shared surplus will be lower when that surplus is smaller. Wallis (2008) and Schalk (2016) argues that this may well have been the case for many English and Low Country apprenticeships – productivity was fairly high relative to the cost of maintenance, meaning that masters were less likely to be out of pocket in the case of early departure.



REFERENCES

Bridget Anderson, Isabel Shutes, Sarah Walker (2014), "Report on the rights and obligations of citizens and non-citizens in selected countries." bEUcitizen working paper 10.1.

Bridget Anderson, Michal Alfasi-Hanley, Verdrana Baricevic, John Gal, Efrat Keidar, Dorota Lepianka, Karen Murphy, Nurial Elena Ramos Martin, Isabel Shutes, Sarah Walker (2016), "Citizenship and work: case studies of differential inclusion/exclusion." bEUcitizen working paper 10.3

Ann Carlos and Stephen Nicholas (1990), Agency problems in early chartered companies: the case of the Hudson's Bay Company. *Journal of Economic History*, 50, 853-875.

Anne-Marie Cocula (1993), Contrats d'apprentissage du XVIIIe siècle: quelques enseignements d'une moisson aquitaine. *Revue d'histoire moderne et contemporaine*, 40, 423-435.

Michael Dalton (1619), *The Country Justice*. London: Society of Stationers

Simon Deakin (2001), The contract of employment: a study of legal evolution. *Historical Studies of Industrial Relations*, 11, 1-36.

Annelies De Bie (2014), 'The Paradox of the Antwerp Rose: Symbol of Decline or Token of Craftsmanship?' In Davids, Karel and De Munck, Bert eds. *Innovation and Creativity in Late Medieval and Early Modern European Cities*. Aldershot: Ashgate, pp. 269-293.

Raoul De Kerf (2014a), *De circulatie van technische kennis in het vroegmoderne Antwerpse ambachtswezen, 1500-1800 (casus kuipers en edelsmeden)*. Antwerp (Unpublished doctoral dissertation, UA).



Raoul De Kerf (2014b), 'The Early Modern Antwerp Coopers' Guild: From a Contract-enforcing Organization to an Empty Box?' In Davids, Karel and De Munck, Bert eds. *Innovation and Creativity in Late Medieval and Early Modern European Cities*. Aldershot: Ashgate, pp. 245-267.

Bert De Munck (2010a), 'One Counter and Your Own Account. Redefining Illicit Labour in Early Modern Antwerp.' *Urban History* 37/1: 26-44.

Bert De Munck (2010b), 'From Brotherhood Community to Civil Society? Apprentices Between Guild, Household and the Freedom of Contract in Early Modern Antwerp.' *Social History* 35 (2010) 1: 1-20.

Bert De Munck (2011), 'Gilding Golden Ages. Perspectives From Early Modern Antwerp on the Guild-Debate, c. 1450- c. 1650.' *European Review of Economic History* 15: 221–253.

Bert de Munck & Raoul De Kerf, 'Wandering about the learning market: Early modern apprenticeship in Antwerp gold- and silversmith ateliers', Paper for the session 'Learning and Training patterns of skilled Labour force in preindustrial Europe' at the *Tenth European Social Science History conference* in Vienna, 23-26 April 2014.

Daniel Defoe (1752). *The complete English tradesman*.

Epstein, Stephan R. (1998). 'Craft Guilds, Apprenticeship, and Technological Change in Pre-Industrial Europe.' *Journal of Economic History* 58/3: 684-713.

Olive J. Dunlop and R. D. Denham (1912), *English apprenticeship & child labour: a history*. Macmillan.

Stephan R. Epstein (1998), *Craft guilds, apprenticeship, and technological change in preindustrial Europe*. *Journal of economic history* 58: 684-713.



Avner Greif (1989), Reputation and coalitions in medieval trade: evidence on the Maghribi traders. *Journal of Economic History*, 49, 857-882.

Stephanie Hovland (2006), Apprenticeship in later medieval London (unpublished PhD thesis, University of London)

Jane Humphries (2003), "English apprenticeship: a neglected factor in the first industrial revolution." *The economic future in historical perspective*: 73-102.

Stephen Kaplan (1993), L'apprentissage au XVIII^e siècle: le cas de Paris. *Revue d'histoire moderne et contemporaine*, 40, 436-479.

Joan Lane (1996), *Apprenticeship in England, 1600-1914*. Routledge.

Tim Leunig, C. Minns, and P. H. Wallis (2011), Networks in the premodern economy: the market for London apprenticeships, 1600-1749. *Journal of Economic History*, 71, 413-443.

James Malcomson (1997), Contracts, hold-up, and labour markets. *Journal of Economic Literature*, 35, 1916-1957.

Françoise Michaud-Frejaville (1981), Bons et loyaux services: les contrats d'apprentissage en Orléanais (1380-1480). *Actes des congrès de la Société des historiens médiévistes de l'enseignement supérieur public* 12, 183-208.

Chris Minns and Patrick H. Wallis (2012), Rules and reality: quantifying the practice of apprenticeship in early modern England. *Economic History Review*, 65, 556-579.

Sheilagh Ogilvie (2008), Rehabilitating the guilds: a reply. *The Economic History Review* 61, 175-182.



Steve Rappaport (1989), *Worlds within worlds: structures of life in sixteenth-century London*. Cambridge University Press.

Reinhold Reith (2007), Apprentices in the German and Austrian Crafts in Early Modern Times: Apprentices as Wage Earners?. *Learning on the Shop Floor: Historical Perspectives on Apprenticeship*: 179-203.

Ruben Schalk (2016), Splitting the bill: matching schooling to Dutch labour markets, 1750-1920. PhD Thesis, Utrecht University.

Patrick H. Wallis (2008), Apprenticeship and training in premodern England. *Journal of Economic History*, 68, 832-861.

Patrick H. Wallis (2012) Labor, law and training in early modern London: apprenticeship and the city's institutions. *Journal of British Studies*, 51, 791-819.

Patrick H Wallis, Clare Crowston, Claire Lemerrier, and Ruben Schalk (2016), Working paper on rates of failure to qualify for citizenship and trades. bEUCitizen working paper 3.4.

Patrick H Wallis, Bert de Munck, Clare Crowston , Marcel Hoogenboom, Raoul de Kerf, Christopher Kissane, Chris Minns, and Maarten Prak (2016), Barriers to Citizenship and Trades in Early Modern Europe. bEUCitizen working paper 3.6.



Box 1: Apprenticeship indenture from Lane (p. 251), 1701

This Indenture witnesseth that John Greswold son of Henry Greswold of Solehull in the County of Warwick decd doth put himself Apprenitce to Henry Lyell Citizen and Tallow Chandler of London to learn his Art and with him (after the manner of an Apprentice) to serve from the day of the date hereof until ye full end and term of Seven years, from thence next following to be dully complete and ended During which term the said Apprentice his said Master faithfully shall serve, his Secrets keep his lawful Commandments everywhere else gladly do, He shall do no damage to his said Master nor see to be the don of others, but he to his power shall let or forthwith give warning to his said Master of the same. He shall not waste the goods of his said Master nor lend them unlawfully to any. He shall not commit Fornication nor contract Matrimony within the said term. He shall not play at Cards, Dice, Tables or an other unlawful Games, whereby his said Master may have any loss with his own goods or others during the said term without licence of his said Master he shall neither buy nor sell. He shall not haunt Taverns or Playhouses, nor absent himself from his said Masters service day nor night unlawfully. But in all things as a faithful Apprentice he shall behave himself towards his said Master and all his during the said term: And the said Master his said Apprentice in the same Art which he useth, by the best means that he can shall teach and instruct or cause to be taught and instructed, finding unto the said Apprentice meate, drink apparel, lodging and all other necessaries, according to the Custom of the City of London, during the said term. And for the true performance of all and every the said Covenants and Agreements, either of the said parties bind themselves unto the other by these presents. In witness whereof the parties above named to these Indentures interchangeably have out their Hands and Seals the Eighteenth day of December in the Thirteenth Year of the Reign of our Sovereign Lord William the Third King over Enfland 1701.



Box 2: Apprenticeship Indenture from Corsham, Wiltshire, from Dunlop & Denham, page 352-3

“This Indenture made the sixteenth day of January in the Seaventh yeare of the Reigne of our Sovereigne Lady Anne of Greate Brittainne ffraunce and Ireland Queene Defender of the ffaith ex Anno qo Dom 1708 Betweene William Selman of the pish of Corsham in the County of Wiltes Husbandman And Richard Selman son of the sd William Selman of the one pte And Thomas Stokes holder of the pish of Corsham aforesaid Bdoarweaver of the other pte Witnesseth that the said Richard Selman of his owne voluntarie will and with the consent of his sd ffather William Selman Hath put himselfe an Apprntice unto the said Thomas Stokes and with him hath covenanted to dwell as his Appntice from the day of the date hereof until the full end and terme of Seaven Yeares fully to be complete and ended during all which tyme the said Richard Selman shall well and faithfully serve him the said Thomas Stokes his master his secrets lawfully to be kept shall keep his Commandmts lawfull and honest shall doe and execute hirt unto his said Master hee shall not doe nor consent to be done Tavernes or Alehouses hee shall not haunt Dice Cardes or any other unlawfull games hee shall not use ffornication with any woman hee shall not commit during such tyme as he shall stay in his Masters service Matrymony with any woman hee shall not Contract or epouse himselfe during the said Terme of Seaven yeares The goods of his said Masters inordinately hee shall not wast nor to any man lend without his Masters Lycence from his Masters house or business hee shall not absent himselfe or plong himselfe by ight or by day without his Masters leave, but as a true and faithfull servant shall honestly behave himselfe towards his sd Master and all his both in words and deedes And the said Thomas Stokes doth for himselfe his Executors and Administrators promise and Covenant to and teach or cause the said Richard Selman to be taught and instructed in the trade Art science or occupation of a Broadweaver after the best manner than he can or may with moderate Correction finding and allowing unto his sd Servant meate drinke Apparrell Washing Lodging and all other things whatsoever fitting for an appntice of that trade during the said term of Seaven yeares And to give unto his sd Appntice at the end of the sd terme double Apparrell (to witt) one suite hor holy dayes and one for worken dayes, In witness whereof the said pties to these psent Indentures interchangeable have sett their hands and seales the day and yeare first above written Sealed and Delived in the psence of

Thoms (his marke) Stokes



Box 3: Apprenticeship contract from Frankfurt (A-M), Wesoly, Anhang 2, 402, (translated by C. Kissane.)

Let it be known that the virtuous Engelhart Zahn, ropemaker and citizen of Frankfurt, has accepted and hired a young apprentice, called Johann, son of the honourable Johann Steken, who hails from Frankfurt, currently inhabitant and schoolmaster in Weillmunster, to teach the craft of ropemaking, for three years...

His father Johan Steck will keep him in clothing for the time of his apprenticeship years...

The apprentice should give his master diligent and willing service for the three years...

In addition, where the apprentice has been wronged or delated, it brings damage to many in the craft, and the named Engelhart shall have the boy hired and trained by another master for the last years, and provide costs and damages to the boy's father.

Similarly, where he, the master, dies by the will of God in the meantime... his wife should train the boy or have him bound to another master to train.

Done and adopted in the presence of the honourable Johann Steken, the boy's father, and Heinrich Wenz, citizen of Frankfurt.

Dated 11 April 1579



Box 4: Private Apprenticeship Contract from Antwerp, 1655 (translated by Sietske Van den Wyngaert)

On the 25th of June Franchoys Durieu and Margarethe Reyns his wife as the first party and Matheeus Van Beveren, woodcarver by profession, as the second party have assembled to arrange the apprenticeship of Franchoys' son Martinus Moens to Matheeus Van Beveren in the craft of woodcarving, in which Matheeus Van Beveren promises to teach Martinus diligently the art or science of his craft or art and so the aforementioned Franchoys has to pay the aforementioned Matheeus in two payments a sum of twenty four, fifteen guilders after the first year of the apprenticeship and the sum that is left in the second year and the following two years without any sum to pay, so that the term is a total of four years, both parties have given their word and both parties have given their signature.

Francois Durieu

1655



Box 5: Private Notarial Apprenticeship Contract from Antwerp, 1731 (translated by Sietske Van den Wyngaert)

July ninth 1731

Officially appearing Jan Paulus vande Velde master diamond cutter, who is the first party and Francois van Ceulen, also master diamond cutter, who is the other party. Both parties state to have agreed on the following: the first party is apprenticing his son Francus Van de Velde to the second party to spend an appropriate amount of time each day learning the craft of diamond cutting as the second party performs it and will provide this apprenticeship for a term of four consecutive years starting on the tenth of this month, tomorrow. During this period the son of the first party will come to the house of the second party where he will be learning the craft, obey his master and behave in the way an apprentice should behave.

During this period the second party has to promise the son of the first party to learn the craft as referred to trustworthily and everything that is related to it. In the case that the son of the first party does not behave or if he misbehaves as an apprentice, the master will have reason to send him away before the four-year term is completed. Or if the apprentice leaves his master without legitimate reasons the first party is to pay the second party for the period of time that the apprenticeship was completed 100 *gulden* In case the master or son of the first party dies before the four-year term is completed the contract will be ended. If the son of the first party is to fall ill during the time of the apprenticeship Or if he is in any way absent without the permission of his master he is still to fulfil the four-year term In this case the registration fee is still to be paid by the first party. If the son of the first party behaves and works as was agreed upon his master will pay him half a schilling a week for the first year of the term, one schilling a week for the second year, two schillings a week for the third year and three schillings a week for the fourth year of the term in [*wisselgelt*]. The parties that are part of this notarial deed should follow the terms as are stated in this agreement in good faith.

This deed was drafted in the presence of Franciscus Verbert ende Petrus Schepmans

Who were witnesses

Signatures of both parties and the witnesses



Box 6: Apprenticeship Contract from Utrecht, 1752 (translated by R Schalk)

Appeared before me Nicolaes de Graef [the notary], the gentleman Paul Henrij De la Crois des Ouche, living in Oudegijn [Utrecht neighborhood] on the one side, and monsieur Gerrit Jans Harms, master tailor over here [in Utrecht], on the other side, declaring the former person appearing for himself and on behalf of his heirs to have agreed with the second person appearing That the second person appearing will for the time of four years consecutively provide board and food to a person named Henrij Lamberts, and to teach him as much as feasible the functions of tailoring Starting July 6, 1752.

For which the gentleman first appearing will pay to the second appearing annually and each year the sum of onehundred ten guilders and ten stuivers due every half year to half year with twentyfive guilders and five stuivers That the aforementioned Henrij Lamberts shall be obliged to provide all the possible services and assistance to the second appearing as his boss be it early or late, as it is demanded of him, without demanding anything in return For which the gentleman first appearing will provide a helpful hand to the second appearing, should this be desired.

And when aforementioned Henrij Lamberts shall quit his service within the aforementioned time of four years or absent altogether or if the first appearing person shall send him somewhere else or take him out of service then and in these cases the first appearing will provide and pay to the second appearing the full four years of costs and learning money namely fourhundred and fortytwo guilders promptly and precisely without any exception which he agreed and promised to so do

To comply and fulfill the foresaid contract both contractants declare to pledge their person and full belongings, submitting themselves to the judiciary of the city courts en laws with special submittance and compliance to the judiciary and execution of the noble court of Utrecht And to repeat and reiterate and acknowledge and condemn voluntarily the one on behalf of the other the content of what has been said above Thereby both appearing do declare and constitute Hendrick van Dam prosecutor of the noble court and Dirk van Lobbeijt prosecutor of the noble court of Utrecht and all others fulfilling these offices in the time coming to promise as said above

Thus passed in Utrecht in presence of the gentlemen Martinus de Koning and Jacques Richard as witnesses on the 29th of June 1752.



Box 7: Apprenticeship Contract from Paris, 1716 (translated by C Minns)

Before the royal councillors, notaries at chastelet de Paris, was presented the undersigned Marie Anne Paris, daughter of Pierre de la Marre, domestic servant to Madame the Marquise of Conoullon, and her current guardian, rue des Cunelles, Faubourg Saint Germain parish of Saint Sulpice who renounces future profits

In apprenticeship from today for the following three consecutive years with Margueritte Hautemeule, women of exception and Seamstress in Paris and previously sworn to her community, rue Saint Dominique parish of Saint Sulpice

Who is present and accepts the said Paris as her apprentice, who she promises to demonstrate and teach her profession of Seamstress without reservation, to treat her gently and humanely as any other thing she owns, with no obligation to provide her with anything else

During the term of the apprenticeship, the said apprentice promises to learn as best as she can what she is shown and taught by the said mistress, to serve her loyally and without absence, in the case of absence the said Paris consents that she will be looked for in Paris and its suburbs and returned to the said mistress, and consents that she will have to finish the time agreed against the sum of 30 livres received today by the said mistress.

In the presence of Francoise Barbe, Marie Guerrier, Marie Anne Lecrespe, Margueritte Leselle, Elizabeth Duquesne, and Claude Lousie le Mercier, agent.

All the present seamstresses and related merchants in Paris, sworn to their community, agree that they have heard the terms of this contract, recognize its terms, and have received payment, including 20 sous for the poor. For the purposes of this contract, the parties have provided their domiciles in which they dwell, and their locations, etc., notwithstanding, etc., promising, etc., obliging, etc., renouncing, etc., agreed at the office of the said commission six rue sainte croix de la Bretonnerie, parish of Saint Paul, 1716, the 28th of January in the afternoon and have signed.



APPENDIX

Appendix A: Apprenticeship Contracts from Early Modern Amsterdam (translated by M Prak and R Schalk)

Van Dillen #264, p. 130. October 28, 1636: Klaas Jansz. Van Witmond, 16 years, is placed by his brother, a journeyman tailor, with Antony Henrix Tust, painter and citizen of this town, for six years to live “in his house and lear to paint and everything related”. It is agreed that the apprentice “will only eat at his master’s table during the last two years, unless his master would desire so”. The master promises to give him, on top of room and board, a weekly wage of 8 pennies [stuivers] in the first two years, 14 pennies in the next two and 28 pennies in the final two, “to be paid at the end of each week, “to take care of his clothing”. The apprentice will serve his master loyally, “and not be allowed to part from his master [during the six years] and work as a painter with another master of for himself anywhere within these United Provinces”.

Van Dillen #433, p. 227. May 20, 1639: Jan van Hardenberch, merchant in Amsterdam, concludes a contract for his brother Arnoldus, 18 years of age, who will be apprenticed with Carel Givry, who runs an apothecary shop, for three years. Givry will teach Arnoldus “in the apothecary, the complete shop, all its arts and everything related to it”, without hiding anything from his apprentice, provided “the servant will preserve the secrecy of his art and reveal it to nobody”. The apprentice will enjoy room and board. For this and his education he will pay his master 110 guilders/year. “It is moreover stipulated that the aforementioned servant will have each year 14 days to make a trip home, he will be allowed to participate in the church services at least once every Sunday, and during the winter, at a time that suits the shop best and will least inconvenience his master, have an hour every day to learn to calculate and any other art”. Jan van Hardenberch paid 1,000 guilders surety for his brother and the completion of his apprenticeship.

Van Dillen #769, p. 404. February 10, 1644: A carpenter’s widow contracts for a 5-year apprenticeship of her 13-year old son with Rieuwert Dircksz. Van Baart, printer, to learn “the art and science of both typesetting and bookprinting in various languages, as they will be available”. The apprentice “will be expected in the shop at 5am in summertime and at 6am in winter, until 8pm, but will have an hour from noon to enjoy a meal at home”. He will be paid the first year 8 pennies [stuivers], the second year 12, the third year 18, the fourth year 30 (or 1.5 guilders) and the fifth year 2 guilders each week.

Van Dillen #797, p. 418. June 15, 1644: NN places his 15-year old son as an apprentice with master Huych de Gojer, surgeon, for three years. The fee is 38 guilders/year. The contract says that the boy will return “daily to his father’s house to eat and sleep, but is expected to turn up at the shop in summer at 6am, and in winter at sunrise, and will enjoy an hour for his meal in the afternoon from noon, returning at 1pm to go home at 8pm, except on Saturdays when the hours will be set according to [the shop’s] needs, but drinks will be made available to the apprentice by master Hugo as is reasonable; finally is conditioned that on the Sundays from noon [the apprentice] will be allowed to go to church or his parents according to his parents’ wishes.”



Van Dillen #1101, p. 558: May 31, 1650: Jacob del Crasto, Portuguese merchant, contracts his brother David with Adam Pietersz. Vlamingh, 'surgeon, for a period of eight months, to visit, without contribution or accommodation from the master, his shop, to be taught and with the help of the master learn the practice of tooth-pulling, bloodletting, shaving and [een fontinel te maeken], for which education the guardian will pay the master a sum of 120 guilders. [...] It is also conditioned that the young man, after his eight months have expired, will not be allowed to remain in this town, nor ever practice here whatever he has learned. During his apprenticeship he will not enjoy any part of the other journeymen's shaving money or tips."

All these contracts were published in: Bronnen tot de Geschiedenis van het bedrijfsleven en het gildewezen van Amsterdam, vol. 3, 1633-1672, edited by J.G. van Dillen (Rijks Geschiedkundige Publicatiën, Grote Serie vol. 144 (The Hague, 1974)



Table 1: Characteristics of Apprenticeship Contracts in Early Modern Europe

	England	France	German Europe	Italy	N&S Netherlands
Were masters specified?	Yes	Yes	Yes	Yes	Yes
Were trades specified?	Yes	Yes	Yes	Yes	Not sure from S&B's summary
Were terms specified?	Yes (long, little variation)	Yes (shorter, more variable)	Yes (shorter, more variable)	Yes (shorter, more variable)	Yes (shorter, more variable)
Informal variation?	High attrition that must have been anticipated ex-ante, little journeying ex-post	Some attrition, moderate journeying terms	Longer journeying terms		Moderate attrition, short journeying terms
Reside in master's house?	Always (we think)	Depends on trades, prosperity of master	Yes (details negotiated)	Yes (but not always mentioned)	Yes for some private migrant apprentices,
Maintenance?	In kind, value not specified, details may depend on premiums paid	In kind, some receive wages, esp. as deferred compensation	In kind, wages offered in some guilds but not in indenture contracts	In kind, wages in spinning/weaving	In kind, wages for orphans and other poorer apprentices
Training fees?	Premiums common, variable, advance payments, recoverable in court	Premiums common, variable, annual payments	Premiums common, regulated by guilds/authorities	Premiums known, regulated by guilds/authorities	Premiums known, variable



	England	France	German Europe	Italy	N&S Netherlands
Registration	Guilds, civic authorities	Notaries, police de seigneur in Brittany	Notaries, guilds	Notaries or magistrates/consulates	Notaries plus guilds or charities
Enforcement	Lord Mayor's Court (London)	Municipal courts			Municipal courts
Informal Variation?	Non-registration to easy non-enforcement				

