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Principled pragmatism : VOC Interaction with Makassar 1637-68, and the nature of company diplomacy

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Chapter 4: Culture and Treaty: Leonard Andaya's model of conflicting treaty conceptions and the June 26, 1637 treaty between Sultan Alauddin and the Company

In this chapter, I shall discuss Andaya's propositions about the cultural bias and incommensurability of treaty conceptions using the Company's treaty with South-Sulawesi of June 26, 1637 as my case.

The background before Van Diemen's expedition to the Moluccas 1637 was that after *kapitan Hitu* had approached Makassar in 1633, and because of Dutch counter actions in the following year, by 1636 almost the entire land of Hitu had risen against the Dutch.⁵⁴¹ Also the Christian population of Ambon had started protesting against the ever increasing burden of services (*Herendienst*) demanded by the Company.⁵⁴²

In addition, on western Java war with Banten had broken out in November 1633, but negotiations for settlement were opened in March 1636 and a truce signed between the Sultanate and the Company.⁵⁴³ Van

⁵⁴¹ Knaap, 1992, 5.

⁵⁴² Knaap 2004, 27.

⁵⁴³ J. Kathirithamby-Wells, "Banten: A West Indonesian Port and Polity During the Sixteenth and Seventeenth Centuries", in Kathirithamby-Wells and John Villiers (eds.):

Diemen's expedition, in other words, took place at a time when Makassar was continually expanding⁵⁴⁴, and the Company was under pressure both in the Eastern archipelago and on Java.

The Southeast Asian Port and Polity, Singapore: Singapore University Press, 1990, 107-127, 115.

⁵⁴⁴ D. K. Basset, «English Trade in Celebes, 1613-1677», Journal of the Malaysian Branch of the Royal Asiatic Society, 31/1 1958, 1-39, 10-11.

Section 1: Presentation of the June 26, 1637 treaty of peace between the Company and Makassar

In conjunction with his 1637 campaign against the rebels in Ambon,⁵⁴⁵ Governor-General Van Diemen anchored in the roadstead of Makassar on June 22 with the aim of concluding a treaty of peace and friendship. After four days of intricate negotiations, the Company and Sultan Alauddin of Makassar concluded a peace treaty.⁵⁴⁶

The 1637 treaty was primarily a political treaty. Of the twelve regulations only one dealt directly with bilateral trade between the Company and Makassar.⁵⁴⁷ The other eleven banned Makassarese residents from sailing to Malacca and Ceram,⁵⁴⁸ outlined rules of conduct and responsibility regarding conflict between the Company and other European nations in Makassarese waters,⁵⁴⁹ and regulated bilateral political interactions between the Company and Makassar.⁵⁵⁰ The rest of the clauses concerned miscellaneous practical issues such as the

⁵⁴⁵ See “section 1”, chapter 1.

⁵⁴⁶ 1637 treaty, *Corpus Diplomaticum*, 1.303–306.

⁵⁴⁷ Specified rates of export tolls to be paid to the Sultan, 1637 treaty, *Corpus Diplomaticum*, 1.304–305.

⁵⁴⁸ 1637 treaty, *Corpus Diplomaticum*, 1.304.

⁵⁴⁹ 1637 treaty, unnumbered arts. 4–5 and 7–9, *Corpus Diplomaticum*, 1.304.

⁵⁵⁰ 1637 treaty, unnumbered arts. 1–3, *Corpus Diplomaticum*, 1.303–304.

reciprocal obligation to hand over runaways,⁵⁵¹ and the reciprocal recognition of the freedom to practise one's religion.⁵⁵² All in all, then, regulation of political interaction—bilateral as well as with third parties—were the dominant issues in the June 26, 1637 treaty.

Background and context of June 1637 treaty

The immediate background of the 1637 treaty was Van Diemen's expedition to Ambon and the Moluccas. The *raison d'être* of the treaty was to stop the "smuggling" of cloves from the Eastern Archipelago via Makassar.⁵⁵³ In other words, the 1637 treaty was a political device intended to protect the Company's monopoly rights. It reflected a conflict of interest between Makassar and the Company, as the Makassarese profited both from their sultanate's position as an entrepôt as well as its collaboration with non-VOC Europeans at its roadstead. To stop or at least lessen this, the Company would have to establish a lodge in Makassar, which became an issue during the negotiations.⁵⁵⁴

⁵⁵¹ 1637 treaty, unnumbered art. 11, *Corpus Diplomaticum*, 1.305.

⁵⁵² 1637 treaty, unnumbered art. 12, *Corpus Diplomaticum*, 1.305. Both standard VOC treaty regulations.

⁵⁵³ For the background, see Menno Witteveen, *Antonie van Diemen: De opkomst van de VOC in Azië* (Amsterdam: Amsterdam University Press, 2001), 215–19.

⁵⁵⁴ For the negotiations on the issue, see section 2; for the formulation of the compromise reached, see

The nature of the 1637 treaty: Historiographic positions and my propositions

One important feature of the 1637 treaty is that some of the articles in the final text were actually proposed by Sultan Alauddin.⁵⁵⁵ Heeres for instance points to the final ordering of the respective articles as coming from the Makassarese.⁵⁵⁶ Andaya, on the other hand, sees it as a predominantly European kind of treaty, although with some distinctive South Sulawesi imprints.⁵⁵⁷ Neither one, and in particular Andaya, analyses the treaty as the result of a dynamic process of give-and-take. What I aim to demonstrate in this chapter is that the 1637 treaty in fact represented a product of negotiated compromises between competing interests. Contrary to Andaya, I also claim that there was “real” communication between the two negotiating parties in the sense that they both had a realistic grip on the issues at hand and that they understood each other’s positions. In short, they were negotiating within a shared conceptual framework.

section 3.

⁵⁵⁵ See sections 2 and 3, below.

⁵⁵⁶ *Corpus Diplomaticum*, 1.304n1, referring to Van Diemen’s report, *DRB* June 22–26, 1637, 286.

⁵⁵⁷ Andaya, “Treaty Conceptions and Misconceptions,” 289.

The negotiations and final formulation of the terms of the 1637 treaty was thus a result of a tug of war in which both parties demonstrated a functional understanding of the other's intention and motives. The nature of the 1637 treaty as a negotiated compromise between antagonistic secular interests that presupposed some kind of functional communication is lost in Andaya's structural approach.

Plan of exposition

The analysis has three main sections. In the first, I discuss Andaya's general argument about the cultural collision between European and South Sulawesi treaty concepts and his views on the 1637 treaty in particular. In the second, I analyse what actually took place during the negotiations leading up to the treaty, with a focus on the nature of the issues and the exchanges that led to the compromises accepted by both parties. In the third, I analyse the formulations of the regulations agreed to in the 1637 treaty, arguing that both the substance of the issues and the formulation of them demonstrate a shared ground of understanding in the Company–Makassar treaty making at the time. The negotiations and final text of the treaty reflect pragmatism on both sides as they struggled to advance and protect their respective secular interests.

Sources

The analysis mainly rests on the VOC sources, namely Van Diemen's report on the negotiations in Makassar June 24–26, 1637,⁵⁵⁸ and Heeres' edition of the 1637 treaty.⁵⁵⁹

⁵⁵⁸ “Verhaell vant gene d’Heer Generaall van Diemmen wedervaren is zijne Amboijnesche vojage int weder keeren voor Makassar.” *DRB* June 22–26, 1637, 280–89.

⁵⁵⁹ “Treaty of peace between the king of Makassar and the noble Gentleman General Governor Antonio van Diemen, June 26, 1637.” *Corpus Diplomaticum*, 1.303–306.

Section 2: Perspective in South-Sulawesian thinking on diplomacy and treaty: Andaya's positions and my counter-propositions

Andaya's structural approach to overseas treaty making

For Leonard Andaya, the treaty making between the Company and Makassar in general represented a continuous miscommunication as the expectations and concepts of the two parties sprang from a “fundamental difference in cultural attitudes,”⁵⁶⁰ or incompatible mental frameworks. Whereas the South Sulawesi treaty was situated in a “spiritual” conception of treaty, and concerned exchanges of spiritual power, the Company's perceptions and beliefs sprang from a European, rational-legalistic framework,⁵⁶¹ and concerned specific regulations on trade.⁵⁶² This meant that the very process of treaty making between the two took place between two parties with diametrically opposing intentions and pursuits.

Stemming from antagonistic and deeply embedded cultural perceptions and expectations, the mutual misunderstandings between the Company's servants and South Sulawesi states constituted a constant feature and

⁵⁶⁰ Andaya, “Treaty Conceptions and Misconceptions,” 288.

⁵⁶¹ Ibid. 286, 288.

⁵⁶² Ibid. 288.

caused endemic friction and eventually ended in war between the two: “treaties between the Company and a South Sulawesi state were characterised by conflicting expectations, leading to frustration, then mutual recriminations, and finally war.”⁵⁶³

This friction was present from the first treaties with the Company in the early seventeenth century and persisted well into the colonial period.⁵⁶⁴ Still Andaya does find some local imprints in the Company-Makassarese treaty record, which raises the question of how and why these were included.

Local imprints in the Company–Makassar treaty record

Andaya points to instances of local influence in some of the treaties between the Company and Makassar, in particular in the 1655 treaty,⁵⁶⁵ but also in the 1637 treaty. I shall analyse his propositions on this point in some detail, and will argue that these imprints were less culturally and more contextually embedded than Andaya assumes. If so, none of these

⁵⁶³ Ibid. 291.

⁵⁶⁴ Ibid. 291.

⁵⁶⁵ Ibid. 287.

local imprints would have been unintelligible to the Company's negotiators.

Andaya claims that: "There is little indication that any effort was made to understand the whole intent of local treaties. Almost the entire corpus of the treaties between the Company and the South Sulawesi states was framed in the Western European tradition of treaty making, with little or no attempt to accommodate local practices."⁵⁶⁶

I reject this on two grounds. First, the 1637 treaty basically focuses on the regulation of specific, concrete issues that were not formulated in Western legal parlance. Second, the Makassarese did not meet the Company's demands by retreating to their local practices or modes of thinking. Therefore, the Dutch did not need to familiarise themselves with deep-seated cultural conceptions, as these were not particularly relevant in the Makassarese dealings with a European company. What the Dutch needed to understand was the tactical intent behind the Makassarese suggestions and proposed revisions, as secular interests were primary concerns in these, too. In other words, I shall be arguing that a more contextual and secular interpretation of the

⁵⁶⁶ Ibid. 286–87.

Makassarese actions and their meaning might be as plausible as Andaya's structural cultural interpretation.

Andaya on the protection of sovereignty as a "typical South Sulawesi feature," and its imprint on the 1637 treaty

One imprint of the typical South Sulawesi conception of the protection of sovereignty in the 1637 treaty was, according to Andaya, that it "forbade the Dutch from continuing their hostilities against the enemies in the lands and seas belonging to the ruler of Goa, and explicitly stated that the enemies of one would not become the enemies of the other."⁵⁶⁷

This regulation "asserted the sovereignty and power of Goa in the traditional fashion."⁵⁶⁸ The key qualification is "in the traditional fashion."

At the outset, it is hard to accept that concern about autonomy in itself was peculiar to South Sulawesi. Just a brief look at early

⁵⁶⁷ Andaya, "Treaty Conceptions and Misconceptions," 289.

⁵⁶⁸ *Ibid.* 289.

modern European history suggests otherwise.⁵⁶⁹ But Andaya's argument for a dichotomy between European and South Sulawesi conceptions of "autonomy" is based on a proposition of an absolute difference in meaning, nature, and intent in the pursuit of "sovereignty." This kind of conceptual antagonism is what caused the mutual misconceptions.

Andaya's line of argument is based on his proposition about the spiritual conception of ruler-lineage-state and treaty in South Sulawesi.⁵⁷⁰ Two questions arise. First, if, for the sake of argument, we accept Andaya's assumptions, how incomprehensible would the South Sulawesi conceptions have been to Europeans, who at least shared the historical experience of contests over sovereignty? And, second, why would the Makassarese apply their local tradition in disputes with an outsider party like a European company? Only one response is possible to the latter question: they were "culturally blindfolded" and thus unable to apply an alternative set of thoughts and actions. I reject both the assumption of incompatibility and the proposition of "cultural block."

⁵⁶⁹ See, for instance, M. S. Anderson, *The Rise of Modern Diplomacy, 1450-1919* (London: Longman, 1993), chapters 1 and 2.

⁵⁷⁰ Andaya, "Treaty Conceptions and Misconceptions," 278-86; see chapter 1, above.

Problems in the analysis

Andaya's structural line of argumentation for one presupposes that when dealing with Europeans, Alauddin in the 1637 case, and his successors in negotiating for the other treaties, were unable to switch their approach to negotiation from a fixed local mode. But how sure can we be that the Makassarese considered their dealings with the Dutch from a "metaphysical" or "spiritual" point of view, and did not apply a more "realist," secular approach in these cases, which definitely did not form part of the internal South Sulawesi hierarchy of power? Secondly, Andaya does not take into account the existence of a category for state interaction particularly designed for outsiders, pointed out by Resink and others.

Speaking for the realist alternative as the relevant interpretation key for the 1637 negotiation is that power relations in the secular sense were a preoccupation for the Makassarese during the treaty negotiations.⁵⁷¹ Furthermore, if we assume that the pragmatic model of diplomacy that, as we have seen, underlay the Directors' General

⁵⁷¹ See section 2, below.

Instructions already in 1609, constituted a norm, how plausible is it that the Company's servants overseas, and an experienced one like Van Diemen at that, would stick to a blueprint of European concepts and procedures of treaty making in their overseas practice?

Lastly, there is a comparative argument that undermines Andaya's insistence on incommensurability. Let us again accept that conceptions, practices, and institutions of diplomacy differed in early modern Europe and South East Asia. The key question remains whether such differences made for systematic miscommunication. As for Andaya's example of "sovereignty," I do not think there was. Sovereignty issues in their general form—that is autonomy of territorial decision making—represented a type of conflict that was well known in both Europe and South East Asia. So, there are a number of reasons why we should not at the outset accept that Alauddin and the Dutch negotiators were caught in a game of mutual misunderstanding.

Nor should we assume that the treaty itself contained two distinct and separate parts, one Eurocentric treaty blueprint and one typical South Sulawesi component. If there was some kind of mutual understanding and haggling over conflicts over shared issues, the miscellaneous regulations might just as well be seen as products of compromise on

secular issues with differences in the colouration of meaning, but nonetheless mutually comprehensible.

My own proposition is that such was the case in this instance: The 1637 treaty represented a negotiated compromise between actors who *did* communicate with each other in a meaningful way, and the resulted compromise entailed a mix of concessions and wins on both sides.

Alauddin's claim of perceptions of perpetuity as typical of the South Sulawesi treaty tradition

When Sultan Alauddin insisted that the 1637 treaty was binding not only for the present, but for future governors-general,⁵⁷² Andaya holds that this represents another local cultural imprint of the South Sulawesi conception of treaty “in conformity to local practices.”⁵⁷³ What it conforms to is that in the South Sulawesi tradition a treaty was never seen as being terminated, but existed for perpetuity: “Once a treaty had been agreed upon it remained a permanent agreement which could be resurrected and renewed or allowed to recede into the background in the

⁵⁷² As an emended note, included in the treaty text on Alauddin's insistence, *Corpus Diplomaticum*, 1.305 (see section 3).

⁵⁷³ Andaya, “Treaty Conceptions and Misconceptions,” 289.

face of other superior political and spiritual force. The enduring sacred documents were made once and for all.”⁵⁷⁴

So, according to Andaya, the perpetuity claim in the 1637 treaty originated from the South Sulawesi tradition even if it was presented “in the form of a European treaty.”⁵⁷⁵ It entails two alternative assumptions. On the one hand it might mean that the Makassarese actually wanted to integrate the VOC into the South Sulawesi political and spiritual hierarchy, although this is contradicted by the Makassarese stand during the negotiations.⁵⁷⁶ Alternatively, that the Makassarese were mentally or culturally incapable of applying any approach other than the local model, although they were dealing with an outsider. The latter is Andaya’s position.

As for the possibility of Makassarese familiarity with the European treaty tradition, Andaya holds that they could not have gained any knowledge or experience in European treaty making from the Portuguese, as there simply is no evidence of any treaty making with them.⁵⁷⁷ The VOC treaties of 1637, 1655, and 1660 represent the only

⁵⁷⁴ Ibid. 284.

⁵⁷⁵ Ibid. 289.

⁵⁷⁶ See section 3, below.

⁵⁷⁷ Andaya, “Treaty Conceptions and Misconceptions,” 289.

occasions in which Makassar entered into a formal treaty arrangement with a European power.⁵⁷⁸ The Makassarese, according to Andaya, then entered into all these negotiations equipped only with their local conceptions. The proposition rejects cultural dynamics in response to novel contextual challenges. It represents another assumption that I reject on grounds of the Makassarese negotiation performance.

Antagonistic notions of “breach of contract”

One consequence of the divergent meanings of the perpetuity of a treaty in the European and South Sulawesi traditions is that the notion of “breach of contract” did not really exist in the South Sulawesi tradition. Whereas in the European sense breach of contract was conceived as specific actions that ran contrary to specific terms in the treaty, the South Sulawesi conception of treaty allowed for shifts in alliances subject to changes in reality, without considering this a breach of prior treaties, which were still considered valid, as an integral part of the realm’s living tradition. When actual power centres changed and old alliances were broken and new ones formed, the de facto obsolete treaties

⁵⁷⁸ Ibid. 289.

fell into the shadow of the new ones, but always with the possibility of reactivation should further changes in power relations or spiritual prestige require it: “Once a treaty had been agreed upon, it remained a permanent agreement which could be resurrected and renewed or allowed to recede into the background in face of other superior political and spiritual forces.”⁵⁷⁹

The notion of the treaties as “enduring sacred documents”⁵⁸⁰ was no impediment against stability or dynamic readjustments. Quite the contrary: it facilitated both: “The treaties, oaths and the whole treaty making procedure were part of a continuing process of reassessment of political and spiritual affiliations to assure the establishment of a hierarchy of states which accurately reflected the power situation in South Sulawesi.”⁵⁸¹

In fact Andaya ranks the South Sulawesi states’ diplomatic interactions as superior to that of Europeans or the Company in this regard, the latter representing a use of treaties as “instruments of

⁵⁷⁹ Ibid. 284.

⁵⁸⁰ Ibid. 284.

⁵⁸¹ Ibid. 284.

oppression,⁵⁸² the former “a means of establishing proper and peaceful relations.”⁵⁸³

Leaving the moral contest aside, the problem with Andaya’s contrast here, as in the above, is that it rests upon the assumption that the Makassarese would apply their local conceptions and norms of treaty making in their dealings with a non-local, outside party that was not an integrated part of the South Sulawesi hierarchy.

The convention of insisting on the perpetuity of the treaty, in the sense of “enduring” (*eeuwige*), was an integral component of the Company’s contractual repertoire. The phrase functioned as a formal guard against breaches of contract. If in concluding the treaty Alauddin felt that he had got the best terms he could, all things considered, his insistence on perpetuity might just as easily be explained by contextual factors as by cultural ones. He might, in fact, have had every reason to have the final treaty confirmed as a fixed agreement.

⁵⁸² Ibid. 284.

⁵⁸³ Ibid. 284.

Implications of unnumbered articles

Andaya points out that the typical form for a Company (and by extension the typical “Western European”) treaty was to number the treaty clauses and reserve one single issue for each respective article.⁵⁸⁴ This convention runs counter to South Sulawesi conceptions of “treaty.” “The local states viewed the treaty not in its individual parts, but as a total document,” he writes, and where “the treaty represented an open declaration of a shift in the spiritual and political power relationships in the area.”⁵⁸⁵ The difference between numbering and not numbering for Andaya springs from the antagonism between the “treaty” conceived of as a list of specific agreements in the European tradition, as opposed to a general act of symbolic bonding in the South Sulawesi tradition. In the latter, the nature of the relationship between the treating parties was already regulated in the implications of the preamble. There was no need for explicating specific regulations at all; they were already implicitly stated.⁵⁸⁶

The regulations of the 1637 treaty are not numbered, and the absence of numbering could then be taken as a Company concession to

⁵⁸⁴ Ibid. 287.

⁵⁸⁵ Ibid. 288.

⁵⁸⁶ Ibid. 280–81.

South Sulawesi tradition. But to conclude that is simply wrong. The treaty clauses, although not numbered, are all one-issue regulations, starting with “that”—twelve in all. Moreover, as we shall see, there is a consistent logic in the chronology of the unnumbered clauses. So, disregarding the absence of formal numbering, the treaty is, in Andaya’s view, a typical Western treaty. By implication, it should therefore be “foreign” to Alauddin in the sense that it was culturally incomprehensible. Again, the counter-argument can be made that several of the specific points were raised by Alauddin himself, and the final formulation of these points came about as a result of revisions proposed by Alauddin.⁵⁸⁷ So, even if the Dutch treaty proposal differed compared to those found in the local South Sulawesi tradition, it was neither incomprehensible nor incompatible with it, at least not to a degree that prevented Alauddin from formulating changes to defend his interests. Alauddin’s negotiation performance does not conform to an assumption about his ignorance of what was going on.

⁵⁸⁷ See sections 2 and 3 below.

The swearing ritual as an example of local imprint

A final example of a local trait from South Sulawesi treaty making was the mode of swearing on it. Here, Andaya points to the ritual drinking of palm wine stirred with a *kris*, and taking an oath on the Koran.⁵⁸⁸ In the case of the 1637 treaty, no such ritual took place. The signing of the treaty by both parties was accompanied by a conventional exchange of gifts.⁵⁸⁹ Should we take this to mean that the Company overran the Makassarese with their own secular mode of ritual confirmation of treaty? Two arguments speak against this: First, there is no reason to assume that Alauddin would want the Company to take part in a Sulawesi ritual of oath taking, as it would imply that the Company was being integrated into the South Sulawesi hierarchy of states. His behaviour during the negotiations clearly indicates that he was striving to minimise the Company's presence and influence.⁵⁹⁰ As for the Company, its representatives might well have agreed to such an act, because allowing the locals to swear according to their local practices was an established Company practice. This concession may have represented no

⁵⁸⁸ Andaya, "Treaty Conceptions and Misconceptions," 287.

⁵⁸⁹ Van Diemen's Report, *DRB* June 22–26, 1637, 289–90.

⁵⁹⁰ See section 2, below.

more and no less than an implementation of the advice from the home country to accommodate local practices.

Section conclusion

The examples that Andaya gives of local imprints in the 1637 treaty do not shake his conviction that it represented a European type of treaty. Following Andaya's assumption of mutually incompatible conceptions regarding contracts, the negotiations represented in essence a miscommunication between the Company negotiators and the Makassarese. Seen from the South Sulawesi side, the specific regulations in the Company's proposed treaty were regarded as unimportant, and their implications were not fully understood by the Makassarese. This proposition assumes that both parties were in the final end "prisoners" of their respective traditions, which blocked functional communication.

Illustrative of this view is that as late as the Bongaya Treaty, Andaya holds that the Company and Makassar "differed fundamentally in the manner in which they invoked the treaty as a legitimising

document.”⁵⁹¹ Even in the post-Bongaya period, there were conflicts between the Company and the South Sulawesi states: “except for certain exceptions, the difficulties stemmed basically from the conflicting South Sulawesi and European conceptions of treaties and treaty-making.”⁵⁹² As for the exceptions, specifically those instances in which the Company gave concessions to local practice, as in the 1655 treaty, it did so because of its weak bargaining position, or because the treating parties were themselves of minor importance to the VOC.⁵⁹³

Andaya concedes then that the Company’s negotiators were neither unaware nor totally ignorant of the local mode of local treaty making.⁵⁹⁴ But the model they generally applied in their own treaty making was generally “framed in the Western European tradition of treaty-making with little or no attempt to accommodate local practices.”⁵⁹⁵ Makassar, however, did not adopt “the content or intent of the European treaty” in the contracts of either 1637 or 1655.⁵⁹⁶ The evidence of the negotiations for and the final text of the June 26 treaty

⁵⁹¹ Andaya, “Treaty Conceptions and Misconceptions,” 278.

⁵⁹² *Ibid.* 278.

⁵⁹³ *Ibid.* 287.

⁵⁹⁴ *Ibid.* 286.

⁵⁹⁵ *Ibid.* 288.

⁵⁹⁶ *Ibid.* 289.

strongly suggests otherwise, both for the Company's as well as the Makassarese understanding of its partner's respective motives and modes.

Section 3: The significance of communicative performance in the treaty negotiations

Brief chronology of events from June 22–June 26 and their implications

The events from the arrival of Van Diemen's fleet outside the roadstead of Makassar on June 22 and up to the signing of the treaty on June 26 can be split into two main phases. From June 23 to the afternoon of the 24th was spent on establishing contact with Alauddin, and seeking out his position on entering into a treaty with the Company. Having received an affirmative reply about this (via middlemen), the Company's conditions for the treaty were presented to the Makassarese envoys on June 24. This was the start of the real negotiations. All that happened from then on followed a pattern in which the Dutch presented conditions and propositions for the treaty, which were reviewed by Alauddin and members of his court. In this process, the sultan came up with revisions and amendments, which in their turn were reviewed jointly by the Company's chief negotiators, Anthony Caen and Van Diemen, aboard ship. Caen would then return to shore with the revised propositions, which again were reviewed by Alauddin. This "ping-pong" game of treaty bargaining took place June 24–26. I shall analyse both phases in detail.

Section propositions

My proposition is that the final conclusion of a treaty between Sultan Alauddin and the Company on June 26 was the result of a process of actors communicating and bargaining within a shared framework of conceptions. This was so because the treaty communication was determined neither by European conceptions brought from overseas by the Company nor the Makassarese acting from genuinely South Sulawesi conceptions. The negotiations took place in a mutual understanding of the issues and their implications for both parties. This interpretation finds corroboration in the actual chronology of events from the time Van Diemen anchored outside the roadstead of Makassar up to and including the signing ceremony.

Events of June 22: Determining the sultan's intentions

On June 22, Van Diemen's fleet anchored off Makassar. The first observations noted were an Achenese vessel in the roadstead, the flags of the English and Danish lodges inside the city, and more significant, five

“blood flags” flying from various Makassarese fortifications.⁵⁹⁷ Van Diemen deliberated with his next in command, Anthony Caen, and a decision was made to show signs of their peaceful intentions.⁵⁹⁸ A white flag was hoisted and a salute of five cannon shots given. The Makassarese response was to lower their flags, but no salute was given. During the evening, however, the Dutch noticed that the guard on the beach had been strengthened.⁵⁹⁹

This ambiguity of this response must have fitted well with the Dutch expectations. When arriving at Makassar, Van Diemen did not know whether to expect hostile actions or a willingness to negotiate. So far, Van Diemen and Alauddin could be said to have behaved like dogs meeting not yet knowing whether to bark, bite or wag their tails.

Events of June 23: The Achenese ambassadors as communication link and mediators

Morning June 23

Two immediate tasks presented themselves after the first encounter June 22, namely to find out Alauddin’s intentions and if they were friendly,

⁵⁹⁷ Van Diemen’s Report, DRB June 22, 1637, 280.

⁵⁹⁸ Van Diemen’s Report, DRB June 22, 1637, 281.

⁵⁹⁹ Van Diemen’s Report, DRB June 22, 1637, 281.

determine how to establish a communication channel with him. As it turned out, both tasks were solved with the assistance of the Achenese anchored at the roadstead. As no Makassarrese vessel had approached the Dutch by the following morning, a decision was made at the ship's council to launch a smaller vessel, carrying a white flag to approach the Achenese in order to get information about the state of affairs in Makassar and to see if the Achenese would be willing to act as go-betweens and bring a message of the Company's intentions of peace to Alauddin.⁶⁰⁰ The Dutch got almost more than they could have hoped for. After half an hour, the sloop returned carrying four Achenese with it. These Achenese had in actual fact been serving as envoys to Alauddin, and so they volunteered to act as messengers to him for the Company.⁶⁰¹

Their report on Alauddin's feelings concerning the arrival of the Dutch explained both the ambiguous actions the evening before as well as the absence of any vessels to greet them that morning. According to the Achenese envoys, Alauddin was fearful of Dutch intentions and had forbidden any ship to approach the Dutch vessels. Furthermore,

⁶⁰⁰ Van Diemen's Report, DRB June 22, 1637, 281.

⁶⁰¹ Van Diemen's Report, DRB June 22, 1637, 281.

Makassar had recently been hit by a plague with a death toll of a “hundred thousand,” obviously implying that the Company had arrived at a difficult time.⁶⁰² From the Dutch point of view, this might seem an opportune time to strike a deal.

Having in any case cleared up the reasons for the absence of any Makassarese initiatives for contact so far, as well as having acquired a clearer indication of Alauddin’s situation, it was time for the Dutch to act. Van Diemen asked the Achenese to inform the sultan that the Dutch had come with peaceful intentions, and therefore wanted to send envoys ashore. For this to take place, the sultan must indicate his intentions for peace by hoisting a white flag as the Dutch had done.⁶⁰³ The Achenese agreed to act as middlemen conveying the message to the sultan. The Achenese were then brought back to their own ship, alongside which came a Makassarese longboat.⁶⁰⁴ Having been informed about the Achenese talks with the Dutch, the Makassarese longboat returned to shore. Before long, another Makassarese boat set out for the Achenese vessel, presumably carrying Alauddin’s response to the Dutch initiative. After another Makassarese visit to the Achenese, it was reported to Van

⁶⁰² Van Diemen’s Report, DRB June 22, 1637, 281.

⁶⁰³ Van Diemen’s Report, DRB June 22, 1637, 281.

⁶⁰⁴ “*duijsentbeen*.” Van Diemen’s Report, DRB June 22, 1637, 281.

Diemen that Alauddin's response to the Dutch overture was that he himself was inclined towards peace, and that he had expected Dutch envoys to come ashore the day before. Not long after that, the Dutch saw a big white flag flying at the main Makassarrese fort.⁶⁰⁵

It is worth noticing that up to and including the hoisting of the flag of peace, all communications between the Company and Alauddin had been either by signals or via third parties. I take this as indicative of both Van Diemen's and Alauddin's doubts about each other's intentions at the time. It seems plausible to argue that had it not been for the Achenese middlemen, the whole communication could be viewed as "dumb barter" diplomacy.

With the Makassarrese hoisting of a white flag, the next step was to prepare for direct negotiations. As it turned out, these were a no less complicated affair than establishing communications had been. The negotiations were characterised not so much by misunderstandings springing from cultural incompatibility as by mutual suspicion of each other's intentions and motives, and by conflicting interests.

⁶⁰⁵ Van Diemen's Report, DRB June 22, 1637, 281.

Negotiating for negotiations, June 23

With the goodwill sign given by Alauddin, around noon a five-man Dutch delegation, including a “halberdier” and a trumpeter, was sent ashore to establish a procedure for the negotiations.⁶⁰⁶ Besides again declaring the Company’s desire for peace, the Dutch proposition was that the sultan should send envoys to the governor-general’s ships the following day, to have the Company’s intention for peace verified and hear its initial conditions. As security, the Dutch would offer hostages to be held ashore while the negotiations aboard ship were going on.

The Dutch mission was received by Sultan Alauddin, his father, and nobles of the realm. The Dutch delegation placed themselves with legs crossed “according to the customs of the land.”⁶⁰⁷ They then observed while Alauddin read their letter and conferred and deliberated with his father, the prince of Tello, and other nobles. Alauddin’s response was clear: He declared himself in favour of a peace, and added that he would send two of his ambassadors to the Company’s ship as requested. As a gesture of his good intentions, the offer of hostages was declined. Two of the sultan’s envoys were then sent to the ship in the

⁶⁰⁶ Van Diemen’s Report, DRB June 22, 1637, 282.

⁶⁰⁷ Van Diemen’s Report, DRB June 22, 1637, 281.

company of the Dutch delegation for preparatory talks concerning the negotiations of the treaty.

Initial negotiations on board the ship, June 23

When Alauddin's two envoys boarded the Company's ship around five in the afternoon, it had already been decided that Anthonie Caen, being fluent in Malay should do the talking.⁶⁰⁸ "Having now (at last) entered into communication," as Van Diemen comments,⁶⁰⁹ Caen explained the Dutch objectives in coming to Makassar. First, the Dutch fleet intended to attack two Spanish galleons that were believed to have sought refuge in Makassar, but as that information had proven to be false, this point was withdrawn for the time being.⁶¹⁰

The plan to attack the Spanish galleons at the Makassar roadstead clearly presupposed the sultan's acceptance of the Dutch waging war against their enemies in Makassarese waters. Whether aware of it or not, it is clear that Caen's opening statement in the preliminary talks entailed a position that could be taken as a provocation by Alauddin. That it was a

⁶⁰⁸ Van Diemen's Report, DRB June 22, 1637, 283.

⁶⁰⁹ "dat nu in passant comende." Van Diemen's Report, DRB June 22, 1637, 283.

⁶¹⁰ Van Diemen's Report, DRB June 22, 1637, 283.

delicate issue can clearly be seen from the wording about this in the final treaty.⁶¹¹ Although the matter was dropped in this first meeting, a controversial issue had been raised, namely the Company's right to pursue its enemies in Makassarese waters, and the issue was to reappear in succeeding sessions. Although he did not press the point any further in this first meeting, Caen went on to explain the second objective of the Dutch presence, namely to conclude a treaty of "peace and friendship"⁶¹² with the sultan. He then listed the Company's conditions for such a peace.

It is noteworthy that the Company's initial intentions were presented as not only seeking a treaty of peace, but one of peace *and* friendship. In standard VOC diplomatic terminology, that meant treaty of *alliance*. What the Company in the final end got was a peace treaty.⁶¹³ One article in the final draft declared a bond of alliance in the sense that both parties obligated themselves not to conspire with the other party's declared enemies, and if that one were attacked by such, the other would

⁶¹¹ The issue was more generally covered but modified in the final treaty text. See 1637 treaty, unnumbered art. 7, *Corpus Diplomaticum*, 1.304. See also section 3, below.

⁶¹² "vreede ende ende vruntchap." Van Diemen's Report, *DRB* June 23, 1637, 283.

⁶¹³ The title of the 1637 treaty began "Condition for peace..." 1637 treaty, *Corpus Diplomaticum*, 1.303.

come to their aid.⁶¹⁴ There is a telling insertion of praise for the unique qualities of the Company as an alliance partner in this clause, possibly with an implicit threat against those who would choose to side with the Company's enemies, however, "keeping in mind that the Dutch would always feel obligated to protect their allies from all unreasonable actions."⁶¹⁵ Still, what the Company got in the end from Makassar was less than what they initially hoped for.

Regarding the Company's conditions for the peace, the only one presented by Caen at the preliminary meeting of June 23 was that the sultan should not allow his subjects to trade in "enemy places" such as Malacca and the coast of Ceram.⁶¹⁶ The condition is easy to explain from the Company's point of view; it was intended to prevent the "smuggling" of cloves. But the condition also had further political implications for the relationship between the Company and Makassar. Because of its close connection with the Portuguese and the vital role of the Portuguese

⁶¹⁴ 1637 treaty, unnumbered art. 8, *Corpus Diplomaticum*, 1.304; see analysis in section 3.

⁶¹⁵ "Behoudens dat de Nederlanders t'allen tijde haere geallieerde tegens onbehoorlijkke overlast moeten protegeren." 1637 treaty, unnumbered art. 8, *Corpus Diplomaticum*, 1.304; see section 3.

⁶¹⁶ Van Diemen, Report, *DRB* June 23, 1637, 283.

community in Makassar's commercial life, Alauddin could hardly afford to side openly with the Company against them. But this is clearly what the Dutch expected. As we shall see, Alauddin solved this issue in the final treaty by allowing the Company to pursue their aims in this matter, but at the same time diminishing his own responsibility by leaving the enforcement of the sailing ban exclusively to the Company, while simultaneously forbidding the Company to pursue their enemies in Makassar roadstead.⁶¹⁷

The demand for sailing restrictions concluded Caen's list of the Company's conditions for a treaty. Caen then went on to discuss the procedure for further negotiations. If the Dutch conditions were accepted, the Dutch proposition was that negotiations should take place the following morning. The proposed procedure was that Alauddin should notify the Dutch, who would then send "competent persons and an honourable delegation"⁶¹⁸ to "conclude the peace in the appropriate manner."⁶¹⁹ The two Makassarese envoys then took leave with the letter

⁶¹⁷ 1637 treaty, unnumbered arts. 3 and 6, *Corpus Diplomaticum*, 1.304.

⁶¹⁸ "Een ander gequalificeert person ende aensinnelijcke swiette." Van Diemen's report, *DRB* June 23, 1637, 283.

⁶¹⁹ "om den vrede in behoorlycke forme te sluiten." Van Diemen's report, *DRB* June 23, 1637, 283.

in which the Dutch declared their intentions and conditions. They promised to return with the sultan's reply the following morning.

What had the Dutch achieved in their second day of negotiations?

Quite a lot actually: Not only had they been received with apparent goodwill by the sultan, but they had also entered into direct negotiations and had presented their claims. What, then, were their further expectations for the negotiations to follow? Clearly that the treaty would be agreed on, signed, and sealed the following day! It was not to be that simple, however.

Events of June 24: A simple "misunderstanding"?

The agreement with Alauddin's two envoys on the afternoon of June 23 was that if Alauddin accepted the Company's conditions, he would give notice the following morning for the Dutch delegation to come ashore to conclude the treaty. But as morning came, there was no sign of messengers from the sultan. Van Diemen then again turned to the Achenese for information as to what was happening. The Achenese explained that the sultan had been waiting for the Dutch to come ashore for quite a while. When informed about the Dutch expectations,

Alauddin had declared his intentions and wish for peace, and had been expecting the Company's envoys already the day before. He proposed that the negotiations should proceed as originally suggested by the Dutch.⁶²⁰

It is probably indicative of Van Diemen's doubts about the sultan's real intentions that he sent no delegation ashore right away. Instead, it was decided that a message be sent to the sultan to inquire if an audience now was convenient.⁶²¹ Whether this procedure had an ironic element in it is impossible to say, but what is clear is that the letter that this "preliminary" delegation brought with them was not without the implicit reproach of the sultan and a hint of self-righteousness for the Company. Assistant Merchant Van Collster, who led this mission to find out whether Alauddin was ready for negotiations, was instructed to ask the sultan whether he would receive a Dutch delegation because the Dutch "had been waiting for an answer as promised by him."⁶²² The sultan met Van Collster in a conciliatory manner. He said that he himself had been waiting quite a while for the Dutch to appear, and then with a

⁶²⁰ Van Diemen's report, *DRB* June 23, 1637, 283.

⁶²¹ Van Diemen's report, *DRB* June 23, 1637, 284.

⁶²² "conform toesegginge op antwoord was blijven uit te zien Van Diemen's Report." Van Diemen's report, *DRB* June 23, 1637, 284.

laugh he declared that the blame must be put on a misunderstanding by his envoys.⁶²³ Van Collster was thereupon brought back to the ship to confirm the sultan's readiness for the audience.

The "misunderstanding" about proper procedure was critical in the sense that if it had not been cleared up, it would have led to an increased lack of trust. And had it escalated, that lack of trust might well have led to a breakdown in negotiations before they even started. Van Diemen's way of handling it was, as we have seen, to suggest that the sultan's side was not upholding its agreements. Alauddin preferred simply to brush the affair aside while at the same time he offered an outstretched hand to the Dutch. Judging by his actions, Alauddin seems to have had a fairly precise perception of what was at stake at the time. In any case, having thus cleared up the initial misunderstanding, on the morning June 24, the scene was set for "real negotiations," namely an agreement on the specific contents of the treaty.

⁶²³ "een abuijs van zijn volk." Van Diemen's report, DRB June 23, 1637, 284.

Negotiations of substance, June 24

Caen, who had done the initial talking with the Makassarese envoys the day before, was appointed chief negotiator of a six-person delegation, including a trumpeter, all “well-dressed” for the task. Once ashore, the delegation was received with honour and brought to the court to meet with the Makassarese negotiation party: Alauddin himself, and prominent members of the elite.⁶²⁴ So, after some delay it was time to determine among members of the Makassarese elite themselves the terms of the treaty.

After giving another concession to protocol by passing on the governor-general’s greetings to Alauddin, Caen repeated that the purpose of their mission was to negotiate the terms for a formal peace with the sultan.⁶²⁵ There seems to be an adjustment here compared to the day before. Caen’s proposed treaty of “peace *and friendship*” of the day before was reduced to “peace” and “peace” only. This might well reflect that Van Diemen and Caen had lowered their expectations in view of the

⁶²⁴ Van Diemen’s report, DRB June 23, 1637, 284.

⁶²⁵ “Van de condition die op het sluijten des vrede mochten voorgesteld worden.” Van Diemen’s report, DRB June 23, 1637, 284. One should note that neither “friendship” nor “alliance” are mentioned.

complications they had already experienced in securing a negotiating position.

The Company's initial conditions for peace were also repeated, but they were not phrased in exactly the same manner. On June 24, the demand for a ban on sailing to Malacca was openly stated as being directed against the Portuguese. The sultan should prohibit his subjects from sailing to Malacca and Ceram because the former was in the hands of Company's declared "arch-enemies."⁶²⁶ It is not inconceivable that the implication of this demand was that if the Makassarese did not comply, the Dutch would consider them enemies, too. Also on the speculative side, it might well be that the explanation of the war against the Portuguese could have been taken as an invitation to Alauddin to take a pro-Dutch stand against the Portuguese. After all, who would want to side with deceivers, unless they be deceivers themselves!

Alauddin's first response, June 24

After Alauddin had conferred with his suite, prince of Tello acted as spokesman. He declared once more that the sultan "highly applauded the

⁶²⁶ "openbaere ervvijanden." Van Diemen's report, DRB June 23, 1637, 284.

offered peace”⁶²⁷ and that he wished “nothing more than to confirm an everlasting treaty.”⁶²⁸ This was an exaggeration, to say the least. After the initial gesture of general goodwill, Alauddin, still speaking through prince of Tello, went on to give the Makassarese position on the Dutch proposals in more detail, raising several objections and proposing several revisions.

As for a Dutch prohibition on Makassarese sailing to Malacca and Ceram, the sultan held forth that sailing to those destinations were traditional rights of his people and beneficial to the welfare of his realm.⁶²⁹ Still he accepted the prohibition in principle, by recognising the Company’s right to enforce the ban in “unfree waters,”⁶³⁰ and that the exercise of rights of sanction should not be regarded as an infringement or breach of contract from the Dutch.⁶³¹ This was also what was agreed

⁶²⁷ “den aengeboden vrede op’t hoogste behaechte.” Van Diemen’s report, DRB June 23, 1637, 284.

⁶²⁸ “Item niet anders verlangden alls om deselve te conformeeren ende voor eeuwich te continueeren.” Van Diemen’s report, DRB June 23, 1637, 284.

⁶²⁹ “Tot beter welvaert van zijn landt souwde exerceeren.” Van Diemen’s report, DRB June 23, 1637, 285.

⁶³⁰ “Datt wij zijn onderdaenen off subjecten op gemelte onvrij vaarwaetters bejegennende als vijanden aenslaen mochten.” Van Diemen’s report, DRB June 23, 1637, 285.

⁶³¹ The grant of the Company’s right of sanctions continued thus: “sonder dat het selve eenige verbreckinghe van het selve eenige verbreckinghe aen dese contract veroorsaecken soude.” Van Diemen’s report, DRB June 23, 1637, 285.

upon in the final treaty.⁶³² Although giving in to the Dutch demand, Alauddin did leave his imprint on the regulation of the sailing ban issue. First, he made his statement on the traditional Makassarese sailing rights in the “unfree waters,” and although accepting the Company’s terms, neither the blame for breaches nor the obligation of enforcement was laid on him. He must have considered it the best he could get given the situation he was in with a Company fleet anchored in his roadstead. Alauddin’s recognition of the “persuasive power” of the Company’s military strength was in actual fact explicated both during the negotiations and in the final treaty.⁶³³

Seen in this light Alauddin seems to have been acting rationally to protect the secular interests of Makassar, in particular its sovereignty and livelihood. When he made concessions, as in the above example, his strategy seems to have been to give away what the Company would very likely take anyway, given their superior naval strength. From such considerations of the asymmetrical balance of military strength it seems reasonable to suggest that Alauddin’s thinking went something like the

⁶³² 1637 treaty, unnumbered art. 3, *Corpus Diplomaticum*, 1.304; see section 3.

⁶³³ See below and section 3.

following: If he refused to comply with the Dutch condition, they would act to enforce it anyway, while he himself risked war with the Company. Total compliance, on the other hand, would mean that if he failed to enforce the prohibition (which he in all likelihood would), he would himself be accused of a breach of contract, the likely outcome of which again could be open war.

If we view the Makassarese acceptance of this perspective, it might as likely originate from a shared reason of state rationality between the Makassarese and the Company's negotiators as from a miscommunication between two parties who were unable to transgress their traditional mental framework. It is also well worth noticing that the Dutch demand for a sailing ban was not phrased in legal generalities. The formulation of the regulation was casuistic and concrete. This all suggests that Alauddin and Van Diemen not only were players in the same game, but were able to perceive it as such.

With the Makassarese acceptance of the Company's conditions for peace on June 24, the conditions for a treaty seemed settled. Depending on Dutch approval of the Makassarese revisions, all that

remained was the signing and sealing of the treaty.⁶³⁴ The procedure for the final signing was agreed as follows: On Caen's return to the ship, Van Diemen was to signal as soon as he had accepted the sultan's revisions and signed the treaty. The sultan was then to give his return salute from the fort.⁶³⁵ But the final deal was not closed yet. Before he returned to the ships Caen raised the issue of establishing a Company lodge in Makassar.⁶³⁶ This raising of an issue of substance after the negotiations proper had been concluded could be regarded as a breach of protocol, but on the other hand, in principle the request should not be regarded as controversial, since the right of permanent residence had already been granted to the Portuguese.

But, from the Makassarese point of view, the request for a permanent Dutch lodge was both controversial and delicate. It put Alauddin in a dilemma, because to reject it outright would be offensive, while conceding to it would put Makassar in an awkward position. A Dutch presence in Makassar would increase the probability of outright

⁶³⁴ Van Diemen's Report, DRB June 24, 1637, 285.

⁶³⁵ Van Diemen's Report, DRB June 24, 1637, 285.

⁶³⁶ "Alls off seer gaerren eenige residenten op Macassar wilde houwen." Van Diemen's Report, DRB June 24, 1637, 285.

violence between the Dutch and other Europeans in the realm itself. More important, it might expose the Makassarese to increased Dutch influence in all their affairs. In that sense, the request for a permanent lodge went to the heart of their concerns over Makassarese autonomy and sovereignty. Alauddin solved the dilemma by replying that an establishment of a Dutch lodge “may well happen, but first they had to come to trade.”⁶³⁷

In the final treaty, text Alauddin’s vague answer was worked into a compromise: The Company was allowed to establish a lodge, but not on a permanent basis, the right was restricted to periods of stay for Company ships.⁶³⁸

Furthermore, the establishment of a Company lodge in Makassar meant that a whole new range of issues, particularly concerning jurisdiction in cases of conflict between Company servants and the sultan’s subjects or third parties residing in Makassar, had to be regulated. Such concerns figured either implicitly or explicitly in several

⁶³⁷ Van Diemen’s Report, *DRB* June 24, 1637, 285.

⁶³⁸ The crucial formulation was “zoo langh hier een off meer schepen ter rheede hebbede.” 1637 treaty, unnumbered art. 1, *Corpus Diplomaticum*, 1.303-304.

of the clauses of the final treaty text.⁶³⁹ The ruling on these political and juridical issues also became a major topic in the negotiations.

Dutch deliberations and swift response on the ship, June 24

After Alauddin's response on the lodge issue, Caen returned to the ships for deliberations and instructions on how to respond to Alauddin's response. Van Diemen was quick to accept Alauddin's propositions, and ordered the firing of the salute to confirm his signing of the treaty, thirty-two shots in all. "After some waiting," a "counter-salute" was fired from the Makassarese fort, from "three pieces."⁶⁴⁰

Van Diemen noted both the imbalance in numbers of shots fired and the interval between the Dutch and Makassarese salutes, which suggests he thought the Makassarese response was asymmetrical. He still may have harboured doubts about Alauddin's real intentions and motives, as he "seems to be totally under the spell of our enemies and feigned friends."⁶⁴¹

⁶³⁹ 1637 treaty, unnumbered arts. 2–3, 5–6, and 11–12. For the negotiations on these issues, see below. For the final formulation of the regulations, see section 3.

⁶⁴⁰ Van Diemen's Report, DRB June 24, 1637, 285.

⁶⁴¹ "Apparent door onse vijanden and geveijnsde vrunden d'ooren voll geblasend wesende." Van Diemen's Report, DRB June 24, 1637, 285.

On the other hand, there can be no doubt that after receiving Caen's report Van Diemen was convinced that only a few formalities remained before the Company could sign and seal the treaty with Makassar. Nevertheless, the following day, when Van Diemen and Caen originally planned to devote to the concluding formalities, saw another round of negotiations.

Alauddin's amendments and continued negotiations, June 25

On sending Caen ashore with an "honourable" retinue on the morning of June 25, the Dutch expected Alauddin to sign the treaty agreed to the previous day. Instead, Caen was met by a number of amendments proposed by Alauddin. As these undisputedly represented Makassarese deliberations and a further response to the Dutch proposals of June 24, the sultan's proposals for amendments and his way of putting them forward on June 25 are worth analysing in detail. In them we are faced with an autonomous Makassarese diplomatic response to the Dutch initiative "in the raw."

Alauddin's proposed amendments, written in Malay, were presented as intended "to strengthen the obligations and commitments of

the contract for both sides.”⁶⁴² Alauddin also repeated his “sincere and sole intention for a lasting peace,”⁶⁴³ and assured that his amendments were “completely in line with what had been agreed to the day before, translated in his presence into the Dutch language.”⁶⁴⁴ Alauddin requested that the June 24 document with the governor-general’s signature be returned, and that his own amendments be included in a new draft of the treaty.⁶⁴⁵

It was a clever and cunning move by Alauddin. Ironically, Caen’s request for a lodge after the formal ending of the meeting June 24 was met by a symmetrical breach of protocol by Alauddin, because he demanded new revisions after the negotiations were supposed to have been concluded. Alauddin’s wish to amend and revise put the Dutch in a dilemma. Given his intentions of making the treaty more solid and binding, the Dutch could hardly object without a loss of face. Alauddin’s amendment raised the question of jurisdiction in criminal cases in

⁶⁴² “omme te dienen tot bondiger onderhoudinghe ende meerder verseeckeringe van’t gecontracteerde aen weder sijde.” Van Diemen’s Report, *DRB* June 24, 1637, 286.

⁶⁴³ “den vrede recht meenende, ende niet anders socht dan die lang te continueeren.” Van Diemen’s Report, *DRB* June 24, 1637, 286.

⁶⁴⁴ “punctuelick conform de meeninge in’t bijwesen des Coninckx getransalateert ende in Nederlandts overgenomen hadde.” Van Diemen’s Report, *DRB* June 24, 1637, 286.

⁶⁴⁵ Van Diemen’s Report, *DRB* June 24, 1637, 286.

Makassar when Company servants were accused of crimes. Here the sultan demanded that he should hold supreme and sole authority.⁶⁴⁶

Undoubtedly the sultan's amendment was directly connected with the Dutch request for a permanent lodge.

Deliberations and decisions on Alauddin's amendments on board, June 25

On board the ship, all of Alauddin's amendments were found acceptable, except for the one concerning jurisdiction over the Company's subjects when residing in Makassar. Although he euphemistically said that it must be "slightly revised,"⁶⁴⁷ Van Diemen's position was that Alauddin's proposal was unacceptable. His counterproposal—that the Company itself should correct its own personnel—represented a radical break with the sultan's claim of full sovereignty.⁶⁴⁸ The Dutch counterproposal thus not only represented more than a "slight revision," it implied an infringement on the sultan's judicial autonomy, or sovereignty. As we have seen Andaya states that this was a point that any South Sulawesi ruler would never compromise on, as it concerned his and his lineage's

⁶⁴⁶ "d'onse wanner in sijn land coomen te vergrijpen. Off ijmant te beschadigen straffen sall." Van Diemen's Report, *DRB* June 26, 1637, 286.

⁶⁴⁷ "Een wenig veranderen." Van Diemen's Report, *DRB* June 26, 1637, 286.

⁶⁴⁸ "dat van ons eigen volck souden blijven corrigeeren." Van Diemen's Report, *DRB* June 26, 1637, 286.

pride and honour,⁶⁴⁹ but in actual fact, Alauddin did bargain when the matter became an issue during the further negotiations, and the final solution in the treaty was a compromise between Alauddin's proposition and Van Diemen's counterproposition. The supreme sovereignty of the sultan in cases involving the Company and other European nationals residing in Makassar as well as between the Company and Makassarese subjects and others residing in Makassar was recognised. On the other side, the Company's chief resident had the right to sit in and be heard in such cases.⁶⁵⁰

The June 26 negotiations

On Friday, June 26, Caen went ashore with an "impressive following"⁶⁵¹ for the final negotiations, bringing with him two documents: the Dutch response to Alauddin's revisions and amplifications from the day before,

⁶⁴⁹ See my treatment of Andaya's positions above.

⁶⁵⁰ 1637 treaty, unnumbered art. 5, in which the Sultan's supreme authority was recognised: "alle voorvallende questien tusschen de Nederlandsche ende d'Engelschen, Deenen, Portuguesen, Makassaren etc. bij de Maijesteit affegedaen sall worden ... mits dat het presente Nederlandts oppe hooffd mede in sijn raedt sall compareren." *Corpus Diplomaticum*, 1.304.

⁶⁵¹ "aensienkijcke suihte." Van Diemen's Report, *DRB* June 26, 1637, 286.

and the original treaty text of June 24.⁶⁵² In the following exchange with the sultan, Caen first declared that the Company agreed to all of the sultan's minor amendments, and that these could well be included in the treaty.⁶⁵³ He then turned to the controversial issue of jurisdiction over Company servants. Having put forward the Dutch counter-proposition of a "joint" sitting and hearing in such cases, Caen went on to give the Dutch rationale, which tellingly did not represent an example of principal legal thinking "à la Europe." Caen's argument was that the Company's autonomy in jurisdiction over its own personnel was the "standard practice" elsewhere in the Company's area of operation in Asia.⁶⁵⁴

It should be noticed that Caen's argument here is not built upon general principles of law, but on precedents and actual practice. If the argument here is used tactically to acquire rights on par with those of other nations and peoples, it still aligns more with the Directors' recommendations of pragmatism than an appeal to European legal formulas.

⁶⁵² Van Diemen's Report, *DRB* June 26, 1637, 286.

⁶⁵³ Van Diemen's Report, *DRB* June 26, 1637, 286.

⁶⁵⁴ "hoe wij in meest alle quartieren van Indien daer negotieeren meesters over ons volck waerren." Van Diemen's Report, *DRB* June 26, 1637, 287.

In his response, Alauddin stuck to his original position of maintaining sole and unabridged jurisdiction. Any outsider, be they English, Danish or Portuguese, or any other outside people who came to trade, were under the sultan's jurisdiction.⁶⁵⁵ His position on the one hand is thus in keeping with Andaya's proposition about the sacrosanct status of sovereignty in the South Sulawesi states-system. But, on the other hand, it is noteworthy that Alauddin's legitimation of his stand does not refer to idioms of or arguments from this tradition. In fact, he justifies it in the same fashion as Caen, by pointing to already established practice. The sultan's unabridged authority was "the rule and practice that was being followed regarding the handling of justice regarding the English, Danish and Portuguese and all other foreigners that had come to trade in his land."⁶⁵⁶ So, if there were antagonistic positions, the arguments for them followed similar lines: custom and practice was the shared point of reference. A proposition about conflicts of interest within

⁶⁵⁵ Van Diemen's Report, *DRB* June 26, 1637, 287.

⁶⁵⁶ (Alauddin) "bleef parsisteerren ende vaststaen also seijde ... d'Engelsen, Portugeesen ende alle andere vremdelingen die in sijn land resideerren off coomen handellen sulcx subject sijn." Van Diemen's Report, *DRB* June 26, 1637, 287.

a shared field of competition is then just as plausible a frame of interpretation as one of “conflicting treaty conceptions.”

After hearing Alauddin’s position and his argument for it, Caen concluded that they would “come no further on this point.”⁶⁵⁷ He would have to confer with Van Diemen before agreeing, and consequently Caen asked permission to return to the ship to do so.⁶⁵⁸ Back on the ship Van Diemen and Caen came up with a compromise position involving a “slight change” of the text “according to the king’s wishes [and] which would be favourable to both sides.”⁶⁵⁹ The revision gave the Company’s resident the right to appear in the king’s council and have a voice in the final decision.⁶⁶⁰ If the Dutch were accorded a place in judicial matters concerning their own personnel, the revised proposition was better for Alauddin than the original one, because the Company was allowed no jurisdictional autonomy, and the sultan’s supreme position in judicial affairs was recognised.

⁶⁵⁷ Van Diemen’s Report, *DRB* June 26, 1637, 287.

⁶⁵⁸ Van Diemen’s Report, *DRB* June 26, 1637, 287.

⁶⁵⁹ “goetgevonden . . . tselve point een weijnich tot des koninckx begeeren tusschen beide te veranderen.” Van Diemen’s Report, *DRB* June 26, 1637, 287.

⁶⁶⁰ “hij [the sultan] over d’onse wanner in hun in sijn landt comen te verlopen of te vergrijppen recht ende justitie recht ende justitie sall mogen administreeeren mits dat her presente Nederlants opperhoofd in sijnnen raet compareren ende stemme hebben sall.” Van Diemen’s Report, *DRB* June 26, 1637, 287.

The revised proposal was then included in the (new) draft treaty, which was signed and sealed anew by Van Diemen. What was left then should be for Alauddin to accept and sign. Around noon then, and for the second time Caen went ashore, and we must assume in the hope that the treaty would now finally be signed.

The second negotiations, June 26

Meeting with the sultan for the second time on June 26, Caen offered the revised treaty text to Alauddin for his signature, with the appropriate deference,⁶⁶¹ upon which the sultan reportedly “showed every sign of satisfaction.”⁶⁶² That should have been it—mission accomplished. But there was still another hurdle to jump, and it was Alauddin who set it up. He requested the addition of a clause stating that the treaty would be binding not only for the present governor-general, that is Van Diemen, but for future governors-general as well.⁶⁶³ Caen had no objections to this point, and so it was agreed.⁶⁶⁴

⁶⁶¹ “met de vereijste eerbiedicheijt.” Van Diemen’s Report, *DRB* June 26, 1637, 287.

⁶⁶² “darinne seer goet contentement nam.” Van Diemen’s Report, *DRB* June 26, 1637, 287.

⁶⁶³ “Doch alsoo considereerden dat de Generaells oordonnararij naer drie jaerren verandert werden...datt dese contractie soo wel bij de naercomelingen als de presente

Conclusion, Section 3

The issue of the treaty's duration illustrates problems in Andaya's approach on a number of issues. First of all, it is difficult to see what precisely Andaya would have us believe is the cultural specificity of Alauddin's claim.⁶⁶⁵ The insistence on durability might as likely come from contextual considerations as from spiritual notions of "treaty." In other words, Alauddin may simply have thought that he had gotten the best terms he could under the circumstances.

Even if Andaya's view of the sacred nature of South Sulawesi contract logic is accepted, the question remains: Was it this perception that "directed" Alauddin's expectations and performance during the June 1637 negotiations? Some facts definitely contradict such an assumption. First of all, Alauddin was not dealing with another Makassarese power. He was dealing with a European outsider. Second, the issues involved concerned practicalities in formalising a relation with this outside power, not issues of relative hierarchical rank. The context implies that the concerns and conceptions in the South Sulawesi model of diplomacy

generaell soude van weerden gekent ende achervolgcht warden." Van Diemen's Report, *DRB* June 26, 1637, 287.

⁶⁶⁴ Van Diemen's Report, *DRB* June 26, 1637, 287.

⁶⁶⁵ See section 1, above.

were more or less irrelevant in the negotiations with the Company from the start.

Third, Alauddin's performance during the negotiations shows that his preoccupation lay with obtaining the optimal results on the practical issues raised by the Dutch. Concerns of prestige and hierarchy were only indirectly involved. Suppose, then, that from Alauddin's point of view, the terms he got at the end of the June 26 session were the best he could get, considering the balance of strength between himself and the Company. Alauddin's insistence on the permanence of the treaty may too just as well be explained by contextual as by structural reasons. The former explanation is actually supported by Alauddin's remark in the treaty text itself, where he says that he would have wished it otherwise, but in view of the Dutch naval military strength he saw no other option but to accept.⁶⁶⁶ Taking such contextual considerations into account, Alauddin had *immediate* reasons for insisting on the perpetuation of the treaty. It may not have stemmed from particular South Sulawesi sacred

⁶⁶⁶ "Dat hem in zijn rijck geensints sullen sullen mogen beschadigen, allsoo tegen de Nederlanders geringh van maght zegt te wesen." 1637 treaty, unnumbered art. 2 (see also unnumbered art. 7), *Corpus Diplomaticum*, 1.304. See analysis of treaty text, below.

conceptions of treaty but more likely from contextual concerns over secular power politics. This proposition has more general methodological issues. For in Andaya's explanation, we are invited to explain Alauddin's actions as reflexes where "tradition is speaking through him." But the evidence of the negotiations suggests otherwise, namely that Alauddin was consciously *acting* out of secular reflections on the situation and context he was in.

Finally, Alauddin was acting in a mode that was understood by the Dutch. As for miscommunications, insistence that the treaty was binding "forever" was not a foreign idea not formulated in the VOC contracts⁶⁶⁷. But in all fairness, it must be taken into account that Andaya's argument for misconception is that "forever" meant something different in the South Sulawesi context than in the Dutch, given the sacred or metaphysical logic in which it was conceived. But that counter-argument rests on the assumption that Alauddin was bringing his local conception of treaty to the negotiations with the outsider Dutch, that is, that he was disregarding the fact that he was dealing with "outsiders." But, if we follow Resink, the Makassarese had their own separate

⁶⁶⁷ See for instance chapter 7, below.

institutions reserved for dealing with outsiders. The proposition is also weakened by Alauddin's performance during the negotiations, which reveals a preoccupation with specific regulations.

In actual fact, there is hardly any correspondence between Alauddin's actions during the June negotiations 1637 and what one might expect from Andaya's conception of the typical South Sulawesi treaty. Contrary to Andaya's propositions about the relatively peripheral position of specific regulations *in* the treaty, and compared to the primary focus on the treaty as a "mythical" regulation of relative status positions *of* treaty, Alauddin's preoccupation in his dealings with the Dutch lay in the substance of specific treaty regulations. The back and forth and the final agreement over the issue of jurisdiction over Company servants in Makassar illustrates this well. Nor does the Dutch performance fit with assumptions about being "hung up" by a master manual of "international law." The 1637 treaty was a *negotiated* one, with give and take on both sides. Judging from their respective performances, both Van Diemen (and Caen) and Alauddin acted pragmatically during these negotiations, trying to get their best in the circumstances they were in. "Their best" meaning the best practical solutions to actual problems, neither

conceived nor articulated in terms of local tradition or in terms of international law.

That Alauddin's insistence on permanence was accepted on the spot corroborates the proposition that the Dutch also felt that they had obtained the optimum result. In fact, for all the initial misunderstandings leading up to the negotiations per se, and for all the hurdles during the negotiations, the two parties understood each other well enough to conclude a treaty that was characterised by compromises.

Section 4: Text, meaning, and nature of the June 26 treaty

Section introduction

For Andaya, what caused the clash in making the Company–Makassar treaty was that the former stuck to European standards and methods that were incompatible with the South Sulawesi tradition. In the section on the negotiations for the 1637 treaty, I have argued that this seems a dubious proposition. What I shall do in this section is to demonstrate that neither Andaya’s proposition about the typical European reference to international law, nor his assumption of miscommunication due to conflicting and incompatible frames of cultural references are convincing when we consider the text of the final treaty.

The typical Company treaty as opposed to the South Sulawesi tradition, according to Andaya

The expectation in the South Sulawesi function and meaning of “treaty” was that it served to reflect shifts in power relations and alliances. It was dynamic and flexible: the constant alignment and realignment of vassal states from one overlord to another was an expected phenomenon that resulted from an on-going process by which each state sought its proper

level within the interstate hierarchy. Shifts in alliances that resulted from new agreements were not seen as breaches of contract in South Sulawesi logic, but as a reflection of the South Sulawesi leaders' subtle understanding of the function of both while assuring the political as well as the spiritual welfare of their states.⁶⁶⁸

Leaving aside the unlikely implicit proposition that South Sulawesi assumed that by concluding a treaty with an outsider party like the Company the latter was automatically included in the local hierarchy of power, Andaya's point is that European standards and the Company's practice were built on a totally different platform. In Andaya's words, the Company "introduced a new concept of treaties and treaty-making in South Sulawesi."⁶⁶⁹

What was then so "new" and "different" about it? The emphasis in the European contracts lay on specified and detailed regulations with the expectation that these be honoured as to their precise and specific wording: According to Western European treaty practices at the time, once a treaty text had been formulated, "the provisions therein were

⁶⁶⁸ Andaya, "Treaty Conceptions and Misconceptions," 285–86.

⁶⁶⁹ *Ibid.* 286.

considered to be binding to all signatories.”⁶⁷⁰ The dynamism and flexibility that lay in the South Sulawesi conceptualisation of “treaty” were then consistently interpreted as lack of trustworthiness and breaches of contract. Whereas local South Sulawesi treaties in essence represented a mechanism for the distribution of political and spiritual “capital,” to the Company they represented a means for acquiring profit: “The treaties between the Company and the native states were ... always basically commercial with the foremost aim being the acquisition of trading advantages for the Company. But such treaties were totally alien to the concept of treaties in South Sulawesi.”⁶⁷¹

So, both in meaning and intent, the treaty making between the Company and Makassar represented a clash between two conceptual worlds. That applied to the particular form of the treaty, as well; between the South Sulawesi treaty whose general function lay in preserving “harmony in society,”⁶⁷² and the typical Western treaty with “its carefully worded articles.”⁶⁷³

⁶⁷⁰ Ibid. 286.

⁶⁷¹ Ibid. 288.

⁶⁷² Ibid. 284.

⁶⁷³ Ibid. 286.

Accommodation as the exception to the rule

Andaya notes that elements from the South Sulawesi tradition could be incorporated into the treaty text. He also mentions that at times, the Company incorporated elements of the local treaty mode and form; but this was the exception, and limited to cases where the Company was in a weak negotiating position or in dealings with insignificant native states.⁶⁷⁴ Thus, Andaya's argument for explaining the exception to the rule is that the Company would depart from its preferred mode of imposing its own treaty tradition either when it felt itself bargaining from a weak position, or from a position where it felt no threat at all.

Andaya on antagonistic interpretative frameworks as the rule

One should note that although Andaya seemingly allows for the possibility of compromise, the idea of compatibility is still rejected. If there is compromise, it is really the conjoining of separate forms.

Andaya's perspective does not allow for compromise as mixing and blending on the same and individual point, because real communication is ruled out by the assumption of antagonistic interpretative frameworks. But, as I have tried to demonstrate in my discussion on the negotiations,

⁶⁷⁴ Ibid. 287.

the making of the 1637 treaty was a process between actors who did communicate with each other in meaningful ways. That is reflected in the text of the treaty, which precisely puts down the mix of concessions and gains on both sides arrived at during the negotiations. To demonstrate my point that the treaty was a result of give and take, I shall give a brief overview of the contents of the respective clauses, before analysing in more detail how the issue of sovereignty is handled.

The specific regulations of the treaty

The specific regulations in the 1637 treaty are not numbered.⁶⁷⁵ Simple reckoning by paragraphs starting with “that,” and splitting one of these into two, yields twelve specific regulations in all. I shall briefly summarise the contents of each separate “article,” and indicate the connection between the final regulations and the negotiations that led up to them. For the sake of clarity, I will use my own numbering of the clauses. All references are to Heeres’ Compilation.

The first clause states that the Company’s right to establish a lodge remained restricted to the periods when its ships were in the

⁶⁷⁵ See section 1, above.

roadstead of Makassar.⁶⁷⁶ The final regulation on the issue of the Company's request for a lodge thus reflects a compromise between Caen's request and Alauddin's response on the first day of real negotiations, when Alauddin rather coldly had retorted to the Company's request that "first they had to come to trade."⁶⁷⁷

In the second clause, the Company's obliges itself to guarantee the sultan's sovereignty and safety,⁶⁷⁸ and in the third clause this obligation is elaborated to apply to all foreigners residing in Makassar.⁶⁷⁹ Not stated, but implicitly clear enough, the Dutch were not to start any hostilities towards other European nations while in the sultan's domain.

Not introduced by a particular "that," but still an issue in its own right, the ban on Makassarese sailing to Malacca and the coast of Ceram is included in the third clause.⁶⁸⁰ The reason why it is included in the paragraph banning Company violence in the sultan's domains is easy to

⁶⁷⁶ "dat zoo lang hier een off meer schepen ter rheede hebbende." 1637 treaty, unnumbered art. 1, *Corpus Diplomaticum*, 1.303.

⁶⁷⁷ See section 2, above.

⁶⁷⁸ "Hem in zijn rijk geensints sullen mogen beschadigen." 1637 treaty, unnumbered art. 2, *Corpus Diplomaticum*, 1.304.

⁶⁷⁹ "De Nederlanders ook gedurende desen vrede niet vermogen zullen, tegen Zijne Majjt noch niemandt onder desselfs gebiet sorterende vijandtljckheid te betoonen." 1637 treaty, unnumbered art. 3, *Corpus Diplomaticum*, 1.304.

⁶⁸⁰ "Behoudens dat desselfs subjecten in onvrij vaarwaters, te weten omtrent Malaca, op de cust van Ceram etc. sullen vermogen als vianden aen te tasten ende te nemen, 't welck aen dit tractat geen infractie zall veroorzaeken." 1637 treaty, unnumbered art. 3, *Corpus Diplomaticum*, 1.304.

understand. It states an exception to the ruling of nonviolence by the Company because it allowed sanctions against sailings in the “unfree areas.” As had been agreed during the negotiations, then, the responsibility of enforcement lay explicitly in the hands of the Company.

The fourth item concerns the mode of action in case of conflict between the Company and the sultan’s subjects. Such conflicts should not be regarded as breaches of the peace between the Dutch and Makassarese people, but be handled in “the most delicate manner.”⁶⁸¹ The regulation thus represents the final agreement on the back and forth haggling on the issue during the negotiations.

The fifth ruling concerns how to handle eventual conflicts between the Company and the other European nations residing in Makassar. The procedure agreed upon is that the sultan should have “the final say.”⁶⁸² The Company’s senior merchant (*opperhoofd*) was,

⁶⁸¹ “Dat om particuliere questie met ijmandt van de zijne geen verbrekingh van vrede comen, maer op het gevoeghelikste gemodereerd werden zal.” 1637 treaty, unnumbered art. 4, *Corpus Diplomaticum*, 1.304.

⁶⁸² “Bij de Maijt. affgedaen zall worden.” 1637 treaty, unnumbered art. 5, *Corpus Diplomaticum*, 1.304.

however, accorded the right to sit in and be heard at the proceedings.⁶⁸³

The final wording on the issue then reflected the last Dutch compromise proposal by the Dutch to Alauddin's rejection of their original proposal during the negotiations.

The sixth ruling is partly in favour of Alauddin's interests as it expressly forbid violent actions by the Company against its European enemies in Makassar's roadstead.⁶⁸⁴ At the same time, the Dutch were to enjoy the same freedoms as the other European nations⁶⁸⁵ — another negotiated compromise inscribed in the treaty.

The issue of intra-European fighting in the harbour at Makassar is further elaborated on in the following paragraph, which simply states that the sultan neither could nor would be held responsible for such belligerent actions.⁶⁸⁶ An explicit explanation is given whereby the sultan points to his impotence regarding naval military strength.⁶⁸⁷ Still the

⁶⁸³ “Mits dat het presente Nederlandts opperhoofd mede in zijn raedt sall compareren.” 1637 treaty, unnumbered art. 5, *Corpus Diplomaticum*, 1.304.

⁶⁸⁴ “zijn rhee de ongevioleerd zullen laten.” 1637 treaty, unnumbered art. 6, *Corpus Diplomaticum*, 1.304.

⁶⁸⁵ “De Nederlanders ende ook gelijcke vrijheid (as the other Europeans in Makassar) genieten.” 1637 treaty, unnumbered art. 6, *Corpus Diplomaticum*, 1.304.

⁶⁸⁶ “hem (the Sultan) allsdan de schullt niet sullen geven.” 1637 treaty, unnumbered art. 6, *Corpus Diplomaticum*, 1.304.

⁶⁸⁷ “allsoo sulx ter zee niet beletten kan.” 1637 treaty, unnumbered art. 6, *Corpus Diplomaticum*, 1.304.

Company was declared free to chase and fight their enemies outside the roadstead.⁶⁸⁸

The eighth unnumbered clause treats the political relations between the Company and Makassar more generally, defining their rights of autonomy in foreign policy and defining limits to their mutual commitments. Each party was free to attack its own enemies, but neither was obliged to assist the other in case of an attack by a third party.⁶⁸⁹ In short, the Company and Makassar were not allies.

The ninth article represents a qualification of the preceding one. The non-alliance status was modified by a reciprocal vow not to enter into secret negotiations with third parties, which might jeopardise the peace.⁶⁹⁰ So, there were some restrictions on autonomy after all.

The tenth unnumbered article is the only one concerning trade directly, specifying export tolls,⁶⁹¹ whereas the final two clauses concerned actions to be taken in cases of runaways and converts. They

⁶⁸⁸ “Mits dat de Nederlanders op gelijke maniere bij gelegenheid hare revenge sullen mogen nemen.” 1637 treaty, unnumbered art. 7, *Corpus Diplomaticum*, 1.304.

⁶⁸⁹ “Dat ijder met zijn vijanden zal aenspringen, sonder gehouden te wesen den andren te adsisteeren.” 1637 treaty, unnumbered art. 8, *Corpus Diplomaticum*, 1.304.

⁶⁹⁰ “Dat van beijde zijde geen vreemde praetjens ofte uijtsstroijnselen die den gamaeckte vrede eenighsints hinderlijck moghten wesen, lichtelijck sullen aennemen.” 1637 treaty, unnumbered art. 9, *Corpus Diplomaticum*, 1.304.

⁶⁹¹ 1637 treaty, unnumbered art. 10, *Corpus Diplomaticum*, 1.304.

included the reciprocal obligation of returning runaways⁶⁹² and a reciprocal abstention from acts of conversion.⁶⁹³ The treaty concludes with the amendment, presented by Alauddin on the final day of negotiations that the treaty should be binding on future governors-general.

Comments: The nature and form of the treaty

The 1637 treaty presents regulations for practical issues concerning *political* relations between Makassar and the Company. Of the twelve clauses, only one concerned regulations on commercial interactions. The regulations for political interaction, regarding both relations with third parties and bilateral relations between Makassar and the Company, predominantly represented issues that had been brought up during the negotiations, or were derived from them. None of them were formulated in European legal terms, nor made with reference to international law. All of them were casuistic, and formulated with due regards to specifics. As such, none left much room or need for “cultural interpretation.”

⁶⁹² 1637 treaty, unnumbered art. 11, *Corpus Diplomaticum*, 1.305.

⁶⁹³ 1637 treaty, unnumbered art. 12, *Corpus Diplomaticum*, 1.305.

Had Alauddin applied a local South Sulawesi treaty conception along the lines of Andaya's model, he would have been blinkered. But his performance during the negotiations proves that he was not. So does the imprint of the negotiated compromises in the final treaty. I shall elaborate the proposition of Alauddin's "accommodated" concept of "sovereignty" in further detail.

The issue of "sovereignty"

Andaya's proposition is that "sovereignty" in the South Sulawesi sense was a sacred concept infused with emotions of pride and prestige,⁶⁹⁴ and thus constituted the core of South Sulawesi thinking on self-esteem and rank.⁶⁹⁵ It was an issue for which any South Sulawesi ruler would sooner give his life than compromise on.⁶⁹⁶ But, Alauddin all the same *did* compromise with the Company in 1637, and consciously so, most likely in order to protect his realm.

In the preamble of the Contact between Makassar and the Company of June 26, 1637, the type of treaty is given as "agreed

⁶⁹⁴ Andaya, "Treaty Conceptions and Misconceptions," 284.

⁶⁹⁵ *Ibid.* 285.

⁶⁹⁶ *Ibid.* 284.

conditions for peace.”⁶⁹⁷ Alauddin’s status as contractor was given as “king of Makassar” and he was titled “His Majesty.” Van Diemen acted as contractor on behalf of the Company in the position as governor-general of “The Dutch state in Asia.”⁶⁹⁸ The preamble then clearly deviates from the typical South Sulawesi diplomatic idiom, as no specific type of relationship or implicit distribution of reciprocal rights between the contractors was included. Still, rather than looking at this as an intrusion of Company standards, this might be explained by the fact that neither party saw the inclusion of the Company into the local South Sulawesi states system as relevant. After all, Alauddin did not even accept a permanent Company lodge in Makassar. The South Sulawesi model of preamble might simply have been regarded as both irrelevant and undesirable to him.

The same goes for labelling the agreement as a treaty of peace rather than as an alliance. Van Diemen probably hoped for the latter, but the request was quickly put aside. Alauddin, on his side, must have preferred a treaty of peace and peace only rather than an alliance, as his performance during the negotiations indicates that he was trying to avoid

⁶⁹⁷ “Conditionen ... op het treffen van de vrede.” 1637 treaty, *Corpus Diplomaticum*, 1.303.

⁶⁹⁸ “den Nederlandschen stant in Orienten.” 1637 treaty, *Corpus Diplomaticum*, 1.303

any tighter bonds than the ones he could not refuse without risking war with the Company.

The preamble is furthermore clearly “European” in the sense that it is presented as a symmetrical state-to-state treaty. Such symmetry does admittedly mark a break with the South Sulawesi traditional preoccupation with hierarchy.⁶⁹⁹ But did that mean it was incomprehensible to Alauddin and that consequently he could not act rationally within such a framework? The counter-propositions and amendments that Alauddin came up with during the negotiations and the compromises laid down in final text give little merit to such a proposition. Both point more in the direction of a ruler trying to preserve his symmetrical position in relation to the Company while keeping the Dutch at arm’s length. In other words, the South Sulawesi thinking about hierarchical systems did not apply in Alauddin’s strategy towards the Company. The issue was “sovereignty” and autonomy, but these concepts may not have been conceived in the South Sulawesi

⁶⁹⁹ Andaya, “Treaty Conceptions and Misconceptions,” 285.

framework in dealings with the Company. More likely, they functioned as defensive tools for holding a threatening outsider at bay.

Explications and implications of secular, defensive “sovereignty”

Eight of the articles in the 1637 treaty concern the demarcation between the Company’s rights and the sultan’s sovereignty, either in his domestic realm or his and the Company’s relations with third parties. Not discounting that prestige and pride were parts of Alauddin’s package of concerns, and for the sake of argument, even accepting that metaphysical concerns held priority on the local scene, a concern for secular power compatible with the Dutch conception underlay the compromises reached during the negotiations and was inscribed in the final treaty.

Consider, for instance, the second clause concerning the keeping of peaceful relations. Alauddin demands a binding oath regarding the Company’s peaceful intentions “that [the Company] should never do him any harm.”⁷⁰⁰ Alauddin himself gives a secular reason for the compromise on his authority on this issue, namely his underdog position

⁷⁰⁰ “dat hem in zijn rijck geensints sullen mogen beschadigen.” *Corpus Diplomaticum*, 1.304.

compared to the Company as far as military power was concerned.⁷⁰¹

Concerns about secular power seem more likely as a motive than prestige and pride in the spiritual sense here.

The fourth ruling, which stated that conflicts between Company servants and the sultan's subjects should not be regarded as a breach of the peace and that such problems should be solved by delicate mediation, represented another negotiated compromise. But, if Alauddin ultimately felt that the final ruling meant an undermining of his sovereignty, the negotiated solution was still better than the initial Company proposition. Considering that a uncompromising stand on the issue might well have led to open war, which is the implication of Alauddin's lament about his relative inferiority in strength, the final compromise on the issue of jurisdiction might well have represented considerations of a secular and contextual nature. The point is that primary concerns of prestige and pride and metaphysical considerations do not invite compromise to the same degree. The same goes for all the compromises in the treaty: in the procedure for handling conflicts between the Dutch and other Europeans

⁷⁰¹ "also tegen de Nederlanders Gering van maght zeght te wesen." *Corpus Diplomaticum*, 1. 304, also quoted above.

in Makassar, as well as between the Dutch and the sultan's subjects, treated in the fifth clause, and the threat to his sovereignty by the imminent danger of the Company bringing its wars with European rivals to Makassarese waters, the topic of the sixth and seventh articles. One can almost hear a sigh of resignation in Alauddin's recognition of the Company's right to pursue its enemies. It is followed up by Alauddin's admission of his own impotence as far as naval warfare was concerned: "At sea there was nothing he could do about it."⁷⁰²

In Alauddin's admission above, we are confronted with a kind of conceptualisation of sovereignty and power that is neither abstract nor "mystic" but secular and contextual. The same goes for the regulations on prohibited and permissible alliances in the two succeeding articles, which obviously represented an infringement on Alauddin's autonomy. But what Alauddin achieved was better than an enforced alliance. And it is clear that what the Dutch obtained was less than what they wanted, too, namely a treaty of "peace *and* friendship."⁷⁰³ The final treaty specifies terms for a bilateral peace, but with no strings from a bilateral alliance attached. Somewhere along the line, Van Diemen and Caen must

⁷⁰² "hem (the Sultan), also sulx ter zee niet beletten en kan," unnumbered art. 7, *Corpus Diplomaticum*, 1.304.

⁷⁰³ See below, and: "section 1."

have opted merely for “peace,” considering it to be the best they could get, and the peace they got was the maximum Alauddin was willing to offer.

That the Company–Makassar relationship was an evolving one, and thus both fragile and fluid, can also be seen in the curious ending of the eighth clause. Having stated beyond any reasonable doubt that the Company and Makassar were not allies, there comes a passage that presents a lamentation on the absence of positive obligations to assist each other: “even if inclined to do so,”⁷⁰⁴ which suggests that the Company intended to secure a positive alliance from the outset. The Dutch “sigh” was probably what was left of Van Diemen’s initial hope for a treaty of alliance.

The hoped-for positive alliance becomes clear from the following paragraph, which is formulated like an advertisement for an alliance partnership with the Company. Compassion and loyalty were the typical traits of the Company’s treatment of its alliance partners: “The Dutch

⁷⁰⁴ “off te ware sulx uijt liefde deden,” unnumbered art. 8, *Corpus Diplomaticum*, 1.304.

always felt an obligation to protect their allies against unreasonable harassment.”⁷⁰⁵

The meaning of these formulations, which by the way clearly must be ascribed to the Dutch, can be interpreted in a different way, however. In addition to being seen as an implicit invitation for Alauddin to enter into an alliance with the Company, it could also be read as an implicit warning about the Company’s intention to interfere on behalf of its allies in Makassarese waters, if Makassar decided to go against them. Maybe for that reason it was a “protection” that Alauddin never asked for.

As for implicit subtleties, the above example is as close as we get in the treaty text. Furthermore, none of the articles are formulated with reference to or in terms of international law. The general characteristic of the treaty is that the regulations represented concise formulations on the compromises that had been reached during the negotiations. What we see in the final treaty is not at all the product of “cultural collision.” Neither is it a dual product with disconnected components of the South Sulawesi and Western treaty traditions. It represents the end result of

⁷⁰⁵ “behoudens dat de Nederlanders t’allen tijde haere gealieerde tegens onbehoorlijke overlast moeten protegeren,” unnumbered art. 8., *Corpus Diplomaticum*, 1.304.

the give and take process that started with the negotiations of June 24–26.

Chapter conclusion: Treaty compromise by context and meaningful communication, not cultural collision and miscommunication

Rumours about Van Diemen’s mercilessness in defending the Company’s monopoly in the Moluccas⁷⁰⁶ must have reached and made an impact on Alauddin before the 1637 negotiations. It is reasonable to see his recurrent lamenting about his relatively weak naval strength in the light of his fears of Company war actions. Alauddin’s handling of the Company’s claim to the right to pursue their Spanish and Portuguese enemies in Makassarese waters points in the same direction. The final agreement thus represented a pragmatic solution reached by rational calculation, in which Alauddin’s considerations on asymmetrical capacity for maritime warfare must have played a central role. Similarly, his decision to allow the Company to sit in on the cases involving Company personnel represented a pragmatic solution. Although both

⁷⁰⁶ Witteveen, *Antonie van Diemen*, 217 ff. Witteveen also underlines that Van Diemen, apart from using his “iron fist,” could also use a “velvet glove” (218), as was the case with Makassar in June 1637.

these issues had clear implications regarding sovereignty, they were treated as practical problems, and solved pragmatically. No principles of international law, no references to South Sulawesi concepts of “sovereignty” were involved, either during the negotiations or in final treaty.

The 1637 treaty was not the outcome of representatives of two parties speaking mutually unintelligible languages. It came about as a result of mutual negotiations over secular interests in a context in which both parties considered reaching a negotiated solution better than the alternative. The two parties understood each other well enough to make meaningful communication possible. Their initial modes or models of diplomacy and treaty making may have been different; but they were not so incompatible as to make meaningful communication impossible.