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Author: Feddersen, Carl Fredrik

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Chapter 7: Learning to contract, 1: From contractual regulations of interaction towards construction of a relational regime 1637–1660

Section 1: Chapter introduction

Topic

The topic of this chapter is the nature and dynamics of the High Government's treaty making with Makassar between 1637 and 1660. The relevant contracts include in addition to those of 1637 and 1655, already analysed, also the one agreed on in Batavia August 1660. The ones concluded in Makassar in November 1667 and the March 1668 treaty with Tello will be treated in the subsequent chapter. Of the three treaties treated in this chapter, the one of August 1660 will be given priority. The 1637 and 1655 contracts will primarily be referred to for comparative purposes.

Propositions

According to Andaya, the 1655 treaty marks a deviation from the norm of Eurocentrism in the Company's treaty making with Makassar.⁹²⁷ The other contracts, and in particular that of November 1667, except for certain superficial local imprints, still conform to a Eurocentric norm that was incomprehensible to the locals.⁹²⁸ I have already discussed and rejected Andaya's proposition about absolute incomprehension. In this and the following chapter, I shall reject Andaya's proposition about the Eurocentric nature of the Company's contractual record with Makassar. I shall instead argue that, in both form and content, the contracts from 1637 to 1668 were primarily marked by assumptions and considerations about local conditions. All these contracts were designed to meet the Company's needs as local conditions and the situation regarding relations with Makassar were perceived at the time. That is my general proposition about the overseas nature of these contracts. Second, I shall also be arguing that Andaya's notion of the inertia of the Company's approach towards treaty making, or to be more precise, its fixity to the European model of treaty is simply misleading. There was a dynamic,

⁹²⁷ Andaya, "Treaty Conceptions and Misconceptions," 287.

⁹²⁸ *Ibid.* 289.

and the direction of that dynamic was towards increasing adaptation of the treaty to the local context and situation. This was not an even process however.

Continuities and breaks in the dynamics of treaty making

If we seek to establish phases in the Company's needs and perceptions, the period following the 1655 treaty could be seen as marking a break between two distinct phases. Up to and including the 1655 treaty, the dominant view in Batavia was that forcing the Company into a privileged position in Makassar was unrealistic. After the 1655 treaty had proved unproductive, the option of forcing or luring Makassar into a dependent position became, as we saw in chapter 5, more and more attractive to the High Government. Although the four contracts of 1637, 1655, 1660, and 1667 can in one sense be regarded as a relay-race of contracts written from diverging perceptions of the situation on the ground, and with diverging political ambitions for the contracts, there is also good reason to point to the August 1660 treaty as a break in this chronology.

I argue below that the notion and meaning of "treaty" underwent a change after 1655. The meaning of "treaty" in 1637 and 1655 carried

far more passive connotations than the one of 1660. The two former contracts carried a conceptualisation of “treaty” as “agreed rules of the game to be adhered to”—whereas the latter ones held far more active connotations, namely “treaty” understood as something to be “worked with in order to construct an optimal interaction order.” The change signalled a move towards a constructivist view of a treaty as a political instrument. It goes without saying that if the contracts were made with an eye to the local situation, the turn towards a more political, constructivist view of treaty meant a sharpening of this focus.

Plan of exposition

My emphasis in this chapter is on the August 1660 treaty, but I start the discussion with a comparison of the 1637 and 1655 contracts to corroborate my point that in essence they can both be seen as contracts aimed at regulating by rules. I then turn to an analysis of the political constructivist contract of 1660. All the analyses are based on the texts in Heeres’ *Corpus Diplomaticum*.

Section 2: A recapitulation of the 1637 and 1655 treaties as “soft” treaties

The context for the treaty making in 1637 and 1655 was different, but not fundamentally so. In 1637, the Company had come to Makassar to open relations with a strategic view to ending smuggling and protecting its possessions in the Spice Islands.⁹²⁹ The 1655 treaty was concluded in the aftermath of a war that had been fought for the same reasons.

As for the contents of the two contracts, the major difference lay in the different role that religion was accorded in the later treaty, and the concessions that allowed for continued contact between Makassar and the Spice Islands.

The appeal to religion in the 1655 treaty was made because of the sultan’s self-professed commitment to his co-religionists outside Makassar, whereas in 1637 the issue of runaways and converts were treated as issues of bilateral interaction and accordingly formulated in terms of symmetrical, reciprocal obligations.⁹³⁰ The 1637 treaty simply stated that the sultan obliged himself to return Company runaways while

⁹²⁹ See chapter 4.

⁹³⁰ See chapter 4.

the Company committed itself to do the same with Makassarese runaways.⁹³¹ The issue of religious worship was stated as a general agreement on the free right to worship according to one's own tradition. Both the Company and Makassar were "allowed to practise their respective religion without any constrictions on either side."⁹³² I have argued above that the acceptance of the concessions in the 1655 treaty might well have had to do with the pressure from the Directors for peace, but that it might also reflect the belief that the Makassarese after defeat in the war would now honour their treaty obligations. I have also argued that the willingness to accept the concessions at the time might have had to do with a cultural assumption that Sultan Hasanuddin was preoccupied with prestige and symbolic aspects of religion, and that the concessions on religion were inconsequential to the issue of political interference.

The 1637 and 1655 treaties: Different, but still two of a kind

Admittedly, the Company may have achieved more in the treaty of 1637 than in 1655, but regarding the 1655 treaty as a sell-out seems

⁹³¹ "dat bij aldien eenige Nederlanders op Maccassar quamen wegh te loopen, desselve aen haer meesters weder ter handt stellen sullen, gelijk ook eenige Maccassaren bij de Nederlanders also overcomende, aen Zijne Maij.t restitueeren moeten." 1637 treaty, *Corpus Diplomaticum*, 1.305.

⁹³² "dat ijder zijn geloff zall vrij hebben, sonder daer in eenighsints gecontringeerd t warden." 1637 treaty, *Corpus Diplomaticum*, 1.305.

unwarranted. Although it contained concessions that later proved to be loopholes, by article 8, confirming the Company's monopoly rights, the High Government obtained what it must have considered its primary diplomatic target at the time. For after all, the treaty contained Makassarese recognition and a commitment to respect the Company's privileged position in the Spice Islands. Other concessions were insignificant compared to this vital issue. It thus seems proper to regard the 1655 treaty as a special, but still typical product of the dominating frame of diplomatic thinking in Batavia at the time. Based as this approach was on confidence in Hasanuddin's intentions to stick to his obligations, concessions could be conceded. As I have pointed out in chapter 5, this assumption of trust radically disappeared in the first years after the signing of the 1655 treaty.

I find there to be a distinctive difference between the contracts signed before and after 1655. In the 1637 and 1655 contracts, the voices and viewpoints of Sultan Alauddin and Sultan Hasanuddin, respectively, are quite distinct. Many of the rulings are phrased as regulations of what the Company was allowed to do. In this sense, the 1637 and 1655 contracts are distinguished as agreements by which the Company partly

had to take what it had been forced to accept in negotiations. In 1637, this happened by rephrasing through negotiations. In 1655, the concessions were thought compensated by a single article protecting the Company's basic interests. The texts of the August 1660 and November 1667 contracts, on the other hand, bear a quite different stamp, because they present detailed prescriptions for an interaction regime that was meant to serve and protect the Company's interests. This signals that in the post-1655 framework, the "treaty" was turned into something of a constructivist, political instrument. This change did not represent a return to a Eurocentric model of treaty making. It represented an intensification of the overseas contextual approach.

Section 3: The switch to contractual constructivism: The dual nature of the 1660 Treaty

Section introduction: Topic and propositions

The August 1660 treaty comprised twenty-seven articles covering all subjects from the status and position of Ambon and Banda, the role of Makassar and the Company in the regional interaction order, to the expulsion of the Portuguese and the mode of enforcing this, the handling of miscellaneous damage claims, and decisions on tariffs. It was thus a far more encompassing treaty both in size and scope than the earlier ones.

Treaty making as political construction would come to full maturity only in the treaty of November 18, 1667; but the treaty of August 1660 represented a turn in this direction. It also demonstrated an increased drive towards formulating the treaty clauses more specifically and concretely.

These turns in the August 1660 treaty were not a shift to a European standard brought overseas. The change in treaty making had to do with the shift in expectations towards Makassar as a trustworthy signatory. The aim of this chapter is to demonstrate how this shift

towards contractual constructivism was reflected in the contents and formulations of the post 1655 treaties, starting with the break represented by the August 1660 treaty, and ending with the treaties establishing Company hegemony in 1667 and 1668.

Plan of exposition

In demonstrating the contextual imprint in the form and nature of the August 1660 treaty, I shall be concentrating on the Makassarese traffic to the Moluccas, and the issue of the expulsion of the Portuguese. In conjunction with the latter issue, I shall analyse the implicit Company invitation to the Makassarese to ally against the Portuguese, which I take to be typical of the political construction aspect of treaty making. At the end of the chapter, I shall briefly point to the changes that were made during the countersigning of the August 1660 treaty in Makassar in December.

Section 4: Textual analysis of the August 1660 treaty

A treaty to be honoured, make no mistake about it

The concluding paragraph of the August 1660 treaty notes that this is a treaty of sincere “peace and friendship” that should be “observed and honoured.”⁹³³ The point on treaty observation was further amplified in the section on the ratification procedure. The treaty was first to be signed by the governor-general and Council and the Makassarese envoys in Batavia, and then by envoys from the High Government and the sultan in Makassar “in order to secure that all the points be strictly honoured.”⁹³⁴ In the concluding oath swearing, the “one and only almighty and righteous God” was called upon as the final witness⁹³⁵ that the treaty was “agreed and confirmed.”⁹³⁶ Compared to the 1637 and 1655 treaties, the general binding nature of the treaty was thus particularly explicated in

⁹³³ “gehouden en geobserveerd worden.” August 19, 1660 treaty, art. 27, *Corpus Diplomaticum*, 2.176.

⁹³⁴ “In alle bovenstaende poincten des te religieuser magh onderhouden worden.” August 19, 1660 treaty, art. 27, *Corpus Diplomaticum*, 2.176.

⁹³⁵ “met aenroepinghe van de allderheijlighste name van den eenigen allmaghtigen ende rechtveerdigen Godt.” August 19, 1660 treaty, art. 27, *Corpus Diplomaticum*, 2.176.

⁹³⁶ “bevessticht en geconfirmeerd.” August 19, 1660, treaty, art. 27, *Corpus Diplomaticum*, 2.176.

the August 1660 treaty.⁹³⁷ This was a constituent factor in the formulations of the individual articles, too.

Reconstructing the political regime: 1—Limiting Makassarese claims of sovereignty outside Makassar to secure the Company's interests in the Moluccas (articles 1, 2, and 3)

The three first paragraphs of the August 1660 treaty were all concerned with delimiting Makassar's influence and rejecting its claims of sovereignty outside South Sulawesi. First, the king of Makassar was not to interfere with Buton or territories belonging to it.⁹³⁸ The reason given was that these territories were "lands belonging to the king of Ternate."⁹³⁹ The same went for Menado: The sultan was obliged to withdraw all claims of sovereignty as these areas "from old belonged" to the king of Ternate.⁹⁴⁰ The sultan also had to set aside all claims to and stop all interference with Tidore and Batjan,⁹⁴¹ and recognise "their lands

⁹³⁷ The July 26, 1637 treaty placed no emphasis on its binding nature; see *Corpus Diplomaticum*, 1.303 ff. Only the December 28, 1655 treaty was *wederzijts onverbreeckelijck*; *Corpus Diplomaticum*, 2.84.

⁹³⁸ "dat de Coninck van Maccassar moghte szijn volck haer voortoen niet en sullen bemoeijen met Butonoffte landen ende plaetsen daeronder behorende." August 19, 1660 treaty, art. 1.1, *Corpus Diplomaticum*, 2.171.

⁹³⁹ "als zijnde de eijgen landen van de Coninck Mandarhahha van Ternaten." August 19, 1660 treaty, art. 1, *Corpus Diplomaticum*, 2.171.

⁹⁴⁰ "ook van outs hefft toegekomen." August 19, 1660 Treaty, art. 2, *Corpus Diplomaticum*, 2.171.

⁹⁴¹ August 19, 1660 treaty, art. 2, *Corpus Diplomaticum*, 2.171.

and people to be included in the treaty.”⁹⁴² The latter meant recognition of their autonomy as guaranteed by the Company.

Comment: Idioms of “sovereignty” in articles 1, 2, and 3 and diplomatic mode

The political arrangement in the three first articles was aimed at cutting bonds between Makassar and former allies and converting the latter into a “security” ring of independent Company-friendly states around Makassar itself.⁹⁴³ The diplomatic means to achieve this was to have Makassar recognise the “autonomy” of these states and the “sovereignty” of their rulers. As for how they incorporated it in the treaty, neither the legal technical terms “sovereignty” nor “autonomy” were used. The terms were the more general “belonging to” or “lands of,” and the mode of legitimation was by reference to historical tradition—“from old”—rather than law. In neither of these cases should we propose that the Company’s treaty idioms were drawn from a specifically or even typical European tradition of international law. Appeal to local diplomatic

⁹⁴² “Tijdor ende Bachan met hare landen ende onderdaenen des begeerende mede in dese vrede begrepen zullen zijn.” August 19, 1660 treaty, art. 3, *Corpus Diplomaticum*, 2.171.

⁹⁴³ This was what was finally formalised in the 1667 treaty, see below.

tradition is a more apt description in so far as it was the local historical tradition and power relations that the Company referred to in legitimising the new political order. Both means and modes were adopted in the November 18, 1667 treaty.

Issue: Ambon, the Spice Islands—banning interference and restricting sailing rights (articles 4 and 5)

The ban on Makassarese sailings to Ambon, made in article 4, was put in absolute terms, and made without any qualification. In contrast to what had been the case in 1655, in 1660 there were to be no exceptions whatsoever. The article stated that “those representing the government of Makassar from now on and in the future should not interfere in the affairs of Ambon, nor bother themselves with complaints coming from the Ambonese, under whatever pretext it might be whatsoever.”⁹⁴⁴ The latter formulation of “pretext” held an implicit, but nonetheless obvious, reference to the loopholes in the 1655 treaty. Not only did this article do away with the 1655 concessions, but it also gave a barely concealed

⁹⁴⁴ “dat die vande regeringe van Makassar van nu voortaan haer niet sullen bemoeijen offte in eenigen delen aenmatigen eenige saecken offte claghten der Amboijnesen onder wat onder pretext het ook zouden mogen wesen.” August 19, 1660 treaty, art. 4, *Corpus Diplomaticum*, 2.171.

retort that the High Government now saw Hasanuddin's appeal to religion in 1655 as tactical rather than spiritual.

The barring of Makassarese influence in Ambon was made even more watertight by the demand that Makassar officially recognise the Company and king of Ternate as the "rightful overlords"⁹⁴⁵ of Ambon. Thus, Makassar also recognised that the Company and Ternate were rightfully entitled to defend and protect Ambon.⁹⁴⁶ Finally, the area of Ambonese overlordship was defined by naming each island of the domain.⁹⁴⁷ Even so, these seemingly watertight treaty formulations were not considered sufficient in and of themselves. Sanctions for breaking the regulations were specified, too. This was done in article 5. A break in the sailing ban by subjects or inhabitants⁹⁴⁸ of Makassar, including people from Banda, would be met by either killing or enslaving the

⁹⁴⁵ "wettige souverainen." August 19, 1660 treaty, art. 4, *Corpus Diplomaticum*, 2. 171.

⁹⁴⁶ "daer met sullen laten omspringen ende gewerden." August 19, 1660 treaty, art. 4, *Corpus Diplomaticum*, 2.171.

⁹⁴⁷ August 19, 1660 treaty, art. 4, *Corpus Diplomaticum*, 2.171.

⁹⁴⁸ "onderdanen offte inwoonderen." August 19, 1660 treaty, art. 5, *Corpus Diplomaticum*, 2.172.

perpetrators.⁹⁴⁹ Vessels and goods were to be confiscated⁹⁵⁰ without protest by the Makassarese.⁹⁵¹

Comments: A further turn towards treaty formulations in the concrete and specific

The regulation on sailings to the Moluccas in the August 1660 treaty conveyed a “no-nonsense, no-compromise” insistence that was more encompassing and radical than in the 1637 treaty,⁹⁵² and stood in stark contrast to the 1655 treaty, in which the ban was formulated as a request.⁹⁵³ The particularities of the August 1660 treaty did not represent a return to European legal thinking or terminology. Neither article 4 nor 5 was phrased in “subtle” juridical terminology. The Company’s and Ternate’s joint sovereignty over Ambon was simply stated, the area was concretely defined, and sanctions for trespassing were likewise clearly and specifically stated.

⁹⁴⁹ “doot geslagen off tot lijffeigenen gemaackt.” August 19, 1660 treaty, art. 5, *Corpus Diplomaticum*, 2.172.

⁹⁵⁰ “verbeurte van de vaertuijgen en goederen.” August 19, 1660 treaty, art. 5, *Corpus Diplomaticum*, 2.172.

⁹⁵¹ “zonder dat die van Makassar het zellve sullen aentrecken.” August 19, 1660 treaty, art. 5, *Corpus Diplomaticum*, 2.172.

⁹⁵² None of the repetitions or linguistic “safeguards” of “none whatsoever” etc. were for instance present in the 1637 treaty.

⁹⁵³ Art. 8, of the 1655 treaty.

Securing and protecting the Company's monopoly in the Spice Islands (articles 6 -9)

Articles 6 to 9 were all dedicated to safeguarding the Company's monopoly in the Moluccas in general. Article 6 concerned the handling of smugglers who had successfully brought their illicit goods into Makassar. In such cases, the authorities⁹⁵⁴ in Makassar were held responsible for punishing the smugglers⁹⁵⁵ themselves or handing them over to the Company.⁹⁵⁶ At the root of these sanctions lay the familiar device of the sailing pass system, treated in article 7, which stated that Makassarese authorities were to deny anyone not in possession of a pass the right to enter and trade. Perpetrators had to be handed over directly to the Company.⁹⁵⁷ Article 8 added no new provisions, but simply defined what products were considered contraband. The government of Makassar was not to tolerate any import or trading in the Company's monopoly products: cloves, nutmeg and mace, but should punish perpetrators in the

⁹⁵⁴ "Die van de Regeeringe." August 19, 1660 treaty, art. 6, *Corpus Diplomaticum*, 2.172.

⁹⁵⁵ "Lorrendrayers." August 19, 1660 treaty, art. 6, *Corpus Diplomaticum*, 2.172.

⁹⁵⁶ "gehouden wesen ... te straffen off aen de Compagnie te leveren." August 19, 1660 treaty, art. 6, *Corpus Diplomaticum*, 2.172.

⁹⁵⁷ "zonder zeebrieven van de Comp.e varende in Maccassar vermogen, (gene) haven offte negotie te verleenen, maer zullen gehouden wesen aen de Comp.e over te leveren." August 19, 1660 treaty, art. 7, *Corpus Diplomaticum*, 2.172.

harshest way, regardless of where they might have obtained their goods.⁹⁵⁸

The uncompromising and insistent tone in the formulation of the goods enumerated in article 8 was supplemented by legitimising the Company's monopoly as a blessing from God. The formulation went that the Company had now come to possess all the respective spices of the Eastern Archipelago "by the blessings of God."⁹⁵⁹ At the heart of this formulation was possibly a similar "conceptualisation" of God's blessings of the Company's endeavour that we encountered in the mobilising appeals of the General Instructions.⁹⁶⁰ But this might also be seen as a rebuttal to Hasanuddin's appeal for concessions by appeal to his religious authority in 1655. In any case, in the August 1660 treaty, setting the reference may simply be read as: End of discussion, or, to be more precise: "Any discussion about qualifications is futile on this point."

⁹⁵⁸ "de contraventariers rigoureselijck sullen gestrafft worden, van waer dessellve die ook sullen mogen gehaelt offte becomen hebben." August 19, 1660 treaty, art. 8, Heeres, *Corpus Diplomaticum*, 2.172.

⁹⁵⁹ "Dewijl de Compie de nagelen, nooten ende foelie door de zegen Godes nu allen onder haer gewellt heft." August 19, 1660 treaty, art. 8, *Corpus Diplomaticum*, 2.172.

⁹⁶⁰ See chapter 3.

Art. 9, was a two-part article, dealing with both the Company's conflict with Makassar over its monopoly rights in the Moluccas but also with the exclusion of the Portuguese from Makassar. I shall deal with the former first. A complementary protection against Makassarese infringement on the Company's monopoly in the Moluccas was given by restricting the legitimate legal trading area of the Makassarese. They were not to extend their present trading activities, nor settle further east than Solor and Timor and their surroundings.⁹⁶¹ By way of illustrating how the High Government's policy had changed in 1660, one should remember that it had at one point considered surrendering Timor to the Portuguese altogether.⁹⁶²

Comment: constructing a defence for the monopoly by treaty

Thus, six articles in the August 1660 treaty (articles 4–9) defined and regulated Makassar's position in relation to the Company's monopoly rights in the Spice Islands, whereas in 1655 the High Government had trusted in only one. In 1655, the High Government had relied on a

⁹⁶¹ “de Maccasaren hare in de quartieren van Solor ende Tijmor ende de plaatsen daerom her in negotie niet verder en sullen vermogen uijt te breiden.” August 19, 1660 treaty, art. 9, *Corpus Diplomaticum*, 2.172.

⁹⁶² Arend De Roever, *De jacht op sandelhout*, (Zutphen: Walburg Pers, 2002), 216-217.

general recognition of its rights in the Spice Islands and a similar general recognition of its right to defend them. By acting under pressure, and in a belief that Hasanuddin's demands for specific concessions originated from exclusively religious motives, the High Government had accepted a treaty with potential loopholes in its formulation on the monopoly. In the August 1660 treaty, these flaws were excised, but this was not done by reverting to European concepts of international law. It was done by a meticulous hammering out of the concrete specifics of both "monopoly" and "sanctions." The biggest challenge to the Company's monopoly, and the thorn in the side of the High Government, the Portuguese presence in Makassar, was dealt with in the same manner.

Power politics and the expulsion of the Portuguese (articles 9–12)

The Portuguese in Makassar were the most serious threat to the Company's monopoly in the Moluccas, and the heart of the 1660 treaty was their expulsion. In the August 1660 treaty, this was presented as a two-stage operation, first by neutralising any interference from Portuguese in Solor and Timor (articles 9–11), and then by an obligation laid on Makassar itself to expel its Portuguese population (article 12).

Given the importance of the issue, I shall go through these articles in some detail.

Articles 9–11: Neutralising the threat from the Portuguese in Solor and Timor and making it a general rule

Article 9 and 10 laid down Makassar’s neutrality with respect to the Portuguese in Solor and Timor. Whereas, as already noted, the first article defined Timor and Solor as the outer boundary of Makassarese legitimate trade, the next article brought the strategic dimension of the issue to the fore. The Makassarese in Solor were not to “support enemies of the Company wherever they might be,”⁹⁶³ which included supplying “men, arms, gunpowder, fuses, boats or whatever it might be.”⁹⁶⁴ In article 11, this was all made into a general rule that stated that the Makassarese were not permitted to sail to any places with which the

⁹⁶³ “dat de Maccassaren in de gemelte quartieren van Solor, waer het ook zoude mogen wesen, de vijanden van de Comp’ e niet zullen vermogen te adsisteren.” August 19, 1660 treaty, art. 10, *Corpus Diplomaticum*, 2.173. The “enemy” was obviously the Portuguese community on Solor.

⁹⁶⁴ “met volk, schutt, cruijt, londt, vaertuijgen, vivres offte wadt het zoude mogen wesen.” August 19, 1660 treaty, art. 10, *Corpus Diplomaticum*, 2.173.

Company was at war, or where the Company was enforcing a blockade.⁹⁶⁵

Summing up: Restrictions on Makassar's foreign policy and autonomy in the precautions to protect the monopoly

Articles 9 and 10 required Hasanuddin to sign and swear that to assist any Portuguese efforts to infringe the Company's rights would be regarded as a breach of treaty, and therefore a *casus belli*. Absolute restrictions were put on Makassarese intervention in the Company's military affairs in the archipelago by article 11. This meant putting severe restrictions on Makassar's foreign policy and autonomy to protect the monopoly. As for form, one should note the specific phrasing and the variants of all-inclusive formulas in these articles, which in the final analysis reflected the deep distrust of Hasanuddin that had become dominant in Batavia at the time. Again, there was no return to a more formalised legal treaty model in this, but a turn towards the more specified and concrete formulations. The same went for the expulsion of the Portuguese from Makassar.

⁹⁶⁵ “de Maccassaren niet sullen vermogen te varen op eenige plaetsen met welker de Comp.e in vijandschap zijn, offte die zij met schepen beset zall hebben.” August 19, 1660 treaty, art. 11, *Corpus Diplomaticum*, 2.173.

The expulsion of the Portuguese (article 12)

When the expulsion of the Portuguese was addressed directly in article 12, it came as a de facto dictate by the Company, formulated in absolute terms: “The Sultan was to ban the Portuguese from all his domains, with all their creatures, and followers from now on and forever.”⁹⁶⁶ In brief, all the Portuguese were to leave Makassar and take all their belongings with them, never to return. No modifications, no qualifications.

A proposition for a reconfiguration of Makassar–Company relations following the expulsion of the Portuguese

If the expulsion itself was formulated unambiguously enough, another less unambiguous feature of the expulsion clause was the manner in which the touchiness of the situation for the Makassarese was counterbalanced by an ideological remodelling of Makassar–Company relations. The essence of this reconfiguration was that the expulsion came as a necessary consequence of Portuguese meddling with a “natural” Makassar–Company bond of friendship.

⁹⁶⁶ “Soo zal de coninck van Macassar desselve (the Portuguese) met haere creaturen ende aenhanck van nu voor althoos zijne landen ende gebiedt ontseggen.” August 19, 1660 treaty, art. 12, *Corpus Diplomaticum*, 2.173.

The expulsion decree itself was ultimately formulated in absolute terms, but the article started off by placing the blame for all the recent problems between Makassar and the Company on the Portuguese: “as the Portuguese alone must be regarded as the only reason for and the sole instigators of all the recent troubles and conflicts that for many years have occurred between Makassar and the Company.”⁹⁶⁷ The expulsion was thus legitimised in terms of Portuguese disturbance of an implicit harmony between the Company and Makassar, and was in other words regarded as a just punishment for intrigue and deceit by the Portuguese. The reconfiguration of the interrelationship between the Company, the Portuguese, and Makassar thus cast the Portuguese as the bad guy against Makassar and the Company, the good guys, with the qualification that Makassar had been temporarily misled by the bad guy. This may well be seen as an invitation to a Company-Makassar alliance against the Portuguese.⁹⁶⁸ In any case, the reordering of bilateral ties demonstrates how contractual formulations were being considered and consciously

⁹⁶⁷ “dewijle de Portuguese gehouden moeten warden d’eenigste oorsaek ende aenstokers geweest te zijn van alle d’onlusten ende quesstien, die sedert vele jaeren herwaerts tusschen de cronen Macassar ende de gem. Companie zij voorgeveallen.” August 19, 1660 treaty, art. 12, *Corpus Diplomaticum*, 2.173.

⁹⁶⁸ To support this: See the the High Government’s concerns about Makassarese worries over the economic effects of expulsion of the Portuguese, chapter 7.

used as elements in constructing relationships. That came to the fore in a number of restitution and damage cases described in articles 13–15, 18, and 23–26.

The blame and shame in damages and debt: 1—Implications of prestige distribution (articles 13–15 and 18)

Article 12 concluded the regulation proper of the political interaction regime between the Company and Makassar. Four of the six succeeding articles (articles 13–15 and 18) were all concerned with restitution claims,⁹⁶⁹ which, in turn, all held implications of prestige distribution linked to the political realignment outlined above.

Article 13

Article 13 concerns Hasanuddin's restitution claim on the Dutch for arrest of the ship *Joan Baptista*, and his accusations that earlier agreements on compensation due him had not been fully met.⁹⁷⁰ Both claims were met with a mix of self-righteousness and deflected blame. The treaty stated that the Company had in fact honoured its obligations in

⁹⁶⁹ Arts. 16 and 17 concern the twin issue of run-aways and converts and will be treated below.

⁹⁷⁰ For the *Joan Baptista* incident, see Stapel, *Het Bongaais Verdrag*, 54 ff.

full, even though the sultan's claims were wholly unjustified. When the Company had chosen to compensate the sultan anyway, it had only done so because it wished to preserve good relations with him.⁹⁷¹ Mimicking the redistribution of blame in article 12, the Dutch emphasised that the real blame for the whole conflict around the *Joan Baptista* affair lay with the Portuguese, who in a devious manner had shirked their agreed obligations and still owed the sultan.⁹⁷²

Comment

If we look at the moral equation in the presentation of the issue here, both Hasanuddin and the Portuguese are cast as being in the wrong: Hasanuddin for setting forth unjustified claims, the Portuguese for having deviously misled him. Still, of the two, Hasanuddin comes out better, having been tricked by the Portuguese. In contrast to the Portuguese, the Company reigns morally supreme by virtue of its willingness to meet unjust demands for the sake of reaching an

⁹⁷¹ “De Compagnie het selve geensints schuldigh is geweest maer alleen betaelt heeft om met Maccassar in goede vrede te continueeren.” August 19, 1660 treaty, art. 13, *Corpus Diplomaticum*, 2.173.

⁹⁷² “Door de listige practijken van desselve naderh.t. niet aghtervolght offte nagecomen; en is bedragende [sum not filled in].” August 19, 1660 treaty, art. 13, *Corpus Diplomaticum*, 2.173.

agreement. This implicit moral equation then has a simple lesson for the Makassarese: Switch partners and everything will be all right.

Articles 14 and 15

Articles 14 and 15 both concern the Company's compensation claim for the flight of Adrighem, who had embezzled 8,000 reals of eight, in Makassar.⁹⁷³ The sultan was held personally responsible and was instructed to order the arrest of the Portuguese who abetted the fugitive and hand them over to the Company for punishment.⁹⁷⁴ If he failed to do so, he was to pay 8,000 reals to the Company, on the promise that the money would be returned on the delivery of Adrighem and his accomplices.⁹⁷⁵ By holding Hasanuddin personally responsible, the High Government may have believed that he had been a party to the incident. But as it stood, the real villains were once again the Portuguese. The subject thus entailed the same prestige distribution as in articles 12 and 13.

⁹⁷³ See Stapel, *Het Bongaais Verdrag*, 60.

⁹⁷⁴ August 19, 1660 treaty, art. 15, *Corpus Diplomaticum*, 2.174.

⁹⁷⁵ August 19, 1660 treaty, art. 15, *Corpus Diplomaticum*, 2.174.

Courting Makassar in distrust: Articles 23–26

After a section of articles regulating the bilateral administrative and judicial relations between the Company and Makassar in Makassar, including the grant for a permanent trading lodge (article 19), another group of articles concerning miscellaneous restitution and damage claims were included (articles 23 and 24), and article 26 simply confirming that a settlement had been reached. The respective issues were, in order: The sultan's role as guarantor for Portuguese payment for damage done to the Company's lodge (article 23)⁹⁷⁶ and general war damages (article 24).⁹⁷⁷ Article 25 concerned the terms of the Company's evacuation of Fort Panakkukang and the arrangement for Makassarese hostages to be held in Batavia until the treaty had been countersigned.⁹⁷⁸ In these instances, we recount a similar pattern of redistribution of blame and praise as in the above.

In article 23, the sultan should make sure that the Portuguese pay for the repair of damages to some private persons associated with the

⁹⁷⁶ August 19, 1660 treaty, art. 23, *Corpus Diplomaticum*, 2.175.

⁹⁷⁷ August 19, 1660 treaty, art. 24, *Corpus Diplomaticum*, 2.175.

⁹⁷⁸ August 19, 1660 treaty, art. 25, *Corpus Diplomaticum*, 2.176.

Company's lodge.⁹⁷⁹ There can be no doubt that at the time, the High Government held the view that the Portuguese actions could never have taken place without the tacit consent of Hasanuddin.⁹⁸⁰ Yet, blame was never laid on Makassar explicitly, nor did the treaty explicitly address any settlement for wrongdoing. The sultan was simply requested to see to it that the Portuguese would be held accountable. This definitely fits in with a friend-foes constellation where Makassar–Portuguese bonds were to be cut and those between the Company and Makassar tied.

The same distribution of blame applied to the compensations for the Company's military expenses in article 24. "The Sultan was to see to it that the Portuguese make good and pay damages to the Company for the considerable costs."⁹⁸¹ Although a sanction clause stated that the gold and money brought by the Makassarese head negotiator to Batavia should be withheld until the matter had been settled,⁹⁸² once again the

⁹⁷⁹ "De coninck van Makassar door de Portugesen sall doen vergoeden ende uitkeren de cleijne schade." August 19, 1660 treaty, art. 23, *Corpus Diplomaticum*, 2.175.

⁹⁸⁰ For the general distrust in Hasanuddin at the time, see Stapel, *Het Bongaais Verdrag*, 59–62, covering the period from January 1659 to the decision to go to war in 1660.

⁹⁸¹ "de Maij. Van Makassar door den Portugesen aen den Comp.e sall doen opbrengen ende betalen voor de sware onkosten." August 19, 1660 treaty, art. 24, *Corpus Diplomaticum*, 2.175.

⁹⁸² "hier aen de Comp.e ter handt gestalt ende gelaten het goudt offte geteltt dat d'Heer gesant Poepoe." August 19, 1660, treaty art. 24, *Corpus Diplomaticum*, 2.176.

implication of the general arrangement was that the basis for friendly bonds between the Company and Makassar was prepared by putting the main blame on the Portuguese.

Article 25: Evacuation of Fort Panakkukang

The expulsion of the Portuguese in article 19 and the damage claims in articles 23 and 24 were all conditioned on the Company's evacuation of Fort Panakkukang. The governor-general and Council declared themselves committed to evacuating the fort and handing it over to the sultan "as soon as the restitution claimed on the Portuguese had been made good and the Portuguese had been expelled from Makassar."⁹⁸³ Still another sanction was added: the Company would hold prominent envoys as hostages in Batavia until the expulsion was complete.⁹⁸⁴

The conditions and hostage arrangements attached to the handover of Fort Panakkukang demonstrate that although there was an element of courtship towards Makassar built into the August 1660 treaty, it was one based on conditional trust. That the Company stood for an

⁹⁸³ "soo haest de bovengeroerde possten gellts door de Portuguesen getellt ende opgebraght. Ende desselve voort uijt Macasar geset zullen wesen." August 19, 1660 treaty, art. 25, *Corpus Diplomaticum*, 2.176.

⁹⁸⁴ "tot haere verseckeringh gestellt zall hebben eenighe gequaliiceerde ostagiers tot genoeghen van de voorschreven Nederlandsche gesanten." August 19, 1660 treaty, art. 25, *Corpus Diplomaticum*, 2.176.

engagement within reason in 1660 is amply demonstrated by the calling back of the touchy concessions made in the 1655 treaty.

Correcting the mistakes of 1655: Regulations on runaways and converts (articles 16 and 17)

Articles 16 and 17 of the 1660 treaty were dedicated to the issue of runaway Company servants and how to handle the converts among them. These articles thus concerned not only jurisdiction, but the issue of religious co-existence. As such, they were ripe with implications for both political and cultural prestige, not least because these concerned the issue of religion, which had served as Hasanuddin's grounds of appeal for the concessions gained in 1655. The substance of article 16 was that the sultan was obliged to return all runaway Company personnel.⁹⁸⁵ In essence, the article thus only replicated what had earlier been agreed in the 1637 and 1655 Contacts. But the August 1660 formulation of the ruling was far more elaborate and specific. First, the category "Company runaways" was defined as "all those who from time to time had run away (from the Company) and settled in Makassar itself or its surroundings,

⁹⁸⁵ "de coninck van Macassar aen de Compagnie sall doen wederom geven en restitueeren." August 19, 1660 treaty, art. 16, *Corpus Diplomaticum*, 2.174.

and those who would defect from the Company from this time.”⁹⁸⁶ As if this did not suffice, the “all” was further spelled out in the specific to include “Dutch as well as blacks, slaves as well as free.”⁹⁸⁷ This added extra specificity is indicative of how the decrease in trust had led to an increase in observance of the need to close any loopholes in the formulation of treaty clauses. There was more to it, too.

A 1660 convert concession

One qualification was added to the seemingly watertight ruling on the runaways in article 16. The Makassarese envoy, Popoe, had reservations about the inclusion of converts in the sultan’s obligation to return runaways. Popoe noted that as an envoy he was not in a position to decide on the matter without further deliberation with the sultan himself.⁹⁸⁸ The solution to Popoe’s reservation was pragmatic. It was agreed that a final decision must be postponed until the matter was

⁹⁸⁶ “alle de gene dat die oijt offte oijt van haer zijn weghgelopen ende in Maccassar offte het gebied gevonden worden offte die nogh nae dese t eenigen tijde in Maccassar van de Comp.e sullen weghgelopen.” August 19, 1660 treaty, art. 16, *Corpus Diplomaticum*, 2.174.

⁹⁸⁷ “zoo Nedelanders, als swarte, Zoo lijffeijgenen als vrije.” August 19, 1660 treaty, art. 16, *Corpus Diplomaticum*, 2.174.

⁹⁸⁸ August 19, 1660 treaty, art. 16, *Corpus Diplomaticum*, 2.174.

finally settled during the counter-signing session with Hasanuddin in Makassar.⁹⁸⁹

Article 17

So even in 1660 a partial concession was granted. But the August 1660 concession was not at all comparable to what had been agreed to in 1655. The Company's principle, uncompromising position on the issue of converts was made clear in the elaboration of the issue in article 17. Here it was emphasised that henceforth no exception was to be made for converts, who were to be "handed over on par with the other renegades, disregarding any religious conviction or conversion."⁹⁹⁰ The dominant signal in the 1660 treaty was that so far as the Company was concerned, there were to be no more pretexts by appeal to religion.

⁹⁸⁹ "dat de Heer gesant Crain Poepoe daeronder niet en heft geliven te begrijpen den gene die reede de Moorsche religie aengenomen ende hebben laten besnijden, maer dat het sellver voor de Koninck zoude blijven gereserveerd." August 19, 1660 treaty, art. 16, *Corpus Diplomaticum*, 2.174.

⁹⁹⁰ "Sullen in alle manieren wederom gegeven worden zonder aenschouw van religie offte besnijdenisse." August 19, 1660 treaty, art. 17, *Corpus Diplomaticum*, 2.174.

Chapter conclusion

The August 1660 treaty had a dual nature. On the one hand it represented a body of specific rulings that were meticulously worked out to meet the challenges as the High Government saw them at the time, namely that the sultanate would continue to pursue its goals in the Moluccas unless prevented from doing so. A political framework was laid down with the purpose of containing and, if necessary, pacifying Makassar. This contractual framework did not represent a variant of European legal sophistication brought overseas. It represented a pragmatic shift towards a new conception of the overseas context of treaty making

The 1660 treaty showed the whip in the Company's diplomatic hand. Yet, there was another open, outstretched diplomatic hand, too. The tenor of the comments on moral blame and praise in the articles on restitution claims was that the Company, although the wronged party, was also the party trying to clear up the mess. By holding up the Portuguese as the ultimate wrongdoers, a moral hierarchy was constructed in which the Company reigned at the top, the Portuguese at the bottom, and Makassar in between. It is difficult not to interpret this other than as an invitation for a Makassarese–Company bond that excluded the Portuguese.

Although this was to prove as illusory as it had been in 1655, my point in the above analysis is that both the whip hand and the open hand were part and parcel of a pragmatic diplomatic approach towards Makassar that had come about partly as a reaction to the disillusionment over the results of the 1655 treaty. But above all the August 1660 treaty represented a shift in the overall conceptualisation of treaty in which the latter had come to take on a stronger, politically-instrumental meaning.

